

INDEPENDENT CONTRACTOR – PHARMACIST SERVICE AGREEMENT

I. PARTIES

This Independent Agreement (“Agreement”), created on December 1st, 2024, between City of Laredo Detoxification Department, ROOTS Recovery Center (“Center”), and Joe Sowunmi (“Pharmacist”).

The Center and the Pharmacist are each referred to as a “Party” and, collectively, as the “Parties” agree to the following:

II. NATURE OF THE AGREEMENT

The Center seeks a Pharmacist to for the Detoxification Department’s 24-bed in-patient medical detoxification and crisis stabilization facility. The Pharmacist services required are as follows:

- (a) Provide clinical pharmaceutical care to patients.
- (b) Review and execute physician’s prescriptions checking their appropriateness and legality.
- (c) Organize the pharmacy in an efficient manner to make the identification of products easier and faster.
- (d) Maintain full control over delivering, stocking, and labeling medicine and other products and monitor their condition to prevent expiring or deterioration.
- (e) Listen carefully to patients to interpret their needs and provide appropriate patient counseling on treatment and any allergies they may have.
- (f) Provide assistance to other medical services such as injections, blood pressure/temperature measurements, etc.
- (g) Prepare medicine when appropriate using correct dosages and material for each individual patient.
- (h) Keep records of patient history and of all activities regarding heavy medications.
- (i) Oversee Pharmacy Technician.
- (j) Comply with all applicable legal rules, regulations, and procedures.

III. CONSIDERATIONS & PAYMENT

For the work performed, payment for services will be \$75/hr. Payments should be made at the end of each month upon submission of the invoice detailing the numbers of hours performed not to exceed \$60,000.

The Center engages and retains the Pharmacist to provide the services and the Pharmacist hereby accepts such engagement and agrees to provide the services.

IV. TERMS & TERMINATION

This Agreement shall be effective as of the date set forth and shall continue for a period of 10 months.

This Agreement may be terminated with a 30-day written notice by either Party, immediately upon material breach of either party of the provisions under this Agreement, suspension or withdrawal of license, or as deemed necessary by the applicable regulatory authorities.

V. CONVENANTS, REPRESENTATIONS, & WARRANTIES

The Center represents and warrants that it is authorized to operate and perform clinical services and transactions, licensed in accordance with the laws and regulations of the State of Texas.

The Pharmacist represents and warrants that they are licensed and authorized to perform the pharmaceutical services for the Center, and is trained, experienced, and certified.

The Center shall furnish the Pharmacist with reasonable administrative support to accomplish the duties and responsibilities under this Agreement.

The Center shall periodically evaluate Pharmacist's performance under this Agreement.

The Pharmacist is hereby retained to work for the Center and agrees to devote time, energy, and skills to deliver the duties and obligations stated in this Agreement.

VI. GENERAL PROVISIONS

1. RELATIONSHIP

The Pharmacist acknowledges that this Agreement does not constitute an employment relationship with the Center. The Pharmacist shall remain as a non-exclusive independent contractor hereunder.

2. COMMUNICATION

All forms of communication must be written and promptly delivered to the receiving Party through email.

Dr. Viviana Martinez svmartinez@ci.laredo.tx.us

Dr. Joe Sowunmi elgbata123@gmail.com

All shared information during the performance of this Agreement shall be deemed confidential, and the Parties shall protect such information from any third party.

3. APPLICABLE LAW

This Agreement and the interpretation of its terms will be under the laws of and subject to the exclusive jurisdiction of the State of Texas.

SIGNATURE

IN WITNESS WHEREOF, each of the Parties has executed these agreements as of the day and year set forth above.

CITY OF LAREDO

ROOTS RECOVERY CENTER authorized signature:

_____ **Date:** _____
Joseph Neeb
City Manager

_____ **Date:** _____
Viviana Martinez, Ph.D., DHA, LCDC, CART, QMHP
Detoxification Director
1300 Chicago St.
Laredo, Texas 78040
956-679-2826

APPROVED AS TO FORM

_____ **Date:** _____
Amber Holmes
Assistant City Attorney

_____ **Date:** _____
Mario Maldonado, Jr.
City Secretary

Provider:

_____ **Date:** _____

Joe Sowunmi
1918 Silverwood Drive
Laredo, Texas 78045