

STATE OF TEXAS
COUNTY OF TRAVIS

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**AGREEMENT BETWEEN
THE TEXAS BOARD OF NURSING
AND
MARY BETH THOMAS, PHD, RN, FAAN
RENEWAL NO. 2**

The Texas Board of Nursing (the “Board” or “BON”) and Mary Beth Thomas, PhD, RN, FAAN (the “Contractor”) hereby make and enter into this renewal agreement (the “Renewal”) for the mutual considerations set forth below. For purposes of this Renewal, the Board and the Contractor are sometimes collectively referred to as the “Parties” or individually as a “Party.”

1 Authority for Agreement; Compliance with Procurement Laws

- 1.1 This Renewal is entered into by the Parties pursuant to Request for Proposals No. 507-18-054, posted on the Electronic State Business Daily on October 16, 2017, and published in the *Texas Register* on November 3, 2017, at 42 Tex. Reg. 6242 (the “RFP”). The Contractor was the sole bidder to the RFP. On December 14, 2017, the Board awarded the Board’s contract for Nursing Special Project Services to the Contractor, and the Parties executed an agreement (the “December 2017 Contract”). On November 20, 2018, the Parties exercised their first option to renew the contract for a period of one (1) year (“Renewal No. 1”).
- 1.2 Pursuant to Renewal No. 1 and Section 4.5 of the RFP, the Parties hereby exercise their second and final option to renew the contract for a period of one (1) year.

2 Contract Documents

This Renewal formally incorporates by reference all of the requirements, affirmations, specifications, responsibilities, and the terms and conditions found in RFP 507-18-054, the Contractor’s Response/Proposal, the December 2017 Contract, and Renewal No. 1.

3 Contractor’s 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.

4 Payment Structure and Payment Cap

4.1 Payment Structure and Payment Cap.

The Board agrees to pay Contractor eighty dollars (\$80.00) per hour for services under this Renewal, not to exceed \$99,999.00 for the term of the Renewal.

4.2 Payment for Services. The Contractor agrees to maintain documentation and receipts related to her performance under this Renewal. The Parties stipulate and agree that the total amount due to the Contractor for all services performed under this Renewal shall be the amount set forth in this Renewal. Payment will be made within thirty (30) days from receipt of a correct invoice or billing statement describing the work completed (the "Invoice").

1. The Invoice must include:
 - a. The Contractor's mailing address;
 - b. The Contractor's telephone number and e-mail address;
 - c. The name and telephone number of a person designated by the Contractor to answer questions regarding the Invoice;
 - d. The Board's name, agency number, and delivery address;
 - e. The Board's purchase order number, if applicable;
 - f. A reference to this Contract;
 - g. The Contract number or other reference number, if applicable;
 - h. A valid Texas identification number ("TIN") issued by the CPA;
 - i. Invoice Date;
 - j. Date(s) of service(s);
 - k. A description of the goods or services, in sufficient detail to identify the order which relates to the Invoice;
 - l. Unit numbers corresponding to the amount of the Invoice; and
 - m. Other relevant information supporting and explaining the payment requested.

2. The Invoice must be submitted to:

Texas Board of Nursing
333 Guadalupe St., Suite 3-460
Austin, Texas 78701; and
507accting@bon.texas.gov

5 Term; Termination

5.1 Term.

This Renewal shall begin on December 15, 2019, and terminate on December 14, 2020. The Board may extend the Renewal for six (6) months following the last period of renewal or for such additional time as deemed necessary to secure and transition to a new contract.

6 SIGNATORIES

IN WITNESS WHEREOF, the Parties have caused this Renewal to be executed by their undersigned, duly authorized representatives. This Renewal may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

This Renewal 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 Renewal may be amended only upon written agreement between the Board and Contractor, but in no case will the Renewal be amended so as to make it conflict with the laws of the State of Texas.

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

TEXAS BOARD OF NURSING

By 

Katherine Thomas, MN, RN, FAAN
Executive Director
Texas Board of Nursing
333 Guadalupe Street, Suite 3-460
Austin, TX 78701

Date 12/12/19

CONTRACTOR

By 

Mary Beth Thomas, PhD, RN, FAAN
2652 Barton Hills Dr.
Austin, TX 78704
mbttx@aol.com

Date 12/12/19