



STATE OF TEXAS §
 §
COUNTY OF HAYS §

401-A Broadway • San Marcos, Texas • 78666 • 512/393-5520



HAYS COUNTY LOCAL HEALTH DEPARTMENT

3.2 P.I.C. further agrees to provide annual staff education on subject of his/her choice.

SECTION 4. STANDARD OF PERFORMANCE

P.I.C. shall use ordinary care and reasonable diligence in the exercise of his/her duties, but shall not be liable for any mistake of judgement or other action taken in good faith or for any loss unless resulting from gross negligence. It is the intent of the County that the P.I.C. perform the duties outlined in Section 3 above in a manner that includes full disclosure to the County of any pertinent information relating to policies/procedures, and laws and regulations pertaining to Class "D" Pharmacies.

SECTION 5. PAYMENT

The county shall pay Tina Harris-Torres, Pharm D. a total fee of \$100.00 (one hundred dollars) per visit to complete the consulting services described in Section 3. The County shall make timely payments.

SECTION 6. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties and any changes or modifications to this Agreement must be approved by the Hays County Commissioner's Court.

SECTION 7. TERMINATION

This agreement may be terminated with or without cause by either party by providing written notice to the other party by certified mail. The termination shall be effective 30 (thirty) days after receipt of notice.

SECTION 8. CODE OF ETHICS AND STATE LAW

Tina Harris-Torres, Pharm D. hereby agrees to comply with the Hays County Code of Ethics attached hereto and incorporated for all purposes and with all applicable State laws in the performance of this agreement including, but not limited to, the Public Information Act and Open Meetings Act.

SECTION 9. VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas and the venue for any dispute arising from the performance of this agreement shall be in Hays County, Texas.



HAYS COUNTY LOCAL HEALTH DEPARTMENT

SECTION 10. INDEMNIFICATION

Tina Harris-Torres, Pharm D. shall indemnify and hold harmless all employees and agents of Hays County from any and all claims, demands, damages, expenses, liabilities, and injuries to persons or property arising from the negligent acts, errors, or omissions of Tina Harris-Torres, Pharm D. in performance of this agreement to the extent allowable under the laws of the State of Texas.

SECTION 11. NOTICE

Notices provided for by this agreement shall be forwarded to the addresses below:

Tina Harris-Torres, Pharm D.
406 Primavera Loop
Kyle, Texas 78640-0000

Hays County
111 E. San Antonio Street.
San Marcos, Texas 78666-7751

HAYS COUNTY

TINA HARRIS-TORRES, Pharm D.

Bert Cobb
Hays County Judge

8-13-2013

Date

Tina Harris-Torres, Pharm D.

8-22-13

Date



ATTEST:

Liz Gonzalez
Hays County Clerk