

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Discussion and possible action to authorize the County Judge to execute a contract with Tina Mari Harris-Torres, Pharm D to provide pharmacy services to the Hays County Local Health Department.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 13, 2013	\$100.00 per visit

**LINE ITEM NUMBER**

120-675-00.5448

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
GARZA	COBB	N/A

**SUMMARY**

The Hays County Local Health Department's status as a Class D Pharmacy requires the County to retain a professional Pharmacist-in-Charge (P.I.C.) to perform monthly audits of the program. The Texas State Board of Pharmacy requires a monthly inspection and an annual in-service. The contract will be renewable annually.



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.

**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

\_\_\_\_\_  
Tina Harris-Torres, Pharm D.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Liz Gonzalez  
Hays County Clerk