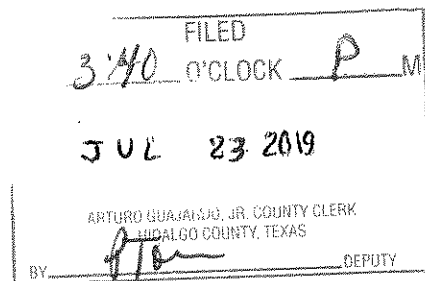


THE STATE OF TEXAS
COUNTY OF HIDALGO

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CONTRACT FOR PROFESSIONAL PHARMACUTICAL SERVICES
C-19-106-07-16

THIS AGREEMENT is made as of the 16th day of, July 2019, by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and **DAVID MAX CASTRO**, (hereinafter "Pharmacist" and/or "Contractor") to serve at the pleasure of the Hidalgo County Commissioners' Court.

WITNESSETH:

WHEREAS, County desires to contract with a competent licensed pharmacist to provide professional pharmacy and related services for Hidalgo County through its Health and Human Services Department (HCHHSD). The pharmacist will be in charge of all County Health Clinic pharmacies and perform the services that are more specifically set forth hereinafter; and

WHEREAS, the parties recognize that the proper performance of pharmacy and related services requires the supervision and direction of a pharmacist who has the training, experience, and qualifications necessary to practice in the profession of pharmacy;

WHEREAS, Pharmacist provided the Curriculum Vitae of the Pharmacist, attached hereto as **Exhibit "A"**; and a statement of cost to provide pharmacy and related Services for Hidalgo County, attached hereto as **Exhibit "B"**; and all of which are incorporated by reference herein and made a part of this Agreement;

WHEREAS, Pharmacist is located in and is able to provide services throughout Hidalgo County.

WHEREAS, Pharmacist has demonstrated competence and qualifications to perform the services; and, has provided a fair and reasonable price to provide said services.

WHEREAS, Pharmacist has agreed to provide the services enumerated hereinafter and is willing to accept the responsibility of providing Services to County in accordance with recognized pharmaceutical, medical, or related standards, and the terms and conditions set forth in this Agreement; and

financial obligation on behalf of the County without prior written approval of the County. Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

5. **Term.** The term of this Contract shall be for a period of two (2) years and shall commence on July 16, 2019 and end on July 15, 2021 with the option to renew for one (1) one (1) year option(s) reserved solely with the County.

6. **Termination.** Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County or Contractor, with or without cause, with thirty (30) days written notice prior to cancellation, or (d) until County has engaged the services of a new registered pharmacists for Hidalgo County Health and Human Services Department. If County is unable to find a suitable replacement, Contractor agrees to continue at the same terms, conditions and compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

7. **Insurance.** Consistent with its status as an independent contractor and at its sole expense, Contractor agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Contractor's activities and all persons, vehicles, equipment and property connected with providing Services, including, but not limited to professional liability insurance covering Contractor's activities in providing the services to County. The amount of insurance required shall be in accordance with amounts specified by the County below or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code. These requirements do not establish limits of Contractor's liability. Contractor is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance contractor authorized to do business in the State of Texas and acceptable to County. Contractor shall cause all subcontractors utilized by Contractor to also comply with these specifications. For each applicable policy, Contractor shall name the County as an additional insured. Contractor shall notify County a minimum of thirty

WITNESS our hands in duplicate originals this _____ day of _____, 2019.

COUNTY OF HIDALGO, TEXAS

By: Richard F. Cortez
Richard F. Cortez, County Judge



ATTEST:
By: Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 7/16/19

PHARMACIST:

By: David Max Castro
Printed Name: DAVID MAX CASTRO

Approved by Commissioners' Court on: 7/16/19

Approved as to form:

Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: Róbert Viña, III
Róbert Viña, III, Assistant District Attorney