

**AMENDMENT 3 TO HUMAN RESOURCES RECRUITMENT AND SELECTION  
AGREEMENT TO PURCHASE THREE ADDITIONAL MODULES TO EXPAND  
FUNCTIONALITY**

This Amendment 3 to the "Master Agreement for Recruitment and Selection Software," (the "Master Agreement"), executed on September 28, 2011, and amended on August 27, 2014 and December 10, 2020, by and between Snohomish County, a political subdivision of the State of Washington (the "County") and GovernmentJobs.com, Inc., dba NeoGov, duly registered and authorized to conduct business in Washington State (the "Contractor") is made and entered into on this 30th day of June, 2021.

**RECITALS**

**WHEREAS**, the County and GovernmentJobs.com are the parties to that certain NeoGov Service Agreement executed on September 28, 2011, amended on August 27, 2014, and December 10, 2020 (the "Master Agreement"); and

**WHEREAS**, the County desires to expand the functionality of the NeoGov Recruitment and Selection System to include the Onboard module to eliminate in-person contact during the onboarding and offboarding processes and to streamline the movement of information from Insight to Highline significantly reducing use of paper; and

**WHEREAS**, the County desires to expand the functionality of the NeoGov Recruitment and Selection System to include the Learn module which, in combination with the Onboard module, will provide ability to assign and track completion of trainings during onboarding, track employee license and certification renewals, and quickly develop courses and employee surveys; and

**WHEREAS**, the County desires to expand the functionality of the NeoGov Recruitment and Selection System to include the Perform module which, in combination with the Learn module, will increase management's capability to develop and measure employees' achievement progress in the remote workplace and provides continuous communication with employees; and

**WHEREAS**, to that end, the parties have agreed to add the Onboard, Learn and Perform modules at governmentjobs.com to the functionality of the County's NeoGov Recruitment System for a sum of **Thirty-Six Thousand Five Hundred Dollars (\$36,500.00)** for the initial deployment and first year, **One Hundred Forty-Two Thousand, Five Hundred Seventy-Three Dollars and Eighty-Six Cents (\$142,573.86)** for the second year, **One Hundred Forty-Nine Thousand, Three Hundred Sixty-Six Dollars and Seventy-Eight Cents (\$149,366.78)** for the third year, **One Hundred Fifty-Six Thousand, One Hundred Fifty-Nine Dollars and Seventy Cents (\$156,159.70)** for the fourth year, and **One Hundred Sixty-Two Thousand, Nine Hundred Fifty-Two Dollars and Sixty-Two Cents (\$162,952.62)** for the fifth year.

**NOW, THEREFORE,** for and consideration of the mutual benefits conferred on both parties, the parties agree as follows:

**Section 1.** Exhibit B – NeoGov Onboard, Learn and Perform Modules Statement of Work (“SOW”); Attachment 1, Onboard, Learn and Perform Proposed Gantt Charts; Attachment 2, NEOGOV Personality Integration Guide; Attachment 3, NEOGOV Insight Enterprise Position Control Integration; Attachment 4, NEOGOV E-Verify User Guide; Attachment 5, NEOGOV Insight Candidate Text Messaging; Attachment 6, and NEOGOV New Hire Integration Guide; and Attachment 7, NEOGOV Dataflow Expectations, are attached to this Amendment 3 and by this reference incorporated into the Master Agreement to include Onboard, Learn and Perform in the County's GovernmentJobs.com subscription.

**Section 2.** All other terms of the Master Agreement, as amended by Amendment No. 1 and Amendment No. 2, shall remain in full force and effect, except as expressly modified by this Amendment 3.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 3 as of the day and year first written above.

**COUNTY:**


Snohomish County, a political subdivision of the State of Washington

By  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Ken Klein  
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**CONTRACTOR:**

NeoGov, Inc.  
A California Corporation

By  \_\_\_\_\_  
Name: John Closs  
Title: Controller

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

**Approved as to Insurance and Indemnification Provisions:**

\_\_\_\_\_  
Risk Management

# **EXHIBIT B**

## **NeoGov Onboard, Learn and Perform Modules**

### **Statement of Work**

The County and Contractor, (each a “Party” and together the “Parties) understand and agree that all Work will be pursuant to the provisions, terms and conditions of this SOW, the Master Agreement, and in accordance with the specifications set forth herein.

