



Contract Number

20-601 A-2

SAP Number

4400015004

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Golfrach</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>UKG Kronos Systems, LLC</u>
Contractor Representative	<u>Lynn Kennedy</u>
Telephone Number	<u>(303) 319-8586</u>
Contract Term	<u>July 29, 2020 through July 28, 2025</u>
Original Contract Amount	<u>\$3,152,521</u>
Amendment Amount	<u>\$26,278</u>
Total Contract Amount	<u>\$3,178,799</u>
Cost Center	<u>4186504200</u>
Grant Number (if applicable)	<u>N/A</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

This Amendment No. 2 (this "Amendment"), entered into the date fully executed, is made by and between Ultimate Kronos Systems, LLC ("UKG") and San Bernardino County ("County") on behalf of Arrowhead Regional Medical Center and modifies the terms of the agreement ("Contract") executed between Kronos Incorporated and the County as of July 29, 2020, as previously amended on December 6, 2022, as follows:

1. The first recital (WHEREAS) clause of the Contract is deleted in its entirety and replaced with the following:
WHEREAS, the County conducted a competitive process to find a contractor to provide a time and attendance management system; and
2. All references to "County of San Bernardino" in the Contract are amended to read as "San Bernardino County".
3. All references to "Kronos Incorporated" in the Contract are amended to read as "UKG Kronos Systems, LLC".
4. Section F.1 of the Contract is deleted in its entirety and replaced with the following:
F.1 The maximum amount of payment under this Contract shall not exceed Three Million One Hundred Seventy Eight Thousand Seven Hundred and Ninety Nine Dollars (US \$3,178,799). The consideration to be paid to Contract, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, excluding travel and per diem.

5. Add Attachment A-3, Quote No. 225092, as attached hereto and incorporated herein.
6. **Full Force and Effect.** All other terms and condition of the Contract remain in full force and effect.
7. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract.
8. UKG has disclosed to County using County's Campaign Contribution Disclosure Senate Bill 1439 form, attached hereto as Schedule 1, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County Board of Supervisors or San Bernardino County elected officer (e.g., Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney) within the 12 months before the date this Amendment was approved by the San Bernardino County Board of Supervisors. UKG acknowledges that under Government Code section 84308, UKG is prohibited from making campaign contributions of more than \$250 to any member of the San Bernardino County Board of Supervisors or San Bernardino County elected officer for 12 months after the County's consideration of the Amendment. In the event of a further proposed amendment to the Agreement, UKG will provide County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the San Bernardino County Board of Supervisors or other San Bernardino County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of the UKG or by a parent, subsidiary or otherwise related business entity of UKG.
9. **Counterparts.** This Amendment (including Quote No. 225092_ may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same document. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), including Quote No. 225092, which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

[SIGNATURE PAGE FOLLOWS]

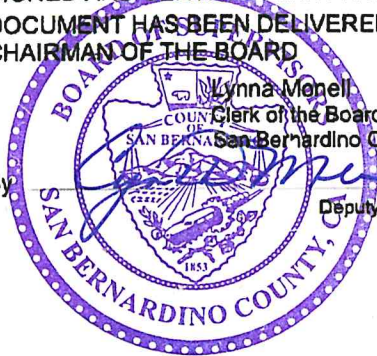
SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: JUL 23 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



UKG KRONOS SYSTEMS LLC

(Print or type name of corporation, company, contractor, etc.)

By ► *Erica Bukowski*
(Authorize signature - sign in blue ink)

Name Erica Bukowski
(Print or type name of person signing contract)

Title Sr. Order Processing Analyst
(Print or Type)

Dated: 7/9/2024 | 3:00 PM EDT

Address 900 Chelmsford Street
Lowell, MA 01851

FOR COUNTY USE ONLY
Approved as to Legal Form

Charles Phan
Charles Phan, Supervising Deputy County
Counsel

Date 7/10/2024

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► *Andrew Goldfrach*
Andrew Goldfrach, ARMC Chief Executive Officer

Date 7/10/2024

SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER

UKG KRONOS SYSTEMS LLC

(Print or type name of corporation, company, contractor, etc.)

