PHARMACIST'S SERVICES AGREEMENT

This Agreement is entered into on the 1st day of September 2010, by and between Collin County, Texas, a political subdivision of the State of Texas ("County"), and Jerry Barnett, R.Ph., a pharmacist licensed to practice pharmacy in the State of Texas ("Mr, Barnett") .

RECITALS.

1. The County is required to maintain a Class D pharmacy license for Health Care Services.
2. Maintenance of a Class D pharmacy license requires that a licensed pharmacist be available to provide certain pharmacy services.
3. Mr. Barnett is willing to provide pharmacy services upon the terms and subject to the conditions set forth herein.

Therefore, under the authority of the Texas Pharmacy Act, Tex. Rev. Civil Stat. Ann. Art. 4542a-1 (the "Act"), the parties agree as follows:

Section 1 — Definitions

1. Pharmacist's Services - The term "Pharmacist's Services" shall mean those services required by the Act for the operation and maintenance of a Class D pharmacy.
2. Pouring of Medications - The term "pouring of medications" shall mean the allocation of medications received in bulk quantities into individual prescription containers.
3. Labeling of Medications - The term "labeling of medications" shall mean affixing to the individual prescription containers a preprinted label clearly stating the name and strength of the medication, the frequency with which it is to be taken, any special instructions as to how it is to be taken, and the name of the organization providing the medications.

Section 2 — Term.

The term of this Agreement ("Initial Term") shall commence on the 1st day of September, 2010, and shall continue in full force and effect until August 31, 2011, in accordance with the term of Health Care Services' Class D pharmacy license. Prior to or upon expiration of the initial term the parties may agree to renew the term of the Agreement for additional periods ("Renewal Terms") as mutually agreed upon. Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

Section 3 — License

Mr. Barnett shall at all times during the term of this Agreement maintain in full force and effect the license issued to him by the Texas State Board of Pharmacy, Tex. Rev. Civil Stat. Ann. Art. 4542a-1.

Section 4 — Services

Mr. Barnett agrees that he shall provide those pharmacist's services required by the Act for the operation and maintenance of a Class D pharmacy, including but not limited to pouring of medications and labeling of medications in accordance with standing physician's orders, and inventory control and maintenance in accordance with the policies and procedures specified by the Act.

Section 5 — Compensation.

The County agrees to pay Mr. Barnett for pharmacist's services provided under this contract at a rate of $200.00 per month.

Section 6 — Insurance

The parties agree that Mr. Barnett shall be an independent contractor and not an employee of the County under this agreement, and that Mr. Barnett shall purchase and maintain such professional liability insurance as will protect him from any claims arising out of or incident to the services provided by Mr. Barnett under the provisions of this Agreement.

Section 7 — Indemnification

Mr. Barnett shall indemnify, forever hold harmless, and defend the County, its agents, employees, and representatives from any and all claims, liability, loss, damage, injury, judgments, or other costs arising out of or incident to any act or omission of Mr. Barnett, its employees or agents.

Section 8 -- Amendment

This Agreement shall not be amended or modified other than in a written agreement signed by all parties hereto.

Section 9 — Controlling Law

This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

Section 10 — Notices.

All written communications provided for there under shall be deemed to be given when delivered in person or deposited in the United States Mail, First Class, Registered or Certified, Return Receipt Requested, with proper postage prepaid addressed as follows:

(a) If to Mr. Barnett, address to:
Jerry Barnett, R.Ph.
2516 Peachtree Lane
McKinney, Texas 75070
Tel: 972-562-8437

(b) If to the county, address to:
Collin County Purchasing
200 S. McDonald Street, Suite 230
McKinney, Texas 75069

With a copy to:

Administrator
Collin county Health Care Services
825 N. McDonald Street
McKinney, Texas 75069

Or to such other address as may from time to time be specified in a notice given as provided in this Section 10.

Section 3.1 — Captions.
The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit, or expand the express provisions of this Agreement.

Section 12 — Counterparts.
This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed to be an original.

Section 13 — Assignability.
Neither this Agreement nor any duties or obligations hereunder shall be assignable by Mr. Barnett without the prior written consent of the County.

Section 14 — Obligations of Condition.
All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligations under the Agreement.

Section 15 — Exclusive Right to Enforce this Agreement.
Mr. Barnett agrees to comply with all requirements of the Act and any applicable regulations promulgated there under and to cooperate with the County in order to facilitate the County's compliance with such requirements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Jerry Barnett, R. Ph.

By: Jerry Barnett

Title: Pharmacist

Date:

COUNTY
Collin County Texas

By:

Title President

Date: 9/14/10