#### **1. DEFINITIONS**

Capitalized terms used in this SOW and not otherwise defined herein have the meanings defined for them in the Agreement. When used herein with initial capitalization, whether in singular or plural, the following terms shall have the following meanings:

##### ***1.1 “Acceptance” and “Accepted”***

This shall mean that: (i) the Work and/or Deliverables substantially meet the functions and specifications agreed to by both Parties and as described herein; and (ii) the Work and/or Deliverables have been delivered and accepted by the County, following completion of any acceptance testing with written acknowledgement from the County testifying of acceptance if applicable, after the rendering of Work and the delivery of Deliverables as described in this Exhibit and the Master Agreement.

##### ***1.2 “County Data”***

This means all data, works and materials: used, processed, generated, uploaded to, or stored on, the Module by the County; transmitted by the Module at the instigation of the County; supplied by the County to the Contractor for uploading to, transmission by, or storage on, the Module; or generated by the Module as a result of the use of the Services by the County.

##### ***1.3 “Critical Defect”***

This means any defect that leads to a critical error within the module causing work stoppage, module outage, or risk of unauthorized access to County Data.

##### ***1.4 “Integration”***

This means the functionality described in NEOGOV Personality Integration Guide, Attachment 2; and NEOGOV Insight Enterprise Position Control Integration, Attachment 3; NEOGOV New Hire Integration Guide, Attachment 6; and NEOGOV Dataflow Expectations, Attachment 7.

### ***1.5 “Module”***

This means each proprietary Contractor web-based software-as-a-service application set forth herein and subsequently made available by Contractor to County, and associated components made available to County by Contractor.

### ***1.5 “Platform”***

This means each individual module within the NeoGov system managed by the Contractor and used by the Contractor to provide the Services, including the application and database software for the Services, the system and server software used to provide the Services, and the computer hardware on which that application, database, system and server software is installed.

### ***1.6 “Support”***

This means technical, maintenance and support services available from Contractor for any products, software, and Work provided and/or performed by Contractor to County; accessible by telephone, remotely, or online via the internet.

### ***1.7 “Updates”***

This means all minor releases of the Software in which minor modifications, additions, changes, bug fixes, defect corrections and feature enhancements have been made, excluding version-to-version Upgrades, and are designated by a change in sub-version designation (e.g., from version 1.3 to version 1.4).

### ***1.8 “Upgrades”***

This means all major releases of the software in which significant and/or substantial modifications, additions, changes, bug fixes, defect corrections and feature enhancements have been made, and are designated by a change in version designation (e.g., from version 1.4 to version 2.0).

## **2 WORK**

### ***2.1 Scope of Work.***

The Contractor shall provide the County with the following additional NeoGov modules and professional services to configure the modules:

- Onboard, including set up of: E-Verify, PreBoarding, and OffBoarding, also referred to as Phase I
- Candidate Text Messaging, Position Control, and New Hire Integration, also referred to as Phase I
- Learn, also referred to as Phase II
- Perform, also referred to as Phase III

The configuration of Onboard, Perform and Learn modules, will allow the County's Human Resources Department to eliminate in-person contact during the onboarding and offboarding processes and to streamline the movement of information from Insight to Highline significantly reducing use of paper. Anticipated outcomes include increase of management's capability to develop and measure employees' achievement progress in the remote workplace, perform electronic document verification, provide continuous communication with employees, provide ability to assign and track completion of trainings during onboarding, track employee license and certification renewals, and quickly develop courses and employee surveys. Contract work includes all planning, execution, implementation, and HR admin training. Contractor performance shall meet the functionality described in the Appendices to this Statement of Work, Onboard, Learn and Perform Proposed Gantt Charts, ("Attachment 1"), NEOGOV Personality Integration Guide, ("Attachment 2"), NEOGOV Insight Enterprise Position Control Integration ("Attachment 3"), NEOGOV E-Verify User Guide ("Attachment 4"), NEOGOV Insight Candidate Text Messaging, ("Attachment 5"), NEOGOV New Hire Integration Guide, ("Attachment 6"), NEOGOV Dataflow Expectations, ("Attachment 7").

