# TO THE PARTY OF TH

# HAYS COUNTY LOCAL HEALTH DEPARTMENT

# CONSULTING AGREEMENT BETWEEN HAYS COUNTY AND TINA MARIE HARRIS-TORRES

STATE OF TEXAS

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COUNTY OF HAYS

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#### RECITALS

WHEREAS, Hays County Local Health Department is required to retain a professional Pharmacist-in-charge (P.I.C.) to assist with consultation services for the County Health Department; and,

WHEREAS, the Hays County Commissioner's Court approved an agreement between Hays County and Tina Harris-Torres, Pharm D.

**NOW, THEREFORE,** in consideration of the mutual promise and covenants contained in this agreement, it is hereby agreed as follows:

## **SECTION 1. PARTIES**

This consulting agreement is entered into between Hays County, Texas (hereinafter referred to as "County") represented by Judge Bert Cobb and Tina Harris-Torres, Pharm D. (hereinafter referred to as "P.I.C.")

# **SECTION 2. TERM OF AGREEMENT**

The term of this agreement shall begin on  $\frac{7/25}{,}$  2013 through  $\frac{9/30}{,}$  2014, then renewable on an annual basis.

# **SECTION 3. PERFORMANCE**

# 3.1 P.I.C. agrees to:

- (a) Annually review the County's current Health/Rx policies and procedures, and
- (b) Perform a site inspection of the facilities once a month, and
- (c) Provide updates on laws and regulations that pertain to Class "D" Pharmacies, and
- (d) Provide services not listed above as may be necessary or negotiated.
- (e) Notify County if temporarily unable to discharge agreed upon duties within a reasonable time in order for County to contract with a temporary Consulting Pharmacist

# 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.

8-27-13

Date

ATTEST:

Hays County Clerk