



COUNTY OF MONTEREY - BOARD OF SUPERVISORS

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File #:	A 14-010	Name:	Kronos Amendment #5
Type:	BoS Agreement	Status:	Scheduled PM
File created:	1/22/2014	In control:	Board of Supervisors
On agenda:	2/25/2014	Final action:	
Title:	Approve and direct the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 5 to the Agreement (A-11065/MYA 348) with Kronos Incorporated for Software, Support and Professional Services at NMC, adding \$241,499.60 for a revised total Agreement amount not to exceed \$2,456,363.74 in the aggregate. (REVISED REPORT SUBMITTED VIA SUPPLEMENTAL)		
Sponsors:	Sid Cato		
Attachments:	1. Kronos Amendment #3 , 2. Kronos Amendment #4 , 3. Kronos Amendment #5 , 4. Kronos Original Agreement w- Amendments 1 and 2 , 5. Kronos Spend Sheet 2-6-14 , 6. Completed Board Order		

[History \(0\)](#)
[Board Report](#)

Title

Approve and direct the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 5 to the Agreement (A-11065/MYA 348) with Kronos Incorporated for Software, Support and Professional Services at NMC, adding \$241,499.60 for a revised total Agreement amount not to exceed \$2,456,363.74 in the aggregate. (REVISED REPORT SUBMITTED VIA SUPPLEMENTAL)

Report

RECOMMENDATION:

It is recommended the Board of Supervisors approve and direct the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 5 to the Agreement (A-11065/MYA 348) with Kronos Incorporated for Software, Support and Professional Services at NMC, adding \$241,499.60 for a revised total Agreement amount not to exceed \$2,456,363.74 in the aggregate.

SUMMARY/DISCUSSION:

The Board of Supervisors approved the NMC purchase of the Kronos Time & Attendance, Scheduler and Workforce Analytics ("Application") on November 9, 2007 with an original agreement amount of \$558,930. This original Agreement was a result of the Request for Information (RFI) #10010. The Agreement included payment for initial Software Licensing and Support Services and Equipment.

NMC purchased this Application to appropriately schedule staff, to capture and allocate all productive and non-productive time worked, and to provide managers with the tools necessary to assist them in meeting the hospital adopted productivity standards.

On June 8, 2010, NMC requested and obtained approval from the Board of Supervisors for Amendment No. 1 to the Agreement, adding \$56,880 for additional licenses and services, providing application oversight including but not limited to regular maintenance, license uploads, fix-it patches as well as software upgrades. At the time this amendment was approved NMC did not have the expertise in-house to provide such services. This Amendment No. 1 also increased the "not to exceed" amount of the Agreement to \$2,420,380 to allow for the additional costs of Hardware purchased from the vendor. However, the board report was unclear as to the increased "not to exceed" amount and only identified the additional \$56,880 of Software services.

On February 15, 2011, NMC requested and obtained approval from the Board of Supervisors for Amendment No. 2 to the Agreement, adding \$58,410 to purchase the Absenteeism & Leave Management Module of the Kronos Application. This addition provides NMC management with additional resources to track each employee's "leave time". Monitoring of these types of away times assists NMC in meeting the hospital's adopted productivity standards. The Amendment No. 2 increased the "not to exceed" amount of the Agreement to \$2,478,790.

On March 27, 2012, NMC requested and obtained approval from the Board of Supervisors for Amendment No. 3 to the Agreement adding additional services and functionality to assist in monitoring productivity of hospital staff and to provide funds for annual maintenance costs associated with the Application. This Amendment No. 3 also reduced the total "not to exceed" amount to \$1,630,737.90 making the correction to the amount for hardware established in Amendment No. 1.

NMC has completed implementation of Kronos Timekeeper, Absence Manager, Basic Scheduler and Human Resources and is currently utilizing the Kronos system to calculate hours worked, overtime, shift differential, determine "unscheduled shifts", track call-offs, manage schedules, track absences and tardiness along with tracking employee health data, and other HR information.

