



COUNTY OF MONTEREY - BOARD OF SUPERVISORS

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File #:	A 15-414	Name:	Kronos, Inc. Amendment No. 8
Type:	BoS Agreement	Status:	Consent Agenda
File created:	12/14/2015	In control:	Board of Supervisors
On agenda:	1/26/2016	Final action:	
Title:	Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 8 to the Agreement (A-11065) with Kronos, Inc., for software support and professional services at NMC, increasing the total Agreement amount by \$114,466 for additional Kronos timekeeper user licenses for a revised total Agreement amount of \$2,697,158 with no change to the Agreement term of November 20, 2007 through June 30, 2016.		
Attachments:	1. Board Report , 2. Kronos Amendment 8.pdf , 3. Kronos Amendment 7.pdf , 4. Kronos Amendment 6.pdf , 5. Kronos Amendment 5.pdf , 6. Kronos Renewal and Amendment 4.pdf , 7. Kronos Amendment 3.pdf , 8. Kronos Amendment 2.pdf , 9. Kronos Amendment 1.pdf , 10. Kronos Original Agreement.pdf , 11. Kronos Spend Sheet.pdf , 12. Completed Board Order		

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

Title

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 8 to the Agreement (A-11065) with Kronos, Inc., for software support and professional services at NMC, increasing the total Agreement amount by \$114,466 for additional Kronos timekeeper user licenses for a revised total Agreement amount of \$2,697,158 with no change to the Agreement term of November 20, 2007 through June 30, 2016.

Report

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 8 to the Agreement (A-11065) with Kronos, Inc., for software support and professional services at NMC, increasing the total Agreement amount by \$114,466 for additional Kronos timekeeper user licenses for a revised total Agreement amount of \$2,697,158 with no change to the Agreement term of November 20, 2007 through June 30, 2016.

SUMMARY/DISCUSSION:

On November 20, 2007, the Board of Supervisors authorized NMC to enter into an Agreement with Kronos, Inc. to purchase the Kronos Time & Attendance software application and the Scheduler and Workforce Analytics modules with an amount not to exceed \$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, the Board of Supervisors approved Amendment No. 1 to the Agreement 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...

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Monterey County

Board Order

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

Agreement No.: A-11065

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

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 8 to the Agreement (A-11065) with Kronos, Inc., for software support and professional services at NMC, increasing the total Agreement amount by \$114,466 for additional Kronos timekeeper user licenses for a revised total Agreement amount of \$2,697,158 with no change to the Agreement term of November 20, 2007 through June 30, 2016.

PASSED AND ADOPTED on this 26th day of January 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter


NOES: None

ABSENT: None

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 78 for the meeting on January 26, 2016.

Dated: January 28, 2016
File ID: A 15-414

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

By  Deputy

**AMENDMENT NO. 8
TO SERVICES AGREEMENT
BETWEEN KRONOS INCORPORATED 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 Incorporated**, (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 \$114,467, 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

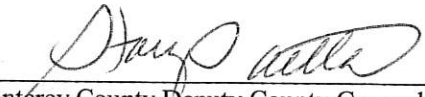
IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 8 on the basis set forth in this document and have executed this Amendment No. 8 on the day and year set forth herein.

Natividad Medical Center

By: 
Gary R. Gray, DO, Interim CEO

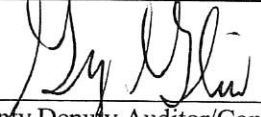
Date: 2/2/16

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 12/14/15

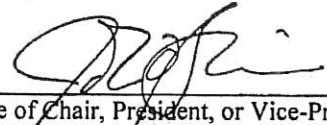
APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 12.15.15


CONTRACTOR

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


Signature of Chair, President, or Vice-President

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

Date: December 15, 2015

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

Alyce Moore, Assistant Secretary
Name and Title

Date: December 15, 2015

*****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

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