

**AMENDMENT No. 9
TO SERVICES AGREEMENT
BETWEEN KRONOS, INC., AND
NATIVIDAD MEDICAL CENTER
FOR
KRONOS TIMEKEEPING SYSTEM SOFTWARE SUPPORT & PROFESSIONAL
SERVICES**

This Amendment No. 9 to the Services Agreement ("Agreement"), dated November 20, 2007 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and **Kronos Inc.**, (hereinafter "CONTRACTOR"), with respect to the following:

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 currently wish to amend the Agreement to 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.

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

1. The Agreement is hereby renewed on the terms and conditions as set forth in Original 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 and Amendment No.8 incorporated herein by this reference, except as specifically set forth below.
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 December 31, 2016”*.
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-9 per Amendment No. 9 attached hereto this Amendment No. 9 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 Amendment No. 8 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 and Amendment No.8.
5. A copy of this Amendment No. 9 shall be attached to the Original Agreement.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 9 on the basis set forth in this document and have executed this Amendment No. 9 on the day and year set forth herein.

Natividad Medical Center

By: _____
Gary R. Gray, DO, Interim CEO


Date: _____

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Monterey County Deputy County Counsel

Date: 5-11-16

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Monterey County Deputy Auditor/Controller

Date: 5-12-16

CONTRACTOR

Kronos, Inc.
CONTRACTOR's Business Name*** (see instructions)

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 (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)



ORDER FORM

Quote#: 524908 - 1
Expires: 02-APR-2016
Sales Executive: Hood, Edward Doug

Order Type: Upgrade US
Date: 10-MAR-2016
Page: 1/2

Bill To: Attn:JANINE BOUYEA
 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
Ship To Phone:

Payment Terms: N30
Currency: USD
Customer PO Number:

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

Order Notes:
 No Signature

Item	Quantity	Total Price
DATABASE MANAGEMENT- UP TO 2,500 EE INCREMENTS MONTHLY FEE	12	16,380.00
	Total Price	16,380.00

QUOTE SUMMARY

Description	Total Price
Subtotal	16,380.00
Deposit	0.00
Tax	0.00
Grand Total	16,380.00



Quote#: 524908 - 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.



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 R05-MAR-16
Date: 29-MAR-2016
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-2016 - 30-JUN-2017

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	\$121,478.64	\$634.99	\$122,113.63
Equipment Support Services	\$15,148.54	\$0.00	\$15,148.54
Educational Services	\$4,625.00	\$0.00	\$4,625.00
Total	\$141,252.18	\$634.99	\$141,887.17

Annualized Contract Value: \$155,851.32

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 R05-MAR-16
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-2016	30-JUN-2017	365
2	Gold	VISION, M/U, WEB	1,250	01-JUL-2016	30-JUN-2017	365
3	Gold	WORKFORCE ABSENCE MANAGER V7	1,500	01-JUL-2016	30-JUN-2017	365
4	Gold	WORKFORCE ADMINISTRATOR HR/PR V7	15	01-JUL-2016	30-JUN-2017	365
5	Gold	WORKFORCE ANALYTICS FOR HEALTHCARE V7	1,500	01-JUL-2016	30-JUN-2017	365
6	Gold	WORKFORCE ANALYTICS V7	1,500	01-JUL-2016	30-JUN-2017	365
7	Gold	WORKFORCE EMPLOYEE HR/PR V7	1,500	01-JUL-2016	30-JUN-2017	365
8	Gold	WORKFORCE EMPLOYEE V7	1,500	01-JUL-2016	30-JUN-2017	365
9	Gold	WORKFORCE HR V7	1,500	01-JUL-2016	30-JUN-2017	365
10	Gold	WORKFORCE INTEGRATION MANAGER V7	1,500	01-JUL-2016	30-JUN-2017	365
11	Gold	WORKFORCE MANAGER HR/PR V7	85	01-JUL-2016	30-JUN-2017	365
12	Gold	WORKFORCE MANAGER V7	105	01-JUL-2016	30-JUN-2017	365
13	Gold	WORKFORCE MOBILE EMPLOYEE V7	1,500	01-JUL-2016	30-JUN-2017	365
14	Gold	WORKFORCE MOBILE MANAGER V7	105	01-JUL-2016	30-JUN-2017	365
15	Gold	WORKFORCE RECORD MANAGER V7	1,500	01-JUL-2016	30-JUN-2017	365
16	Gold	WORKFORCE SCHEDULER V7	850	01-JUL-2016	30-JUN-2017	365
17	Gold	WORKFORCE TABLET V7	3	01-JUL-2016	30-JUN-2017	365
18	Gold	WORKFORCE TIMEKEEPER V7	1,500	01-JUL-2016	30-JUN-2017	365
19	Gold	WORKFORCE ABSENCE MANAGER V7	300	26-FEB-2017	30-JUN-2017	125
20	Gold	WORKFORCE ANALYTICS FOR HEALTHCARE V7	300	26-FEB-2017	30-JUN-2017	125
21	Gold	WORKFORCE ANALYTICS V7	300	26-FEB-2017	30-JUN-2017	125
22	Gold	WORKFORCE EMPLOYEE HR/PR V7	300	26-FEB-2017	30-JUN-2017	125
23	Gold	WORKFORCE EMPLOYEE V7	300	26-FEB-2017	30-JUN-2017	125
24	Gold	WORKFORCE HR V7	300	26-FEB-2017	30-JUN-2017	125
25	Gold	WORKFORCE INTEGRATION MANAGER V7	300	26-FEB-2017	30-JUN-2017	125
26	Gold	WORKFORCE MOBILE EMPLOYEE V7	300	26-FEB-2017	30-JUN-2017	125
27	Gold	WORKFORCE RECORD MANAGER V7	300	26-FEB-2017	30-JUN-2017	125
28	Gold	WORKFORCE TIMEKEEPER V7	300	26-FEB-2017	30-JUN-2017	125

	Support Services	Estimated Tax	Subtotal
	Software Support Services	\$121,478.64	\$634.99
			\$122,113.63

EQUIPMENT SUPPORT SERVICES



Support Services Quote

Page 3 of 3

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: 4000	17	01-JUL-2016	30-JUN-2017	365
2	Depot Exchange	Data Collection: InTouch	19	01-JUL-2016	30-JUN-2017	365
3	Depot Exchange	Options: InTouch	19	01-JUL-2016	30-JUN-2017	365
4	Depot Exchange	Data Collection: InTouch	4	12-JAN-2017	30-JUN-2017	170
5	Depot Exchange	Options: InTouch	4	12-JAN-2017	30-JUN-2017	170

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	\$15,148.54	\$0.00	\$15,148.54

EDUCATIONAL SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		01-JUL-2016	30-JUN-2017	365

	Support Services	Estimated Tax	Subtotal
Educational Services	\$4,625.00	\$0.00	\$4,625.00