On August 27, 2013 NMC requested approval of Renewal and Amendment No. 4 to the agreement adding the following services;

- Annual Software Maintenance, License Renewals
- Additional Software Licenses
- Kronos Cloud Services Database Management
- Existing Software Upgrade; Workforce v6.2 to Workforce v6.3
- Implementation of Workforce Analytics Solution (CORE) v6.3
- Workforce Analytics for Healthcare Productivity
- 5 Kronos InTouch Electronic Time Clocks including Tax and Maintenance Services

The Renewal and Amendment No. 4 added \$584,126.24 for a revised total Agreement amount not to exceed \$2,214,864.14.

At this time NMC recommends approval of Amendment No. 5 to the agreement to make ongoing modifications to the following applications: 1) Advanced Scheduler, 2) Timekeeping, 3) Human Resources, 4) Absence Manager, and 5) Leave of Absence.

Amendment No. 5 adds \$241,499.60 for a revised total Agreement amount not to exceed \$2,456,363.74 in the aggregate.

Services have not been provided since the approval of Renewal and Amendment No.4. Services included under Renewal and Amendment No. 4 will begin after several changes are made to the Timekeeping and Human Resources applications.

Approval of Amendment No. 5, and implementation of Renewal and Amendment No. 4, will allow NMC to utilize additional features of the system assisting with monitoring of productive and non-productive time to ensure organizational efficiencies. In addition, Amendment No. 5 will provide department managers with real time information about their departments. This will allow managers to make real time staffing decisions, as well as upgrade the system to assist with monitoring for the Affordable Care Act.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment No. 5 as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment No. 5 as to fiscal provisions. The Amendment No. 5 has also been reviewed and approved by Natividad Medical Center's Board of Trustees. Due to late submission of this Board Report, the CAO Budget and Analysis Division did not have adequate time to fully confirm what was presented in the Report.

FINANCING:

The cost for this Amendment No. 5 is \$241,499.60 and is included in the Fiscal Year 2013/2014 Adopted Budget. NMC's FY2013-2014 appropriation obligations exceeded its budget for the period July 2013 through December 2013 (six months). NMC has received additional Disproportionate Share funding from the State and is forecasted to be back on budget.

There is no impact to the General Fund.

Prepared by: Janine Bouyea, HR Administrator, 783-2701

Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Amendment No. 5, Originals Agreement, Amendments 1, 2, 3 and 4, Spend Sheet

Attachments on file with the Clerk to the Boards Office



Monterey County

Board Order

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

Agreement No.: A-11065

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

Approved and directed the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 5 to the Agreement (A-11065/MYA 348) with Kronos Incorporated for Software, Support and Professional Services at NMC, adding \$241,499.60 for a revised total Agreement amount not to exceed \$2,456,363.74 in the aggregate.

PASSED AND ADOPTED on this 25th day of February 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas and Potter

NOES: None

ABSENT: Supervisor Parker

I, Gail T. Borkowski, 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 77 for the meeting on February 25, 2014.

Dated: February 26, 2014
File Number: A 14-010

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By *Denise Hancock*
Deputy

**AMENDMENT NO. 5
TO AGREEMENT No. A-11065 / MYA348
BETWEEN Kronos Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR**

**Kronos Workforce Suite Software, Licensing Software Support, Upgrades and Maintenance,
Equipment Maintenance and Professional Services**

This Amendment No. 5 to Agreement No. A-11065 / MYA348 ("Agreement"), dated November 20, 2007 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Kronos Incorporated (Contractor), with respect to the following:

RECITALS

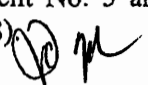
WHEREAS, the County and Contractor amended the Agreement previously on April 1, 2010 via Amendment No. 1, on October 1, 2010 via Amendment No. 2, and on October 1, 2011 via Amendment No. 3; and on December 5, 2012 via Renewal and Amendment No. 4; and

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue and to add additional services requested by County; and

WHEREAS, the County and Contractor wish to renew and amend the Agreement to increase the amount of the Agreement by \$241,499.60 because of the term extension and the amount payable for services rendered.

