



Monterey County Board of Supervisors

Board Order

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A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

Agreement No.: A-13703, Amendment No. 3

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-13703) with Kit Check, Inc. for scanning equipment and web-based software to automate the pharmacy kit processing at NMC, extending the agreement an additional two (2) year period (August 15, 2020 through August 14, 2022) for a revised full agreement term of August 15, 2014 through August 14, 2022, and adding \$100,000 for a revised total agreement amount not to exceed \$326,000.

PASSED AND ADOPTED on this 9th day of June 2020, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 9, 2020.

Dated: June 9, 2020
File ID: A 20-129
Agenda Item No.: 17

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Joel G. Pablo, Deputy

**AMENDMENT NO. 3
TO THE PURCHASE AGREEMENT
BETWEEN KIT CHECK, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
SCANNING EQUIPMENT AND WEB-BASED SOFTWARE TO AUTOMATE PHARMACY KIT
PROCESSING**

This Amendment No. 3 to the Purchase Agreement ("Purchase Agreement") which was effective on August 15, 2014 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "Purchaser"), and Kit Check, Inc. (hereinafter "Kit Check"); (collectively, the County, Purchaser and Kit Check are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Purchase Agreement was executed for scanning equipment and web-based software to automate pharmacy kit processing, with a term August 15, 2014 through August 14, 2017 and a total Agreement amount not to exceed \$95,000; and

WHEREAS, Purchaser and Kit Check amended the Agreement on August 15, 2017 via Renewal and Amendment No. 1 to extend the term for an additional three (3) year period through August 14, 2020 and to \$87,000, thereby increasing the total Agreement amount to \$182,000; and

WHEREAS, Purchaser and Kit Check amended the Agreement on September 30, 2019 via Amendment No. 2 to add an additional \$44,000, thereby increasing the total Agreement amount to \$226,000 with no changes to the term of the Agreement August 15, 2014 through August 14, 2020; and

WHEREAS, Purchaser and Kit Check currently wish to amend the Purchase Agreement via Amendment No. 3 to extend the term for an additional two (2) year period through August 14, 2022 for a revised Agreement term of August 15, 2014 through August 14, 2022, to allow for NMC to continue the use of the web-based software at the same rates stated in the Purchase Agreement, and to increase the amount payable by \$100,000 for a total Agreement amount not to exceed \$326,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Purchase Agreement as follows:

The Purchase Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Renewal and Amendment No 1, Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. The last sentence of the paragraph titled, "FEES AND PAYMENT TERMS" shall be amended to the following:
"The total amount payable by Purchaser to Kit Check under this Agreement shall not exceed the sum of \$326,000."

2. Except as provided herein, all remaining terms, conditions and provisions of the Purchase Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Original Purchase Agreement and in Renewal and Amendment No. 1 and Amendment No. 2.
3. A copy of this Amendment No. 3 shall be attached to the Original Purchase Agreement.
4. This Amendment No. 3 shall be effective when signed by both Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: [Signature]
Gary R. Gray, DO, CEO

Date: 4/6/2020

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: 4/6/2020

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 4/6/2020

CONTRACTOR

Kit Check, Inc.

CONTRACTOR's Business Name
See instructions below

By: [Signature]
(Signature of: Chair, President, or Vice-President)

Kevin MacDonald, CEO
Name and Title

Date: 3/25/20

By: Kristyn Reed-Salow
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Kristyn Reed-Salow, CFO
Name and Title

Date: 03 / 25 / 2020

Instructions

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).