

**RENEWAL AND AMENDMENT NO. 11
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. 11 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, NMC and CONTRACTOR amended the Agreement via Renewal and Amendment No. 10 extend the term for additional six (6) month period (January 1, 2017 through June 30, 2017) for a revised full agreement term of November 20, 2017 through June 30, 2017, with no additional increase to the total agreement amount of \$2,855,426.

WHEREAS, the Parties wish to renew and amend the Agreement via Renewal and Amendment No. 11 to extend the agreement an additional twelve (12) months period (July 1, 2017 through June 30, 2018) for a full agreement term of November 20, 2007 through June 30, 2017 and add Kronos additional Work Force Licenses as "Exhibit A-11 per Renewal and Amendment No. 11" and Support Services for an additional \$156,630 for a revised total Agreement amount not to exceed \$3,012,056; and

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended via Renewal and Amendment No. 11 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. 11 has a retroactive effective date of July 1, 2017 for a revised full Agreement term of November 20, 2007 through June 30, 2018 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, 2018"*.
3. Section 5, "Compensation and Payment" shall be amended to the following; *"It is mutually understood and agreed by both parties CONTRACTOR shall be compensated under the Agreement in accordance with the Exhibit A-11 per Renewal and Amendment No. 11 attached hereto this Renewal and Amendment No. 10 plus all previous Order Forms which document the pricing for new services, Support Services Quotes and Service Renewal Quotes that are attached to the Agreement and subsequent amendments, all of which document pricing for the continuation of existing services, all in accordance with the payment terms and conditions of the Agreement"*.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 11 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, Amendment No. 9 and Renewal and Amendment No. 10.
5. A copy of this Renewal and Amendment No. 11 shall be attached to the Original Agreement.
6. 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.

Renewal and Amendment No. 11

Kronos Inc.

Term: November 20, 2007 through June 30, 21017

Not to Exceed: \$ 3,012,056.

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~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereby execute this RENEWAL AND AMENDMENT NO. 1 as follows:

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By:
Monterey County Deputy County Counsel

Date: 8.2.17

APPROVED AS TO FISCAL PROVISIONS

By:
Monterey County Chief Deputy Auditor/Controller

Date: 8-7-17

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)

Renewal and Amendment No.
Kronos Inc.
Term: November 20, 2007 through June 30, 21017
Not to Exceed: \$ 3,012,056.



Support Services Quote

Page 1 of 3

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: NATIVIDAD MEDICAL CENTER
Solution ID: 6083270
Contract #: 1178219 R03-MAR-17
Date: 20-JUN-2017
Prepared by: Yolanda Abram / US West3

Bill To: NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS CA 93906
 UNITED STATES

Ship To: NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS CA 93906
 UNITED STATES

Contact: L. JANINE BOUYEA
Email: bouyeaj@natividad.com

CONTRACT SUMMARY

Contract Period: 01-JUL-2017 - 30-JUN-2018

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	\$126,132.99	\$0.00	\$126,132.99
Equipment Support Services	\$16,667.95	\$0.00	\$16,667.95
Educational Services	\$4,810.00	\$0.00	\$4,810.00
Total	\$147,610.94	\$0.00	\$147,610.94

Annualized Contract Value: \$147,610.94

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

NATIVIDAD MEDICAL CENTER	KRONOS INCORPORATED
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Support Services Quote

Page 2 of 3

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: NATIVIDAD MEDICAL CENTER
Solution ID: 6083270
Contract #: 1178219 R03-MAR-17
Date:
Prepared by: Yolanda Abram / US West3

Bill To: NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS CA 93906
 UNITED STATES

Ship To: NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS CA 93906
 UNITED STATES