AGREEMENT

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

1. Amendment-No.5 to Exhibit A, attached to this Amendment, is hereby incorporated into Exhibit A. All references in the Agreement to Exhibit A shall be construed to include Amendment- 5 to Exhibit A.
2. The following language is incorporated into Section 1; *Payment and Delivery* of Exhibit 1; *The Kronos Sales, Software License and Services Agreement*: "*The total amount payable by County to Contractor under Agreement No. (MYA348) shall not exceed the total sum of \$2,456,363.74 for the full term of the Agreement.*"
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos.1, 2, 3 and 4, are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 5 and all previous amendments shall be attached to the original Agreement (No. MYA348) 
5. The effective date of this ~~Renewal~~ and Amendment No. 5 is January 1, 2014.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: [Signature]
Sid Cato, NMC Contracts Manager

Date: 7-27-14

By: _____
Harry Weis, NMC Chief Executive Officer

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Anne Brereton
Monterey County, Deputy County Counsel

Date: Dec. 19, 2013

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 12-19-13

Contractor

Kronos Incorporated
Contractor's Business Name*** (see instructions)

[Signature]
Signature of Chair, President, or Vice-President

John O'Brien, Sr. Vice President, Americas
Name and Title

Date: December 6, 2013

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

Alyce Moore, Asst. Secretary
Name and Title

Date: December 6, 2013

*****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).

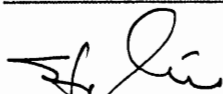
If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

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)

Natividad Medical Center

By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By:  _____
Harry Weis, NMC Chief Executive Officer

Date: 12/11/13

APPROVED AS TO LEGAL PROVISIONS

By: _____
Anne Brereton
Monterey County, Deputy County Counsel

Date: _____

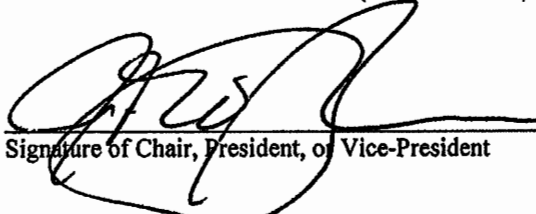
APPROVED AS TO FISCAL PROVISIONS

By: _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: _____

Contractor

Kronos Incorporated
Contractor's Business Name*** (see instructions)


Signature of Chair, President, or Vice-President

John O'Brien, Sr. Vice President, Americas
Name and Title

Date: December 6, 2013

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

Alyce Moore, Asst. Secretary
Name and Title

Date: December 6, 2013

*****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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

Kronos Amendment #5 Cost Sheet

Momentum for Healthcare	\$213,750.00
KSS Tool, FT-PT Analysis Report V6	\$5,000.00
Support Service	\$1,100.00
Momentum Enterprise	\$950.00
Workforce Record Manager V6	\$9,180.00
Support Service	\$2,019.60
Momentum Online Remote Team/Database Maintenance Services	\$9,500.00
Total of Amendment #5	\$241,499.60
Previously Approved Amount	\$2,214,864.14
New Total "Not to Exceed" Amount	\$2,456,363.74

Kronos
CV*40
A-11065
Time & Attendance Program

Agreement Tracking

FY	Contracts & Amendments \$	Contract Maximum	AMENDMENT	Contract Term To/From
07/08	\$558,930.00	\$558,930.00	Original	1-24-08 thru 9-30-10
09/10	\$56,880.00	\$2,420,380.00	1	4-1-10 thru 9-30-11
10/11	\$58,410.00	\$2,478,790.00	2	10-1-10 thru 9-30-11
11/12	Decrease Max Amount to	\$1,630,737.90	3	10-1-11 thru 6-30-13
13/14	\$584,126.24	\$2,214,864.14	4	12-5-12 thru 6-30-14
13/14 Requesting Additional Services	241,499.60	2,456,363.74	5	1-1-14 thru 6-30-14

