

**AMENDMENT NO. 2 (ORDER FORM)
TO AGREEMENT No. A-13957
BETWEEN KRONOS INCORPORATED AND
THE COUNTY OF MONTEREY, D/B/A NATIVIDAD MEDICAL CENTER
FOR
Workforce Central – Software as a Service Terms and Conditions**

This Amendment No. 2 (Order Form) to Agreement No. A-13957 (“Agreement”), dated June 12, 2018, 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 Agreement was executed for Workforce Central- Software as a Service with a term July 1, 2018 through June 30, 2023 and a total Agreement amount not to exceed \$1,439,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on June 10, 2019 via Amendment No. 1 to incorporate into the Agreement, the Order Form (KSS Tool Attestation Tool Kit) executed concurrently with this Agreement; and

WHEREAS, the County and Contractor wish to amend the Agreement to incorporate into the Agreement, the Order Forms (Kronos Workforce SMS Service, Additional Manager Licenses & Scheduler Licenses) with no change to the term of the Agreement .

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. New Order Form. Order Form (Kronos Workforce SMS Service), referencing Quote # 675379-2 (“Order Form No. A”), is attached hereto and is incorporated herein by this reference.
2. New Order Form. Order Form (Kronos Workforce Manager V8 SAAS), referencing Quote #Q-62472 (“Order Form No. B”) is attached hereto and incorporated herein by this reference.
3. The term of the Monthly SaaS and Equipment Rental Fees set forth in Order Form No. 2 is coterminous with the term of the Monthly Service Fees set forth in the Agreement.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unreflective by this Amendment No. 2 (Order Forms), Amendment No. 1 (Order Forms) and the Agreement shall continue in full forms and effect.
5. A copy of this Amendment No. 2 (Order Forms) shall be attached to the Original Agreement.
6. This Amendment No. 2 (Order Forms) shall be effective upon execution when both parties have signed.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 (Change Forms) on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Nancy L. Saults
Monterey County Deputy County Counsel

Date: 2/11/2021

APPROVED AS TO FISCAL PROVISIONS

By: _____
Gary Giboney
Monterey County Deputy Auditor/Controller

Date: 2-11-2021

CONTRACTOR

Kronos Inc.
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 (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#: 675379 - 2
Expires: 26-FEB-2021
Sales Executive: Kearney, Christopher

Order Type: Upgrade US
Date: 20-JAN-2021
Page: 1/2

Bill To: NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS
 CA 93906
 United States
Solution ID: 6083270

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

This order is subject to the terms and conditions of that certain Workforce Central- Software as a Service Terms and Conditions between Kronos and Customer dated 6/13/2018, as amended on 5/17/2019.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE SMS - STANDARD PER MESSAGE BLOCK	100	
USAGE WORKFORCE SMS - STANDARD PER MESSAGE BLOCK	100	
	Total Price	750.00

SUPPORT SERVICES

Item	Duration	Total Price
UNLESS OTHERWISE NOTED ABOVE, SOFTWARE SUPPORT SERVICES HAVE BEEN DECLINED.		0.00
	Total Price	0.00

PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
PARAGON ONLINE REMOTE TEAM	126 Hours		23,380.00
Project Manager	24 Hours	180.00	
Solution Consultant	82 Hours	180.00	
Technology Consultant	20 Hours	215.00	
TRAINING POINTS	2150 Points	1.00	2,150.00
	Total Price		25,530.00

QUOTE SUMMARY

Description	Total Price
Subtotal	26,280.00
Deposit	0.00
Tax	69.38
Grand Total	26,349.38

NATIVIDAD MEDICAL CENTER

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Kronos Incorporated

Signature: _____ Scott Giangrande

Name:  Order Processing Analyst
Jan 20 2021 1:39 PM

Title: _____

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. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

KRONOS WORKFORCE SMS ADDENDUM

This is an Addendum to the agreement governing the Kronos scheduling product for which Customer is purchasing the Kronos Workforce SMS service (i.e., the Workforce Central Software as a Service Terms and Conditions Agreement, Kronos Sales Software License and Service Agreement, or Workforce Dimensions Agreement, as applicable) (the “Agreement”) between Natividad Medical Center (“Customer”) and Kronos.

The parties hereby agree that the following terms and conditions are supplemental terms and conditions to the Agreement and are applicable to Kronos Workforce SMS service (“Workforce SMS”):

Description. Workforce SMS is a subscription based service, provided solely for Customer’s internal use, by which: (i) Customer may notify employees who are permitted to use a Kronos scheduling product, via mobile technology (SMS) of the existence of one or more available work shifts, and (ii) employees’ responses are tracked in order that Customer may fill those available work shifts more efficiently. Each exchanged message (notice, response, confirmation, denial) shall be considered an “Interaction.”

Implementation. To initiate and setup administration of the required mobile communications with the mobile carriers, Kronos will perform the standard implementation of Workforce SMS, including configuration, as described in the statement of work signed by the Customer. Any additional professional services for non-standard implementation services will be subject to a separate Order Form or a separate statement of work mutually agreed upon by both parties, including any additional associated fees and expenses. Kronos may, at its sole discretion, update and enhance the features available through Workforce SMS and applicable Kronos scheduling product.

