

**FIRST AMENDMENT  
PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
EUREKA PHARMACY, LLC  
FOR FISCAL YEARS 2022-2023 THROUGH 2025-2026**

This First Amendment to the Professional Services Agreement dated November 23, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Eureka Pharmacy, LLC, doing business as Cloney's Long Term Care Pharmacy, a California limited liability company, hereinafter referred to as "CONTRACTOR," is entered into this 14<sup>th</sup> day of MAY, 2024.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Behavioral Health ("DHHS – Behavioral Health"), desired to retain a qualified professional organization to provide pharmaceutical consultation services to various DHHS – Behavioral Health programs and facilities; and

WHEREAS, on November 23, 2022, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of such pharmaceutical consultation services; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend certain provisions of the Professional Services Agreement in order to extend the term thereof and increase the maximum amount payable thereunder.

NOW THEREFORE, the parties mutually agree as follows:

1. The title of the Professional Services Agreement is hereby amended to read as follows:

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
EUREKA PHARMACY, LLC  
FOR FISCAL YEARS 2022-2023 THROUGH 2025-2026**

2. Section 2 – Term of the Professional Services Agreement is hereby amended to read as follows:

2. TERM:

This Agreement shall begin on July 1, 2022, and shall remain in full force and effect until June 30, 2026, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

3. Section 4 – Compensation of the Professional Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Fifty-Two Thousand Dollars

(\$52,000.00). In no event shall the maximum amount paid under this Agreement exceed Seven Thousand Dollars (\$7,000.00) for fiscal year 2022-2023 and Fifteen Thousand Dollars (\$15,000.00) per fiscal year for fiscal years 2023-2024 through 2025-2026. CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as set forth herein.

- B. Schedule of Rates. COUNTY shall compensate CONTRACTOR at the flat hourly rate of Seventy-Five Dollars (\$75.00) per hour for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement.
- C. Additional Services. Any additional services not otherwise set forth herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.
- D. Effect of Nonpayment. In the event COUNTY cannot, or will not, pay for the services provided pursuant to the terms and conditions of this Agreement, CONTRACTOR shall hold harmless the State of California and Medi-Cal Beneficiaries.

- 4. Except as modified herein, the Professional Services Agreement dated November 23, 2022 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Professional Services Agreement, the provisions of this First Amendment shall govern.

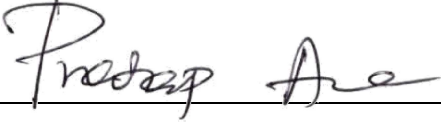
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR LIMITED LIABILITY COMPANIES PURSUANT TO THE CALIFORNIA CORPORATIONS CODE:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER; OR
- (3) ANY OTHER PROPERLY AUTHORIZED OFFICIAL OR EMPLOYEE.

**EUREKA PHARMACY, LLC:**

By: 

Date: 05/01/2024

Name: PRATAP ANNE

Title: DIRECTOR

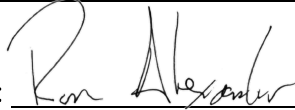
By: 

Date: 05/02/2024

Name: KUMAR K

Title: MANAGER

**COUNTY OF HUMBOLDT:**

By:   
Humboldt County Purchasing Agent

Date: 5/14/2024

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: Phillips, Amanda Digitally signed by Phillips, Amanda  
Date: 2024.05.13 12:38:34 -07'00'  
Risk Management

Date: 05/13/2024