POs Encumbrance Tracking

FY	POs under the same contract	Complete one or the other		\$	OPEN/CLOSED
		If PO is still open, enter ENCUMBERED \$	If PO is closed, enter DISBURSED \$		
07/08	B960871241		\$343,220.18	\$343,220.18	Closed
07/08	R960867510		\$8,526.82		Closed
08/09	B960971241		\$114,852.25	\$114,852.25	Closed
09/10	BPO1527		\$104,099.15	\$104,099.15	Closed
10/11	SC1083		\$355,485.48	\$355,485.48	Closed
11/12	SC2449		\$82,288.63	\$82,288.63	Closed
11/12	MYA348 / DO2624	\$630,792.21	\$250,924.28	\$250,924.28	Closed
12/13	DO3283	\$379,867.93		\$317,161.73	Closed
13/14	DO5379	\$584,126.24		\$584,126.24	Open

\$2,456,363.74

<----- Should always be the same ----->

Remaining \$ allowable for increase
Board approved maximum

\$2,152,157.94
\$304,205.80
\$2,456,363.74



ORDER FORM

Quote#: 393872 - 1
Expires: 27-DEC-2013
Prepared By: Hood, Edward Doug

Order Type: Upgrade US
Date: 08-NOV-2013
Page: 1/2

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

Ship To: Attn: JANINE BOUYEA
NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS
CA 93906
United States

Solution ID: 6083270

Contact:
Email:

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 with an effective date of 4-1-2010, and as further amended by Amendment No. 2 with effective date of 10-1-2010, and as further amended by Amendment No. 3 with an effective date of 10-1-2011, and as further amended by Amendment No. 4 with an effective date of 12-5-2012.

Contacts: Chrissy Garza garzaic@natividad.com (831) 783-2702
Janine Bouyea bouyeaJ@natividad.com

PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
MOMENTUM FOR HEALTHCARE	1125 Hours		\$213,750.00
Project Manager	225 Hours	\$190.00	
Solution Consultant	450 Hours	\$190.00	
Application Consultant	450 Hours	\$190.00	
Total Price			\$213,750.00

QUOTE SUMMARY

Description	Total Price
Subtotal	\$213,750.00
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$213,750.00

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

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.kronos.com



ORDER FORM

Quote#: 397153 - 1
Expires: 27-DEC-2013
Prepared By: Hood, Edward Doug

Order Type: Upgrade US
Date: 19-NOV-2013
Page: 1/2

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

Ship To: Attn: JANINE BOUYEA
NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS
CA 93906
United States

Solution ID: 6083270

Contact: Janine Bouyea
Email: bouyeaJ@natividad.com

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 with an effective date of 4-1-2010, and as further amended by Amendment No. 2 with effective date of 10-1-2010, and as further amended by Amendment No. 3 with an effective date of 10-1-2011, and as further amended by Amendment No. 4 with an effective date of 12-5-2012.

Contacts: Chrissy Garza garzaic@natividad.com (831) 783-2702
Janine Bouyea bouyeaJ@natividad.com

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
KSS TOOL, FT-PT ANALYSIS REPORT V6	1	
	Total Price	\$5,000.00

*Includes applicable software media

SUPPORT SERVICES

Item	Duration	Total Price
GOLD SUPPORT SERVICE	1 YR	\$1,100.00
	Total Price	\$1,100.00

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

PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
MOMENTUM ENTERPRISE	5 Hours		\$950.00
Project Manager	1 Hours	\$190.00	
Application Consultant	4 Hours	\$190.00	
	Total Price		\$950.00

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

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.kronos.com



Quote#: 397153 - 1

Page: 2/2

QUOTE SUMMARY

Description	Total Price
Subtotal	\$7,050.00
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$7,050.00

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.

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

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.kronos.com



ORDER FORM

Quote#: 397161 - 1
Expires: 27-DEC-2013
Prepared By: Hood, Edward Doug

Order Type: Upgrade US
Date: 20-NOV-2013
Page: 1/2

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

Ship To: Attn: JANINE BOUYEA
NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS
CA 93906
United States

Solution ID: 6083270

Contact: Janine Bouyea
Email: bouyeaJ@natividad.com

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 with an effective date of 4-1-2010, and as further amended by Amendment No. 2 with effective date of 10-1-2010, and as further amended by Amendment No. 3 with an effective date of 10-1-2011, and as further amended by Amendment No. 4 with an effective date of 12-5-2012.