## ***2.2 Contractor Requirements***

The Contractor shall meet the following deliverables:

- (a) Provide best practices regarding County process improvement within the Modules during implementation.
- (b) Train and guide County management to i) set different access levels in the Modules for employees and management staff, ii) create checklists and workflows, iii) extract data, and iv) turn functions on/off without needing approval/action from the Contractor.
- (c) Provide the ability for authorized County Users to maintain each of the Modules through updating configuration items such as Users, Document Types and categories, and legislatively mandated items in a manner that is readily accomplished without County IT or Contractor assistance.
- (d) Conduct Project Kick-Off with County
- (e) Perform System administration review, provide training and consult on configuration
- (f) Review system configuration
- (g) Consult on Module validation
- (h) Consult on deployment
- (i) Post sign off check ins
- (j) Provide access to on-line training and reference materials.
- (k) Provide ongoing, dedicated support after each phased Go-Live for a period of 30 days without Critical Defect.

## ***2.3 Contractor Deliverables***

Each Module implementation will follow a similar set of deployment tasks. Contractor and County will establish appropriate activities relevant to each implementation plan. Each set of Acceptance and deliverables will apply at each phase and may run concurrently or consecutively depending on the implementation schedule agreed to by both the Contractor and County.

## **Task 1: Project Kick-Off**

*Activities:* For each Module, Contractor shall provide to the County:

- Access to each Module for Human Resources (HR) Admin and test users.
- Meeting agenda that reviews all necessary steps for implementation.
- Review of Contractor's project tracking system (GuideCX) and updated project timeline (Gantt chart) that details when each task will occur and how long each task will take to complete, and an estimated module Go-Live date.
- A detailed Implementation Workbook containing deliverables for each phase and identifying resources needed for a successful implementation.
- Coordination and scheduling of kickoff call with Implementation Consultant (IC).

*County Acceptance:* County can access a respective Module using log-on credentials, County can access GuideCX, County received the Implementation Workbook from Contractor, and the Parties determined the timeline and Go-Live dates for the specific Module.

*Contractor Deliverables:* Login credentials, kickoff meeting agenda, Implementation Workbook, project tracking system review, and timeline with an estimated Go-Live date and any other deliverables as defined in GuideCX.

## **Task 2: System Administration Review, Training and Configuration**

*Activities:* Contractor shall provide the County with online user guides and tutorials for a self-paced Module training. Contractor shall assign an IC to guide the County in configuration of the Modules including:

- Provide tutorials and corresponding user guides
- Presentation and review of module configuration settings
- Lead process mapping and discussion
- Review of County specific deployment to determine features and functionality to be configured

For Phase I, Contractor shall review security permissions and review User role-based permissions.

*County Acceptance:* County users have appropriate system access and deployment features and functionality are configured.

*Contractor Deliverables:* Tutorials and user guides, configuration settings review and security permissions configuration review and any other deliverables as defined within GuideCX.

## **Task 3: System Configuration**

*Activities:* Contractor shall provide feedback regarding the County's Module-specific configurations. Configurations will vary based on needs for each phase. Contractor shall provide County with online form building, evaluation program, and classroom and online course

user guides and tutorials for a self-paced Module training. Contractor shall provide guidance to the County to properly configure Modules to meet County processes and requirements. Tasks shall be defined by Contractor and reviewed by County. Contractor's assigned IC shall guide the County in configuration of the Modules. Contractor guided tasks for County completion will include, but are not limited to:

- Data Mapping strategy and integration with Highline system
- Online form building (Dynamic and Background)
- Evaluation programs
- Configuration checklists
- Setup functions
- Administrative settings
- Security permissions

For Phase I, Contractor shall review workflows, checklists, and portals to ensure accurate configuration and load Federal I9 and W4 forms and review County built other forms as identified in the Implementation Workbooks.

For Phase II, Contractor shall review classroom and online courses and catalogs, and rosters to ensure accurate configuration.

For Phase III, Contractor shall review evaluation programs and HR setup functions including Writing Assistances and Journal Entries to ensure accurate configuration.

*County Acceptance:* Fully configured Modules are developed. Initial administrative settings and permissions are established. Necessary workflow processes, checklists and portals built. Integration between Module and Highline results in relevant fields of data transferring from Module into Highline and Highline to Module.

*Contractor Deliverables:*

- Provide the County with an IC to assist in troubleshooting set up and process flow.
- Provide advice to administrative users regarding navigation of the Module and administrative settings in accordance with best practices.
- Deliver tutorials and user guides that cover Module configuration, which may include: form building, evaluation program setup, classroom and online course processes and related workflows.
- Ensure the configuration design of checklists and workflows is compatible with Highline data Integration and is designed to move data and information back and forth.

