

**RENEWAL AND AMENDMENT NO. 10
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
KRONOS INC.
FOR
Software support and Professional Services**

This Renewal and Amendment No. 10 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Kronos Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties").

RECITALS

WHEREAS, the Agreement was executed for Visionware, Workforce Timekeeper and Workforce Scheduler Services with a term of November 20, 2007 through September 30, 2010 and a total Agreement amount not to exceed \$558,930; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 1 to extend the term for an additional one year period through September 30, 2011 and to add an additional \$1,861,450, thereby increasing the total agreement amount to \$2,420,380; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 2 add an additional \$58,410, thereby increasing the total agreement amount to \$2,478,790; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 3 to extend the term for an additional twenty one (21) month period through June 30, 2013 and to reduce the amount by \$848,053, thereby decreasing the total agreement amount to \$1,630,737; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No.4 to extend the term for an additional one year period through June 30, 2014 and to add an additional \$584,126, thereby increasing the total agreement amount to \$2,214,863; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 5 to add an additional \$241,500, thereby increasing the total agreement amount to \$2,456,363; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 6 to extend the term for an additional one year period through June 30, 2015 with no increase to the total agreement amount; and

WHEREAS, Exhibit 4 & 5 of the Original Agreement, Attachment A of Amendment No.1, Attachments A & B of Amendment No.2, Amendment No.4 to Exhibit 1 of Amendment No.4, and Amendment No.5 to Exhibit A of Amendment No.5 shall be collectively referred to as "Exhibit A" from this point forward and shall represent the collective statement of work to date; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 7 to extend the term for an additional one year period through June 30, 2016 and to add an additional \$126,328 thereby increasing the total agreement amount to \$2,582,692; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 8 to add Kronos additional Work Force Licenses as per Exhibit A-8 Support Services for an additional \$114,466 for a revised total Agreement amount not to exceed \$2,697,158; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 9 extend the term for additional six (6) month period through December 31, 2016 and add Maintenance Services as per the attached Exhibit A-9 Service Quotes, thereby increasing the total Agreement amount by \$158,268 for a revised total Agreement amount not to exceed \$2,855,426.

WHEREAS, the Parties wish to renew and amend the Agreement via Renewal and Amendment No. 10 to extend the agreement an additional six (6) months period (January 1, 2017 through June 30, 2017) for a full agreement term of November 20, 2007 through June 30, 2017, with no increase to the total Agreement amount of \$2,855,426.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended via Renewal and Amendment No. 10 on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. This Renewal and Amendment No. 10 has a retroactive effective date of January 1, 2017 for a revised full Agreement term of November 20, 2007 through June 30, 2017 unless sooner terminated pursuant to the terms of this RENEWAL and per the Agreement.
2. Section 1.1 under **"TERM OF AGREEMENT"** shall be amended to following; ***"The term of the AGREEMENT is November 1, 2007 through and including June 30, 2017"***.
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 10 and shall continue in full force and effect as set forth in the Agreement and in Amendment No.1, Amendment No. 2, Amendment No. 3, Renewal and Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No.8 and Amendment No. 9.
4. A copy of this Renewal and Amendment No. 10 shall be attached to the Original Agreement.
5. If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL AND AMENDMENT, the provisions of this RENEWAL AND AMENDMENT shall govern.

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~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereby execute this RENEWAL AND AMENDMENT NO. 10 as follows:

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: AB
Monterey County Deputy County Counsel

Date: 12-21-16

APPROVED AS TO FISCAL PROVISIONS

By: Don Hally
Monterey County Chief Deputy Auditor/Controller

Date: 12/22/16

CONTRACTOR

CONTRACTOR's Business Name

See instructions below

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

Name and Title

Date: _____

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

Name and Title

Date: _____

*****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. (2 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. (2 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. (1 signature required)