Contacts: Chrissy Garza garzaic@natividad.com (831) 783-2702
Janine Bouyea bouyeaJ@natividad.com

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE RECORD MANAGER V6	1800	
	Total Price	\$9,180.00

SUPPORT SERVICES

Item	Duration	Total Price
GOLD SUPPORT SERVICE	1 YR	\$2,019.60
	Total Price	\$2,019.60

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

PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
MOMENTUM ONLINE REMOTE TEAM	2 Hours	\$190.00	\$380.00
Project Manager	2 Hours	\$190.00	
DATABASE MAINTENANCE SERVICES	48 Hours	\$190.00	\$9,120.00
Technology Consultant	48 Hours	\$190.00	
	Total Price		\$9,500.00

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

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.kronos.com



Quote#: 397161 - 1

Page: 2/2

QUOTE SUMMARY

Description	Total Price
Subtotal	\$20,699.60
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$20,699.60

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.



STERCOR-01

JOLU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The James B. Oswald Company 1100 Superior Avenue East Suite 1500 Cleveland, OH 44114		(216) 367-8787	CONTACT NAME: Lucy Jorz PHONE (A/C, No, Ext): (216) 367-1828 FAX (A/C, No): (216) 367-1829 E-MAIL ADDRESS: ljorz@oswaldcompanies.com																					
INSURED Spectrum Surgical Instruments Corp. STERIS Corporation 5960 Heisley Road Mentor, OH 44060-		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>Navigators Specialty Insurance Company</td><td>36056</td></tr><tr><td>INSURER B :</td><td>ACE American Ins Co</td><td>22667</td></tr><tr><td>INSURER C :</td><td>Indemnity Ins Co North America</td><td>43575</td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Navigators Specialty Insurance Company	36056	INSURER B :	ACE American Ins Co	22667	INSURER C :	Indemnity Ins Co North America	43575	INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A :	Navigators Specialty Insurance Company	36056																						
INSURER B :	ACE American Ins Co	22667																						
INSURER C :	Indemnity Ins Co North America	43575																						
INSURER D :																								
INSURER E :																								
INSURER F :																								

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR applies per policy ☒ terms & conditions GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC			CE13CGL101983IC	3/1/2013	3/1/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☒ Physical Damage ☒ Self-Insured			ISA H08714307	3/1/2013	3/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$	
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CH13EXC7731081C	3/1/2013	3/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C47316662	3/1/2013	3/1/2014	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	Workers Compensation-CA MA			WLR C47316674	3/1/2013	3/1/2014	See Above	See Above
B	Workers Compensation-WI			SCF C47316686	3/1/2013	3/1/2014	See Above	See Above

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Natividad Medical Center is included as additional insured on the above noted general liability policy if required by written contract with the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lucille M. Jorz

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage".

B. The insurance provided to the above described additional insured under this endorsement is limited as follows:

1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section 1 - Coverages) only.
2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's or surveyor's rendering of or failure to render any professional services, including but not limited to:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory, inspection, architectural, or engineering activities.
5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operation hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.

C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

Includes copyrighted information of the Insurance Services Offices, Inc., with its permission.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

YEAR

2014

Withholding Exemption Certificate

CALIFORNIA FORM

590

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent.
(Please type or print)

Withholding agent's name

Vendor/Payee's name

Spectrum Surgical Instruments Corp.

Vendor/Payee's ☐ Social security number
☐ SOS no. ☐ California corp. no. ☒ FEIN
34-1380619Note:
Failure to furnish your
identification number will
make this certificate void.

Vendor/Payee's address (number and street)

4575 Hudson Drive

APT no.

Private Mailbox no.

Vendor/Payee's daytime telephone no.