**Task 4: Platform Validation**

*Activities:* Contractor shall advise County on Platform validation including end-to-end testing of all aspects of Platform. County will perform testing of checklists and workflow functionality. Contractor shall review the test results with the County and recommend adjustments to any necessary settings before proceeding.



*County Acceptance:* County has conducted validation testing and agrees the Module is performing as expected, specifically:

- Module is complete and works as designed.
- Administrative settings and security permissions are configured for users.
- Established Integration capability between Module and Highline.
- County has tested Integration to ensure data exchange is accurate and complete.
- County has determined all imported data exists in the Module database.

For Phase I, Contractor shall review additional functions of the Insight to Onboard connection via the New Hire Feed Training.

*Contractor Deliverables:* Consult with the County on how to conduct end-to-end testing, advise on adjusting any configuration settings needed, and any other deliverables as defined in Implementation Workbooks.

### **Task 5: Production Review and Deployment**

*Activities:* Contractor shall facilitate the production review call to ensure everything is configured according to the County's needs. Contractor will provide County with dedicated configuration support for each Phase post Go-Live for 30 days. This support period may overlap with work and support relating to other Phase deployments.

*County Acceptance:* The full Module solution supplied by the Contractor is accepted in accordance with Section 6 of this SOW after the Module has been performing consistently and without Critical Defect for 30 days following Go-Live. Should one or more Critical Defects be identified during the 30-day period, Contractor will cure and the 30-day period will begin anew after all Critical Defects are cured.

*Contractor Deliverables:* Contractor shall participate in the production review call with the County, will provide a production environment, and any other deliverables as defined in Implementation workbooks. Contractor shall track and cure any reported Critical Defects during the 30-day post Go-Live period. This phase will be complete after 30 consecutive days of post Go-Live operation without any new Critical Defects.

### **Task 6: Post Sign Off Check-Ins and User Training**

*Activities:* Contractor shall facilitate post sign off check-ins at 3 months, 6 months, and 9 months. Should the County purchase additional end-user training, Contractor will train HR users, managers, and employees.

*County Acceptance:* The full Module solution supplied by the Contractor and accepted by the County continues to perform consistently and without concerns. County staff is sufficiently trained and competently utilizing features and functions.

*Contractor Deliverables:* Contractor shall participate in the post sign off check-ins with the County.



### **3 CONTRACTOR'S RESPONSIBILITIES**

#### ***3.1 Contractor to provide:***

- (a) A primary point of contact to act as Implementation Consultant ("IC") and work with Snohomish County's Project Manager ("SCPM"), or other designated representative.
- (b) A project implementation plan for each Module and Phase based on the work effort defined in Attachment 1 that will be updated by NeoGov at project kickoff and agreed to by the County.
- (c) Professional staff to perform or manage the functions described in this SOW. The assignment of such Contractor staff shall be disclosed to County and shall be subject to County's approval. County may direct the Contractor to remove or reassign any staff that the County determines to be unqualified or unsuitable; however, County's right to do so does not implicate County as party to Contractor's obligations in the SOW.
- (d) Reports- Weekly and/or monthly status reports as required by SCPM.

#### ***3.2 Contractor Task and Responsibilities:***

- (a) Develop a project schedule that includes all tasks required by the County for configuration, security, network connectivity, workstation modifications, Integration development and testing, data conversion and operations and maintenance.
- (b) Ensure adherence to the project scope, schedule, and budget.
- (c) Manage risk, including notifications to the County's Project Manager within 24 hours – via email or phone – when the project scope, schedule, or budget may be impacted, as well as providing mitigation plans.
- (d) Manage and plan work activities including:
  - Module configuration;
  - data conversion and migration;
  - data Integration;
  - testing and quality assurance;
  - administrator training; and
  - Go-Live support.
- (e) Coordinate Contractor's resources, work sessions, and training (online/phone).
- (f) Track project issues using GuideCX
- (g) Provide written status reports, which include schedule updates, all reported issues and their statuses, weekly via email.
- (h) Be available for status calls as requested by County.
- (i) Provide monthly updates to SCPM via online meeting as requested by the County.
- (j) Perform additional tasks as required to achieve the results specified herein.

