## 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.

CONTRACTOR

NATIVIDAD MEDICAL CENTER

By:Gary R. Gray, DO, CEO	Kit Check, Inc.  CONTRACTOR's Business Name  ****See instructions below***
Date:	By:(Signature of: Chair, President, or Vice-President)
APPROVED AS TO LEGAL PROVISIONS	Kenh Maclonald President Name and Title
By: Monterey County Deputy County Counsel	Date: S/73/19
Date:9 -10 -19	
By:  Monterey County Deputy Auditor/Controller	By: (Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)    Colstyn Red Selow Name and Title
Date:	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

required).

required).

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

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