

STATE OF TEXAS

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COUNTY OF TRAVIS

AGREEMENT
Between
TEXAS BOARD OF NURSING
And

MARY BETH THOMAS, PhD, RN, FAAN

The Texas Board of Nursing, hereinafter referred to as the "Board", and Mary Beth Thomas, PhD, RN, FAAN, 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 by the parties as the result of Request for Proposal 507-16-002, issued by the Board on July 27, 2015. This agreement generally incorporates herein by reference the requirements, affirmations, services, and responsibilities found in Request for Proposal 507-16-002.

Contractor Responsibilities. Contractor agrees to perform tasks related to special projects, as specified by the Executive Director of the Board. These tasks may include implementing and coordinating research projects, reviewing and analyzing data reports, developing education materials and media, designing pilot projects, preparing professional reports, and evaluating project based research findings.

Payment Structure and Payment Cap. The Board agrees to pay Contractor eighty dollars (\$80.00) per hour for services under this agreement, not to exceed \$99,999.00 for the term of the agreement. 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 Section 403.055(h) of the Texas Government Code, 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. If the Contractor defaults on the agreement, the Board reserves the right to cancel the agreement without notice and either re-solicit or re-award the agreement to the next best responsive and responsible bidder. The defaulting Contractor will not be considered in the re-solicitation and may not be

considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. 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 or the terms, conditions, or requirements of Request for Proposal 507-16-002.

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 neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this agreement.

Audit. Contractor agrees that the Texas State Auditor's Office, or any successor agency, may conduct an audit or investigation in connection with funds received under this agreement. Contractor agrees to cooperate with the Auditor in the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with subcontractors.

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.

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: 10/19/15

By:


Mary Beth Thomas, PhD, RN, FAAN
2652 Barton Hills Dr.
Austin, TX 78704

Date:

10/19/15