## **4 COUNTY'S RESPONSIBILITIES**

### ***4.1 County to Provide:***

- (a) Single point of contact from County to act as Project Manager (“SCPM”) and work with Contractor’s Project Manager (“CPM”), or other designated representative.
- (b) Two to four primary system administrators, with one to two back-up administrators that will complete required Onboard, Perform and Learn online training and develop competence in Onboard, Perform and Learn functionality and configuration.

### ***4.2 County Task and Responsibilities:***

- (a) Conduct internal process analysis.
- (b) Provide at least one project manager and three Module administrators.
- (c) Ensure that project manager, Module administrators and any other stakeholders will attend the project Kick-Off meeting.
- (d) Gather all forms.
- (e) Complete, review and approve Implementation workbooks.
- (f) For Phase I, gather all media for portals.
- (g) Have all processes in place and decide on any desired changes.
- (h) For Phase III, gather files if County plans to import SCORM files.
- (i) Review and complete training utilizing online-user guides and tutorials in order to configure the Modules.
- (j) Complete self-paced system and configuration training.
- (k) Seek out advice from IC regarding system, configuration, training and utilization.
- (l) For Phase III, watch enrolling and completing courses tutorials, and practice enrolling in and completing.
- (m) Test Modules in accordance with approved test plan. County will test the Modules to ensure product delivery meets functionality described in the SOW.
- (n) Complete the production review checklist prior to production review call.
- (o) Attend the production review call.
- (p) Conduct end-user training for all staff that will be utilizing the Modules and successfully coordinate employees’ participation in online open enrollment.
- (q) Review and provide formal written approval of work performed under milestones.

## **5 PROJECT MANAGEMENT**

Snohomish County project management best practices will be observed, including County change control procedures and weekly project status update meetings with the participating project team (Contractor/County). The County Project Manager and the Contractor will negotiate the acceptable level of project management oversight at the Kick-Off Meeting.

## **6 PROJECT COMPLETION CRITERIA**

The full NeoGov Onboard, Perform and Learn Modules supplied by the Contractor (including all software, custom configurations, training, and support agreements) has been

installed or delivered to the County and is fully functional and proven to be satisfactory to the project sponsor. Project completion approval shall not be unreasonably withheld. All requirements found in this and all other project documentation (including those documents submitted by the Contractor) must be satisfactorily met by the Contractor products/services, tested by the County, and accepted through verification testing (at the discretion of the County).

**7 DURATION**

This SOW shall commence upon execution of Amendment 3 (the “Effective Date”). This SOW shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement. SaaS Subscriptions shall commence on June 30, 2021 (the “Commencement Date”) and conclude June 29, 2026 unless extended further by mutual written agreement of both parties in an amendment, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2022 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with County Charter and applicable law (Non-Appropriation). In any event, the Contractor shall be paid in accordance with the Agreement for Services performed through the date of termination.

**8 FEES**

Billings will be initiated upon signature approval from an authorized representative from Snohomish County for each milestone.

Contractor will be paid for the Work accepted by County as specified in this SOW as specified in the table below:

Item	Item Description	Cost per Item
Year 1 6/30/2021 – 6/29/2022		
Onboard Subscription Year 1	12-Month Term.	\$0
Learn Subscription Year 1	12-Month Term.	\$0
Perform Subscription Year 1	12-Month Term.	\$0
Position Control Flat File License Year 1	12-Month Term.	\$0
New Hire Integration Flat File License Year 1	12-Month Term.	\$0

Candidate Text Messaging License Year 1	12-Month Term.	\$0
Onboard Training	Invoice Net 30 days From Completion of Phase I, Task 3	\$2,000.00
Onboard Setup	Invoice Net 30 days From Completion of Phase I, Task 5	\$5,000.00
Learn Training	Invoice Net 30 days From Completion of Phase II, Task 3	\$5,000.00
Learn Setup	Invoice Net 30 days From Completion of Phase II, Task 5	\$7,500.00
Perform Training	Invoice Net 30 days From Completion of Phase III, Task 3	\$5,000.00
Perform Setup	Invoice Net 30 days From Completion of Phase III, Task 5	\$7,500.00
Position Control Flat File Setup	Invoice Net 30 days From Completion of Phase 1, Task 5	\$3,000.00
New Hire Integration Flat File Setup	Invoice Net 30 days From Completion of Phase 1 Task 5	\$1,500.00
	<b>Year 1 Total</b>	<b>\$36,500.00</b>
Year 2 6/30/2022 – 6/29/2023		
Onboard License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$27,807.00
Learn License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$60,381.39

