



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

**Agreement No.: A-13703, Amendment No. 2**

- a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the purchase agreement (A-13703) with Kit Check, Inc. for scanning equipment and web-based software to automate the pharmacy kit processing at NMC, adding \$44,000 for a revised total agreement amount not to exceed \$226,000, with no changes to the term of the agreement August 15, 2014 through August 14, 2020.
- b. Authorize the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$9,500) of the original cost of the agreement.

PASSED AND ADOPTED on this 24<sup>th</sup> day of September 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker, and Adams  
NOES: None  
ABSENT: None

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 September 24, 2019.

Dated: September 24, 2019  
File ID: A 19-348  
Agenda Item: 16

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

  
Julian Lorenzana, Deputy

**AMENDMENT NO. 2  
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. 2 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 to allow for services to continue for a revised Agreement term of August 15, 2014 through August 14, 2020 and to increase the amount payable by \$87,000, thereby increasing the total Agreement amount to \$182,000; and

**WHEREAS**, Purchaser and Kit Check currently wish to amend the Purchase Agreement via Amendment No. 2 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 \$44,000 for a total Agreement amount not to exceed \$226,000, with no changes to the term of the Agreement August 15, 2014 through August 14, 2020.

**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 Purchase Agreement and in Renewal and Amendment No 1 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 \$226,000.”*
2. Except as provided herein, all remaining terms, conditions and provisions of the Purchase Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Original Purchase Agreement and in Renewal and Amendment No. 1.
3. A copy of this Amendment No. 2 shall be attached to the Original Purchase Agreement.
4. This Amendment No. 2 shall be effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: [Signature]  
Gary R. Gray, DO, CEO  
Date: 9/3/19

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]  
Monterey County Deputy County Counsel  
Date: 9-10-19

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]  
Monterey County Deputy Auditor/Controller  
Date: 9-11-19

CONTRACTOR

**Kit Check, Inc.**

**CONTRACTOR's Business Name**

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

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

Kevin MacDonald, President  
Name and Title

Date: 8/23/19

By: [Signature]  
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Kristyn Reed Selow  
Name and Title

Date: 8/23/19

\*\*\*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).