

**RENEWAL & AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN KIT CHECK, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
SCANNING EQUIPMENT AND WEB-BASED SOFTWARE TO AUTOMATE PHARMACY KIT
PROCESSING**

This Renewal & Amendment No. 4 to the Services Agreement (“Agreement”) which was effective on August 15, 2014 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Kit Check, Inc. (“Kit Check”); ”); **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and CONTRACTOR are referred to as the “Parties” to this Agreement, with respect to the following:**

RECITALS

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

WHEREAS, the Agreement expired on August 14, 2017; and

WHEREAS, COUNTY and Kit Check renewed and amended the Agreement on August 29, 2017 via Renewal and Amendment No. 1 to extend the term for an additional three (3) year period through August 14, 2020 and to add an additional \$87,000, thereby increasing the total Agreement amount to \$182,000; and

WHEREAS, COUNTY and Kit Check amended the Agreement on September 24, 2019 via Amendment No. 2 to add an additional \$44,000, thereby increasing the total Agreement amount to \$226,000, with no change to the Agreement term; and

WHEREAS, COUNTY and Kit Check amended the Agreement on June 9, 2020 via Amendment No. 3 to extend the term for an additional two (2) year period through August 14, 2022 and to add an additional \$100,000, thereby increasing the total Agreement amount to \$326,000; and

WHEREAS, the Agreement expired on August 14, 2022; and

WHEREAS, COUNTY and Kit Check currently wish to amend the Agreement to extend it for an additional three (3) year period through August 14, 2025 to allow for services to continue with no additions to the original scope of work, and to add an additional \$150,000 for a total Agreement amount of \$476,000.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, Amendment No. 2, and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, “TERM” shall be amended to the following:
“This Agreement shall remain in effect for an initial term of eleven (11) years commencing on August 15, 2014 through August 14, 2025, unless terminated earlier by Purchaser or Kit Check in accordance with the terms of this Agreement (the “Term”).”

2. The last sentence of paragraph titled, “FEES AND PAYMENT TERM” shall be amended to the following:
“The total amount payable by COUNTY under this Agreement shall not exceed the sum of \$476,000.”
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal & Amendment No. 4 and shall continue in full force and effect as set forth in the Original Agreement and in Renewal & Amendment No. 1, Amendment No. 2 and Amendment No. 3.
4. A copy of this Renewal & Amendment No. 4 shall be attached to the Agreement.
5. This Renewal & Amendment No. 4 shall be effective on August 15, 2022.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Renewal & Amendment No. 4 on the basis set forth in this document and have executed this Renewal & Amendment No. 4 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: *Stacy Jay Spiller*
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 8/1/2022

APPROVED AS TO FISCAL PROVISIONS

By: *Gary Giboney*
Monterey County Deputy Auditor/Controller

Date: 8/1/2022

CONTRACTOR

Kit Check, Inc.

CONTRACTOR's Business Name

See instructions below

DocuSigned by:
By: *Kevin MacDonald*
CC340A1FDE88441
(Signature of: Chair, President, or Vice-President)

Kevin MacDonald CEO
Name and Title

Date: 29-Jul-22

DocuSigned by:
By: *Erica Tingley*
216220FE80B145F
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Erica Tingley CFO
Name and Title

Date: 29-Jul-22

*****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).