STATE OF TEXAS §
§
COUNTY OF TRAVIS §

AGREEMENT
Between
TEXAS BOARD OF NURSING
And
MARI TIETZE, PHD, RN-BC, FHIMSS

The Texas Board of Nursing, hereinafter referred to as the "Board", and Mari Tietze, PhD, RN-BC, FHIMSS hereinafter referred to as the Contractor, hereby make and enter into this agreement for the mutual consideration set forth below.

Authority for Agreement. This agreement is entered into pursuant to Tex. Gov't. Code § 2155 et seq. and 20 Tex. Admin. Code § 20.41.

Contractor Responsibilities. Contractor agrees to perform data analysis services related to the Texas Taxonomy of Error, Root Cause Analysis and Practice Responsibility (TERCAP) pilot project for the Board. Any requests made by the Board related to Contractor's responsibilities under this agreement must be responded to within two business days.

Payment Structure and Payment Cap. The Board agrees to pay Contractor up to $5,000 for services under this agreement. Contractor shall be paid an hourly rate $100.00 for data analysis. Contractor shall be paid at state reimbursement rates for travel to and from survey visits including airfare, hotel, car rental, taxi fare to and from survey visits. Contractor shall be reimbursed at the State of Texas rate for automobile mileage to and from Board meetings. Additionally, Contractor shall be paid $35.00 per hour for travel time to Board meetings related to data analysis. Payment will be made within thirty (30) days from receipt of a correct invoice or billing statement describing the work completed. The invoice must identify a description of the services provided. The invoice must be submitted to: Texas Board of Nursing, 333 Guadalupe St., Suite 3-460, Austin, TX 78701. Payment will be made in accordance with the Texas Prompt Payment law, Texas Government Code, Subtitle F, Chapter 2251.

Limitation on Payment. In accordance with Tex. Gov't Code § 403.055(h), the Contractor agrees that any payments due to the Contractor under this agreement will be first applied toward any debt and/or back taxes the Contractor owes the State of Texas. Payments will be so applied until such debts and taxes are paid in full. This clause does not apply if federal law requires payment to be made to the Contractor for the services and may not apply if federal law conditions the receipt of the money for this service to the State or the basis of payment being made to the Contractor.

Term and Termination of Agreement. The term of this agreement shall be effective upon the signature of the Executive Director of the Board. The agreement shall terminate on August 31, 2016. This agreement may be terminated unilaterally by either party after providing the other party 30 days written notice. Upon mutual agreement of the parties, this agreement may be extended for up to one year on August 31, 2016.

Merger and Amendment. This agreement is full and complete on its face, has been read by all parties, and no terms or conditions exist outside those acknowledged and accepted herein by the parties whose signatures appear below. It is agreed and understood that the Agreement may be amended only upon written agreement between the Board and Contractor, but in no case will the Agreement be amended so as to make it conflict with the laws of the State of Texas.

Assignment. Contractor may not assign any of its rights or delegate any of its obligations under this agreement. Any assignment or delegation attempted by Contractor in violation of this clause will be void and ineffective for all purposes.

Dispute Resolution and Venue. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Texas Board of Nursing and Contractor to attempt to resolve all disputes arising under this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit brought for any breach of the Agreement is fixed in any court of competent jurisdiction in Travis County, Texas, and all payments shall be due and payable in Travis County, Texas.

Independent Contractor Status. Contractor acts in the capacity of an independent contractor under this Agreement. Contractor will indemnify and hold the Board harmless from and against all claims arising out of Contractor's performance including, but not limited to, the use of automobiles and/or other means of transportation. Contractor is not an employee of the Board, and as such is responsible for payment of any federal taxes to be paid to the federal government attributable to the payments made under this agreement, and is, furthermore, not eligible for any fringe benefits due state employees.

Limitations. Contractor warrants that, to the best of his or her knowledge, there are no state or federal laws which would prevent him or her from entering into this agreement. Contractor represents and warrants that Contractor has not violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or federal antitrust laws.

Audit. The Contractor understands that acceptance of state funds under this contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The Contractor will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to cooperate fully with the State Auditor's Office is included in any subcontracts it awards, should subcontracting be authorized. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, audit documentation, and records of the Contractor relating to this contract.

Confidentiality and Intellectual Property. Contractor agrees to keep all information to which it is privy under this agreement confidential, privileged and protected from disclosure without the prior consent of the agency. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and the Board, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its

contractors of information held by the Board. Further, any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this agreement shall be the exclusive property of the State of Texas and all such materials shall be delivered to the State by the Contractor upon completion, termination, or cancellation of this agreement. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this agreement without the prior written consent of the Board. All electronic data stored or transmitted on or through any systems that are not completely inside of the Board's security network must be encrypted with a minimum of 128 bit encryption.

Buy Texas. Pursuant to Tex. Gov't Code § 2155.441, Contractor represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.

For the faithful performance of the terms of this agreement, the parties hereto execute this agreement in their respective capabilities on the dates indicated.

TEXAS BOARD OF NURSING

By: _____
Katherine Thomas, MN, RN, FAAN
Executive Director for the
Texas Board of Nursing
333 Guadalupe Street, Suite 3-460
Austin, TX 78701
P: (512) 305-6888
F: (512) 305-7401
Date: 12/4/15

By: Mari Tietze
Mari Tietze, PhD, RN-BC, FHIMSS
Contractor
Date: Dec. 1, 2015