

AGREEMENT NO. 24-088

AMENDMENT 3

Original Agreement	MH-22-056
Amendment 1	PA-24-49, MH-22-056-A1
Amendment 2	PA-24-49-A1, MH-22-056-A2

**THIRD AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. MH-22-056**

This Third Amendment to Agreement No. MH-22-056 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Keffeler Pharmacy, Inc. DBA Myers Medical Pharmacy**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. MH-22-056 was entered into on May 25, 2023 (the "Initial Agreement"); and

WHEREAS, First Amendment No. PA-24-49, MH-22-056-A1 was entered into on February 7, 2024; and

WHEREAS, Second Amendment No. PA-24-49-A1, MH-22-056-A2 was entered into on April 3, 2024; and

WHEREAS, the Initial Agreement, First Amendment, and Second Amendment are referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this Third Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the amount set out in the Agreement from \$49,000 to \$58,800; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B, Payment Terms to reflect the amount increase.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased from \$49,000 to \$58,800.
2. The Exhibit B, Payment Terms, set out in the Agreement is hereby altered and a new Exhibit B is attached herein.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF


DEPARTMENT FISCAL REVIEW:

By: 
Jenine Miller, Psy.D., BHRS Director

Date: 5/21/24


Budgeted: Yes
Budget Unit: 4049
Line Item: 86-2170
Org/Object Code: SUCOSP
Grant: Yes
Grant No.: 15PBJA-21-GG-04559-COAP

COUNTY OF MENDOCINO

By: 
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 06/25/2024

ATTEST:
DARCIE ANTLE, Clerk of said Board


By: 
Deputy 06/25/2024

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: 
Deputy 06/25/2024

INSURANCE REVIEW:

By: 
Risk Management

Date: 05/15/2024

CONTRACTOR/COMPANY NAME

By: 
Tim Keffeler, Owner

Date: 5/16/24

NAME AND ADDRESS OF CONTRACTOR:

Keffeler Pharmacy, Inc. DBA
Myers Medical Pharmacy
260 Hospital Drive, Suite 111
Ukiah, CA 95482
707-468-1866
rxtim@pacific.net

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement


COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: 
COUNTY COUNSEL

Date: 05/15/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 05/15/2024

Signatory Authority: \$0-25,000 Department: \$25,001 - 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed EB# 24-144
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

EXHIBIT B

PAYMENT TERMS

- I. COUNTY will pay CONTRACTOR the established rates below, upon receipt of invoice, as follows:

Item	Each	FY22-24
Narcan (Naloxone)	Up to \$145, Or current market price	\$58,800

- A. Cost is subject to current market prices.
- B. CONTRACTOR shall provide quote for Narcan, to COUNTY, within one (1) working week of placed order. Once quote is approved by COUNTY, CONTRACTOR will place order. COUNTY will submit request for payment, and will receive order when payment is available, usually within fourteen (14) days.
- C. Quotes shall be submitted in writing via email to:

COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
Jill Ales
alesj@mendocinocounty.org

- II. The maximum amount payable under this Agreement shall not exceed Fifty-Eight Thousand Eight Hundred Dollars (\$58,800) for the term of this Agreement.

[END OF PAYMENT TERMS]