

**AMENDMENT NO. 8
TO SERVICES AGREEMENT
BETWEEN KRONOS, INC., AND
NATIVIDAD MEDICAL CENTER
FOR
KRONOS TIMEKEEPING SYSTEM SOFTWARE SUPPORT & PROFESSIONAL
SERVICES**

This Amendment No. 8 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 currently wish to amend the Agreement to add Kronos additional Work Force Licenses as per the attached Exhibit A-8 Support Services Quote thereby increasing the total Agreement amount by \$114,466, for a revised total Agreement amount not to exceed \$2,697,158.

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, and Amendment No. 7 incorporated herein by this reference, except as specifically set forth below.

2. 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 Support Services Quote attached hereto this Amendment No. 8 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"***.
3. 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, and Amendment No. 7.
4. A copy of this Amendment No. 8 shall be attached to the Original Agreement.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 8 on the basis set forth in this document and have executed this Amendment No. 8 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: _____
12/14/15

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____
12-15-15

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 and 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#: 508209 - 1
Expires: 02-JAN-2016
Sales Executive: Hood, Edward Doug

Order Type: Upgrade US
Date: 08-OCT-2015
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
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 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, and Amendment No.7 on 7-16-2015.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE ABSENCE MANAGER V7	300	
WORKFORCE ANALYTICS V7	300	
WORKFORCE ANALYTICS FOR HEALTHCARE V7	300	
WORKFORCE TIMEKEEPER V7	300	
WORKFORCE EMPLOYEE HR/PR V7	300	
WORKFORCE HR V7	300	
WORKFORCE MOBILE EMPLOYEE V7	300	
WORKFORCE EMPLOYEE V7	300	
WORKFORCE INTEGRATION MANAGER V7	300	
WORKFORCE RECORD MANAGER V7	300	
Total Price		93,825.00

SUPPORT SERVICES

Item	Duration	Total Price
GOLD SUPPORT SERVICE	1 YR	20,641.51
Total Price		20,641.51

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

QUOTE SUMMARY

Description	Total Price
Subtotal	114,466.51
Deposit	0.00
Tax	0.00
Grand Total	114,466.51