Contact: L. JANINE BOUYEA
Email: bouyeaj@natividad.com

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Gold	KSS TOOL,FT-PT ANALYSIS REPORT V7		01-JUL-2017	30-JUN-2018	365
2	Gold	WORKFORCE ABSENCE MANAGER V7	1,800	01-JUL-2017	30-JUN-2018	365
3	Gold	WORKFORCE ADMINISTRATOR HR/PR V7	15	01-JUL-2017	30-JUN-2018	365
4	Gold	WORKFORCE ANALYTICS FOR HEALTHCARE V7	1,800	01-JUL-2017	30-JUN-2018	365
5	Gold	WORKFORCE ANALYTICS V7	1,800	01-JUL-2017	30-JUN-2018	365
6	Gold	WORKFORCE EMPLOYEE HR/PR V7	1,800	01-JUL-2017	30-JUN-2018	365
7	Gold	WORKFORCE EMPLOYEE V7	1,800	01-JUL-2017	30-JUN-2018	365
8	Gold	WORKFORCE HR V7	1,800	01-JUL-2017	30-JUN-2018	365
9	Gold	WORKFORCE INTEGRATION MANAGER V7	1,800	01-JUL-2017	30-JUN-2018	365
10	Gold	WORKFORCE MANAGER HR/PR V7	85	01-JUL-2017	30-JUN-2018	365
11	Gold	WORKFORCE MANAGER V7	105	01-JUL-2017	30-JUN-2018	365
12	Gold	WORKFORCE MOBILE EMPLOYEE V7	1,800	01-JUL-2017	30-JUN-2018	365
13	Gold	WORKFORCE MOBILE MANAGER V7	105	01-JUL-2017	30-JUN-2018	365
14	Gold	WORKFORCE RECORD MANAGER V7	1,800	01-JUL-2017	30-JUN-2018	365
15	Gold	WORKFORCE SCHEDULER V7	850	01-JUL-2017	30-JUN-2018	365
16	Gold	WORKFORCE TABLET V7	3	01-JUL-2017	30-JUN-2018	365
17	Gold	WORKFORCE TIMEKEEPER V7	1,800	01-JUL-2017	30-JUN-2018	365

	Support Services	Estimated Tax	Subtotal
Software Support Services	\$126,132.99	\$0.00	\$126,132.99

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: 4000	17	01-JUL-2017	30-JUN-2018	365
2	Depot Exchange	Data Collection: InTouch	23	01-JUL-2017	30-JUN-2018	365
3	Depot Exchange	Options: InTouch	23	01-JUL-2017	30-JUN-2018	365

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	\$16,667.95	\$0.00	\$16,667.95

EDUCATIONAL SERVICES



Support Services Quote

Page 3 of 3

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		01-JUL-2017	30-JUN-2018	365

	Support Services	Estimated Tax	Subtotal
Educational Services	\$4,810.00	\$0.00	\$4,810.00



ORDER FORM

Quote#: 574675 - 1
Expires: 01-JUL-2017
Sales Executive: Hood, Edward Doug

Order Type: Upgrade US
Date: 26-JUN-2017
Page: 1/2

Bill To: Attn: JASON GARCIA
 NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS
 CA 93906
 United States

Solution ID: 6083270

Ship To: Attn: JASON GARCIA
 NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS
 CA 93906
 United States

Contact: Jason F. Garcia
Email: GarciaJF@natividad.com
Ship To Phone: 1 831 783-2375

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order is subject to the terms and conditions of that certain Sales, Software License and Services Agreement between Kronos and Customer dated 11-20-2007, as amended by Amendment No. 1 on 4-1-2010, Amendment No. 2 on 10-1-2010, Amendment No. 3 on 10-1-2011, Amendment No. 4 on 12-5-2012, Amendment No. 5 on 1-1-2014, Amendment No. 6 on 7-1-2014, Amendment No. 7 on 7-16-2015, Amendment No. 8 on 2-2-2016 and Amendment No. 9 on 5-11-2016.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE MANAGER V7	20	
	Total Price	7,392.00

SUPPORT SERVICES

Item	Duration	Total Price
GOLD SUPPORT SERVICE	1 YR	1,626.24
	Total Price	1,626.24

*Support values listed above are total for all applicable products in each section of this order form

QUOTE SUMMARY

Description	Total Price
Subtotal	9,018.24
Deposit	0.00
Tax	0.00
Grand Total	9,018.24

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics



Quote#: 574675 - 1

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NATIVIDAD MEDICAL CENTER**Kronos Incorporated**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. ~~The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice.~~