STATE OF TEXAS §
§
COUNTY OF TRAVIS §

EXPERT CONSULTANT AGREEMENT
Between
THE TEXAS BOARD OF NURSING
And

The Texas Board of Nursing, hereinafter referred to as the "Board", and
Board Certified Forensic Toxicologist, hereinafter referred to as the "Consultant", hereby make and enter into this agreement for the mutual consideration set forth below.

I.

The Consultant agrees to provide to the board expert consultation or testimony in various disciplinary proceedings brought pursuant to TEX. OCC. CODE § 301.452. The Consultant will provide such services to the extent specifically requested by the Board on an as needed basis. No provision of this agreement shall be construed as mandating performance under this contract by the Consultant, if the Consultant is unavailable, unable, or unwilling to perform the service requested.

II.

All information prepared by Consultant is the work product of the Board and is subject to disclosure or non-disclosure pursuant to the Texas Rules of Civil Procedure and Texas Rules of Evidence.

III.

The Board agrees to pay the Consultant $250.00 per hour, not to exceed $2,500.00 maximum per case and $14,000.00 for the term of this contract, for reviewing case file material and advising/consulting with Board Staff. Further, the Board agrees to pay the Consultant $250.00 per hour, not to exceed $2,500.00 maximum per case and $14,000.00 for the term of this contract for any testimony required in a formal proceeding, plus the Consultant's necessary travel expenses in the amounts and under the same conditions as if the Consultant were an employee of the State of Texas in a classified position. The fees agreed to be paid for expert testimony are separate and in addition to those fees paid for review and consultation prior to any testimony. The Consultant agrees to keep documentation and receipts related to his performance under this contract. Consultant agrees that any fee charged per disciplinary proceeding for review or testimony will not exceed $2,500.00, unless such overage is approved by the Executive Director prior to being incurred.

IV.

Payment will be made within thirty (30) days of services rendered and after Consultant has submitted to the Board a signed invoice attesting to the days and hours worked, the subject matter of the work, and expenses incurred. Expenses are to be itemized and copies of all available receipts provided.

V.

The offer of this Agreement is an official act of the Board or its designee, Katherine Thomas, who has been empowered and authorized to act on behalf of the Board in respect to this agreement.

VI.

The term of this agreement shall become effective September 3, 2013, and continue until August 31, 2014. This agreement supercedes and terminates any other Expert Consultant Agreement entered before the effective date of this contract. This agreement may be canceled at any time by mutual consent. In addition, either party to this agreement may cancel it by the giving of at least thirty (30) days notice in writing to the other party whereupon this agreement will be canceled upon the expiration of the thirty (30) day (or longer) period after receipt of the notice of cancellation. Upon mutual agreement of the parties, this contract may be extended for up to one year on August 31, 2014, and again on August 31, 2015.

VII.

The Consultant 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.

VIII.

The Consultant warrants that, to the best of his knowledge, there are no state or federal laws which would prevent him from entering into this agreement.

IX.

It is agreed and understood that the Consultant acts in the capacity of an independent contractor under this Agreement. Consultant will indemnify and hold the State harmless from and against all claims arising out of Consultant's performance including, but not limited to, the use of automobiles and/or other means of transportation.

X.

The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the board of Nurse Examiners and Consultant to attempt to resolve all disputes arising under this Agreement.

XI.

In accordance with Section 403.055(h) of the Texas Government Code, the Consultant agrees that any payments due to the Consultant under this contract will be first applied toward any debt and/or back taxes the Consultant 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 Consultant for the services, and may not apply if federal law conditions the receipt of the money for this service to the State on the basis of payment being made to the Consultant.

XII.

It is agreed and understood that the Agreement may be amended only upon written agreement between the Board and Consultant, but in no case will the Agreement be amended so as to make it conflict with the laws of the State of Texas.

XIII.

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.

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.

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: _____ 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) 305-6811
F: (512) 305-8101

Date: 9/4/13 Date: 8-30-13

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ADDENDUM

This will serve as an agreement to extend the Expert Consultant Agreement between the Texas Board of Nursing and entered on September 4, 2013, until August 31, 2016, per the terms of the Agreement.

TEXAS BOARD OF NURSING

By: _____

Katherine A. Thomas, MN, RN, FAAN
Executive Director for the
Texas Board of Nursing
333 Guadalupe Street
Suite 3-460
Austin, TX 78701
P: (512) 305-6811
F: (512) 305-8101

Date: 10-9-15

EXPERT

By: _____

Date: 10-8-15