Payment. Kronos will invoice Customer for Workforce SMS usage based on the maximum number of Annual Interactions Customer has chosen to purchase (the “Annual Interaction Usage Fee”). The Annual Interaction Usage Fee will cover Workforce SMS usage by managers and employees through and including the expiration of the twelve month annual usage term (the “Annual Use Term”), or until the maximum number of Interactions purchased by Customer has been used, whichever occurs first. The Annual Use Term shall begin ninety (90) days from Order execution. If prior to the expiration of the Annual Use Term Customer has used the maximum number of Interactions covered by the Annual Interaction Usage Fee, Kronos will charge the Customer for any excess Interactions used on a per Interaction basis (the “Excess Interaction Rate”). Kronos will invoice Customer fees in accordance with the Workforce Central Software as a Service Terms and Conditions Agreement dated June 14, 2018. The Customer’s Annual Interaction Usage Fee for the Annual Use Term shall be set forth in the applicable Order Form. Workforce SMS volume purchase options and the method for calculating the applicable Annual Interaction Usage Fee and Excess Interaction charges are described more fully at (“Pricing URL”): <http://www.kronos.com/Legal/Workforce-SMS-pricing>

Restrictions on Workforce SMS Services; Additional Responsibilities. Customer agrees that Workforce SMS has not been designed for, and may not be used as, a means to connect with country specific emergency services such as 911, E911, 000, 112 and 999. Kronos shall have no liability for any delays, failures or unavailability of Workforce SMS due to transmission or other delays, errors or problems beyond Kronos’ control, or any other interruptions caused by the mobile communications network and/or mobile devices. Customer acknowledges that Workforce SMS pricing quoted on the applicable Order Form covers Interactions occurring in or between the counties as listed in the Pricing URL list above and that additional fees may apply for Interactions

in or between other countries. Unused Interactions expire at the end of the Annual Usage Term and are not eligible for credit. Use of the Workforce SMS subscription service is subject to the terms set forth in the Agreement as well as the Acceptable Use Policy found at: <http://www.kronos.com/Legal/TwilioAUP> and Customer agrees to defend, indemnify and hold harmless Kronos, its employees agents and subcontractors from all loss, damage or injury that may result from Customer's failure to abide by such Policy. Customer acknowledges that communications occurring through Workforce SMS may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications. Kronos may discontinue Workforce SMS upon one hundred twenty (120) days prior written notice to Customer. In the event of discontinuation during the initial or renewal Annual Use Term, Kronos will refund or credit the Customer for the unused portion of the previously paid Annual Interaction Usage Fee. Otherwise, Customer's payment of professional services and/or Interaction usage fees shall be non-refundable.

Security for Workforce SMS: Workforce SMS service relies upon a third party hosted communication platform and interactions with worldwide telecommunications networks to deliver SMS messages not under the control of Kronos. Accordingly, notwithstanding any other provision of the Agreement or this Addendum to the contrary, Customer understands and acknowledges the exclusive statement of the security and privacy provided is: Kronos will undertake commercially reasonable measures to protect the security and privacy of data transmitted through the Workforce SMS service, however the security and privacy of such SMS data cannot be guaranteed in this global network involving many third parties.

Renewal and Termination. The initial Annual Use Term is twelve months. Upon the expiration of that twelve month period and upon each anniversary date thereafter, the term of this Addendum and the Annual Use Term shall renew and terminate in accordance with the renewal and termination terms of the Workforce Central Software as a Service Terms and Conditions Agreement dated June 14, 2018.

AGREED AND ACCEPTED

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____

KRONOS:

By: _____

Name: _____

Title: _____

Date: _____



Quote#: Q-62472
 Expires: 2/20/2021
 Sales Executive: Christopher Kearney

ORDER FORM
 Order Type: Amendment
 Date: 1/21/2021

Bill To Contact:

Bill To: NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS, CA 93906 USA

Ship To Contact:Janine Bouyea

Ship To: NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS, CA 93906 USA

Ship to Phone: 831-783-2701
 Ship to Mobile:
 Contact:Janine Bouyea
 Email:cloudservices-licensing@ukg.com

Currency: USD
 Customer PO Number:
 Solution ID: 6083270
 Term:Co-Term
 Billing Start Date: Upon Signature of Order Form
 Data Center Location: USA

Shipping Terms: Shipping Point
 Ship Method:
 Freight Term: Prepay & Add
 Renewal Term:12 months
 Payment Term: Net 30 Days

Order Notes:

This order is subject to the terms and conditions of that certain Workforce Central-Software as a Service Terms and Conditions between Kronos and Customer dated 06/13/2018.

SaaS Services

Billing Frequency: Annual in Advance

Product Name	Quantity	PEPM	Monthly Price
WORKFORCE MANAGER V8 SAAS	25	USD 25.00	USD 625.00
WORKFORCE MOBILE MANAGER V8 SAAS	25	USD 0.00	USD 0.00
Total Price			USD 625.00

Quote Summary

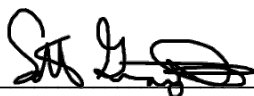
	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 625.00

NATIVIDAD MEDICAL CENTER

Kronos Incorporated

Signature: _____

Signature: _____ Scott Giangrande
Order Processing Analyst
Jan 21 2021 1:33 PM



Name: _____

Name: _____

Title: _____

Title: _____



Effective Date: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

NATIVIDAD MEDICAL CENTER

Signature: _____

[Handwritten Signature]

Name: _____

JANINE DOUYEA

Title: _____

NMC HR Administrator

Effective Date: _____

1/13/2021

Kronos Incorporated

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.