

**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: \_\_\_\_\_  
Gary R. Gray, DO, CEO


Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By:  \_\_\_\_\_  
Monterey County Deputy County Counsel

Date: 4/6/2020

**APPROVED AS TO FISCAL PROVISIONS**

By:  \_\_\_\_\_  
Monterey County Deputy Auditor/Controller


Date: 4/6/2020

**CONTRACTOR**

**Kit Check, Inc.**

**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

By:  \_\_\_\_\_  
(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).