(800) 444-5644

City
StowState
OHZIP Code
42244-1725

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

☒ **Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

☐ **Partnerships:**

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

☐ **Limited Liability Companies (LLC):**

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

☐ **Tax-Exempt Entities:**

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Irrevocable Trusts:**

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print) Rick Costello, President and Chief Operating Officer

Vendor/Payee's signature ► *Rick Costello* President & C.O.O. Date 01/09/14

COUNTY OF MONTEREY - VENDOR DATA RECORD (Rev. 3-2012)

Required when doing business with the County of Monterey - No IRS W-9 form needed (Foreign vendors should submit IRS W-8)

1	COUNTY OF MONTEREY Contracts/Purchasing 168 W. Alisal Street 3 rd Floor Salinas, CA 93901 Email: <u>mcvss@co.monterey.ca.us</u> Phone: (831) 755-4990 Fax: (831) 755-4969	PURPOSE: Information contained in this form will be used by the County of Monterey to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. See Privacy Statement and California Non-Resident Withholding Information on next page.										
RETURN TO:												
2	VENDOR'S LEGAL NAME (as shown on your income tax return) Spectrum Surgical Instruments Corp. BUSINESS NAME / DBA (if different from line 1) MAILING ADDRESS 4575 Hudson Drive ADDITIONAL MAILING ADDRESS CITY, STATE, ZIP CODE Stow, OH 42244-1725	SELECT NAME TO BE MADE PAYABLE TO ☒ Legal Name ☐ Alias/DBA ☐ Both PHONE NUMBER (800) 444-5644 FAX NUMBER (330) 686-4555 E-MAIL ADDRESS customerservice@spectrumsurgical.com REMIT-TO ADDRESS 4575 Hudson Drive REMIT-TO CITY, STATE, ZIP CODE Stow, OH 42244-1725										
3	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): ☒ C CORPORATION ☐ TRUST/ESTATE ☐ S CORPORATION ☐ LIMITED LIABILITY COMPANY (LLC) ☐ PARTNERSHIP ☐ C Corporation ☐ EXEMPT PAYEE (e.g., government, non-profit) ☐ S Corporation ☐ OTHER: ▶ ☐ Partnership SOCIAL SECURITY NUMBER (SSN): ☐ INDIVIDUAL OR SOLE PROPRIETOR	3 4 - 1 3 8 0 6 1 9 - - - - -	For Tax ID entry instructions, please see next page NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.									
4	PLEASE CHECK ALL BOXES THAT ARE APPLICABLE TO THE CATEGORY OF PAYMENT: ☒ SUPPLIES/EQUIPMENT ☐ ATTORNEY SERVICES ☐ INTEREST ☒ SERVICES (MEDICAL) ☐ LEGAL SETTLEMENT ☐ GRANTS ☒ SERVICES (NON-MEDICAL) ☐ RENT/LEASE ☒ OTHER: ▶ Surgical Instrument/Equipment Repair and Maintenance Services Are you a former employee of the County of Monterey? ☐ Yes ☒ No Are you a Certified Green Business? ☐ Yes ☒ No (See Information regarding green certification on next page)											
5	CALIFORNIA STATE WITHHOLDING STATUS (CA withholding information on next page): ☒ California Resident ☐ California Form 590 (Withholding Exemption Certificate) attached ☐ California Non-Resident ☐ Waiver of State withholding from California Franchise Tax Board attached ☐ California Form 590 (Withholding Exemption Certificate) attached ☐ All services for payments issued are performed OUTSIDE of California ☐ No Services are being rendered, only goods are being provided for payment	CA Form 590 required if your address above in section 2 is a non-CA address CA NON-RESIDENTS: 7% will be withheld from payment unless one of the lower four boxes on left is checked.										
6	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County of Monterey. <table style="width:100%;"> <tr> <td style="width:50%;">Authorized Representative's Name (Type or Print)</td> <td style="width:50%;">Title</td> </tr> <tr> <td>Leah Silver</td> <td>Business Development Coordinator</td> </tr> <tr> <td>Signature </td> <td> <table style="width:100%;"> <tr> <td>Date</td> <td>Phone Number</td> </tr> <tr> <td>01/07/2014</td> <td>(908) 904-1317</td> </tr> </table> </td> </tr> </table>		Authorized Representative's Name (Type or Print)	Title	Leah Silver	Business Development Coordinator	Signature 	<table style="width:100%;"> <tr> <td>Date</td> <td>Phone Number</td> </tr> <tr> <td>01/07/2014</td> <td>(908) 904-1317</td> </tr> </table>	Date	Phone Number	01/07/2014	(908) 904-1317
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