►

Dawn Rowe, Chair, Board of Supervisors

By ► Erica Bukowski
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name Erica Bukowski
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title Sr. Order Processing Analyst
(Print or Type)

By _____
Deputy

Dated: 7/9/2024 | 3:00 PM EDT

Address 900 Chelmsford Street
Lowell, MA 01851

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Charles Phan, Supervising Deputy County Counsel	►	► Andrew Goldfrach, ARMC Chief Executive Officer
Date _____	Date _____	Date _____



SCHEDULE 1 Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. All references to "Contractor" on this Schedule refer to UKG Kronos Systems, LLC. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: LJG KRONOS SYSTEMS LLC
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Chris Todd
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
Kronos Acquisition LLC
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Kronos Acquisition LLC	Parent company

6. Name of agent(s) of Contractor

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
n/a		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
n/a		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

--	--

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If no, please skip Question No. 10.

Yes If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Amendment, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Amendment is being considered and for 12 months after a final decision by the County.



Quote#: Q-225092
Expires: 01 Aug, 2024
Sales Executive: Lynn Paddock Kennedy
Effective Date: Effective as of the date of last signature of this Order

ORDER FORM
Order Type: Quote
Date: 09 Jul, 2024

Customer Legal Name:
SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD
REGIONAL MEDICAL CENTER

**Ship To: SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER
400 N PEPPER
COLTON, CA 92324 USA**

Customer Legal Address:
400 N PEPPER, COLTON, CA 92324 USA

**Bill To: SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER
400 N PEPPER
COLTON, CA 92324 USA**

Bill To Contact:

Ship To Contact: Andrew Goldfrach

**Ship to Phone: 1 909-580-1000
Ship to Mobile:
Contact: Andrew Goldfrach
Email: goldfracha@armc.sbcounty.gov**

**Currency: USD
Customer PO Number:
Solution ID: 6046484
Term: Co-Term
Uplift Percent: 4 %**

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

**Billing Start Date: Upon Signature of Order Form
Data Center Location: USA**

Equipment Purchase



Billing Frequency: Invoiced Upon signature of the Order form

Item	Quantity	Unit Price	Total Price
UKG INTOUCH DX G2,HID PROX	5	USD 4,810.50	USD 24,052.50
Total Price			USD 24,052.50

Hardware Support

Billing Frequency: Invoiced Upon signature of the Order form

Item	Duration(Months)	Total Price
Depot Exchange Support Service	12	USD 1,500.00
Total Price		USD 1,500.00

Accessories

Billing Frequency: Invoiced Upon the Signature of the order form

Item	Quantity	Unit Price	Total Price
TRANSITION BOARD,INTOUCH DX/DX G2	5	USD 145.00	USD 725.00
NORTH AMERICA POWER ADAPTER FOR EXTERNAL OUTLET, INTOUCH DX/DX G2	5	USD 0.00	USD 0.00
Total Price			USD 725.00

Quote Summary



Item	Total Price
Total Equipment Purchase and Accessories Fee	USD 24,777.50

Item	Total Price
Total Support Fee	USD 1,500.00

Order Notes:

This order is subject to the terms and conditions of the This Contract between Kronos Incorporated, a UKG company and County of San Bernardino (County) on behalf of Arrowhead Regional Medical Center dated July 29, 2020 (the "Agreement")

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER		UKG Kronos Systems LLC	
Signature:		Signature:	 93A063ADEBCA11A
Name:	Dawn Rowe	Name:	Erica Bukowski
Title:	Chair, Board of Supervisors	Title:	Sr. Order Processing Analyst
Date:	JUL 23 2024	Date:	7/9/2024 3:00 PM EDT

The monthly price on this Order 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. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

<https://www.ukg.com/one-suite/#WhatproductnamesarechangingunderUKGDimensions>