Perform License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$47,670.00
Position Control Flat File License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$1,500.00
New Hire Integration Flat File License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$2,037.50
Candidate Text Messaging License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$3,177.97
	<b>Year 2 Total</b>	<b>\$142,573.86</b>
<p>Year 3</p> <p>6/30/2023 – 6/29/2024</p>		
Onboard License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$29,197.35
Learn License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$63,400.46
Perform License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$50,053.50
Position Control Flat File License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$1,500.00
New Hire Integration Flat File License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$2,037.50

Candidate Text Messaging License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$3,177.97
	<b>Year 3 Total</b>	<b>\$149,366.78</b>
<p>Year 4</p> <p>6/30/2024 – 6/29/2025</p>		
Onboard License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$30,587.70
Learn License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$66,419.53
Perform License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$52,437.00
Position Control Flat File License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$1,500.00
New Hire Integration Flat File License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$2,037.50
Candidate Text Messaging License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$3,177.97
	<b>Year 4 Total</b>	<b>\$156,159.70</b>
<p>Year 5</p> <p>6/30/2025 – 6/29/2026</p>		

Onboard License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$31,978.05
Learn License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$69,438.60
Perform License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$54,820.50
Position Control Flat File License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$1,500.00
New Hire Integration Flat File License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$2,037.50
Candidate Text Messaging License	12-Month Term. Subscription Fees shall be due net 30 days from the Commencement Date anniversary.	\$3,177.97
	<b>Year 5 Total</b>	<b>\$162,952.62</b>

## 9 PROJECT MANAGERS

County Project Manager (“SCPM”)		Contractor Project Manager (“CPM”)	
Name:	David Stroble	Name:	Miya Jin
Address:	Continuous Improvement 3000 Rockefeller Ave Everett, WA 98201	Address:	NEOGOV : 300 Continental Blvd., Ste 565 El Segundo, CA 90245
Phone:	(425) 388-7020	Phone:	(310) 658-5785
Email:	<a href="mailto:david.stroble@snoco.org">david.stroble@snoco.org</a>	Email:	<a href="mailto:mjin@neogov.net">mjin@neogov.net</a>
County Project Manager (“SCPM”) Alternate		Contractor Project Manager (“CPM”)	



Name:	Juan Rodriguez		
Address:	Human Resources 3000 Rockefeller Ave Everett, WA 98201		
Phone:	(425) 262-2695		
Email:	<a href="mailto:juan.rodriguez@snoco.org">juan.rodriguez@snoco.org</a>		

Escalation path

**Snohomish County:**

Oksana Kryvyziuk, HR Operations Manager, 425-262-2749, [Oksana.kryvyziuk@snoco.org](mailto:Oksana.kryvyziuk@snoco.org)  
 Devinder Sandhu, HR Operations Manager, 425-388-3098, [Devinder.sandhu@snoco.org](mailto:Devinder.sandhu@snoco.org)

**NEOGOV:**

Miya Jin, Implementation Manager, 310-658-5785, [mjin@neogov.net](mailto:mjin@neogov.net)

**10 DATA RIGHTS**

**Ownership.** County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. This Section shall survive the termination of this Agreement.

**Contractor Use of County Data.** Contractor is provided a limited license to County Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display County Data only to the extent necessary in providing the Services. Contractor shall: (a) keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor’s own purposes or for the benefit of anyone other than County without County’s prior written consent. This Section shall survive the termination of this Agreement.

**Platform Data.** “Platform Data” shall mean any data produced by the system that reflects the access or use of the Modules by or on behalf of County or any user, including statistical or other analysis and performance information related to the provision and operation of the Modules including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data or other analysis, information, or data based on or derived from any of the foregoing. Contractor shall exclusively own all right, title and interest in and to all Platform Data. Contractor grants to County a limited, non-perpetual, non-exclusive, non-transferable, and non-sublicensable license during the Term to use and access, and to permit

users to use and access, Platform Data of which Contractor makes available through the Modules solely for County’s internal purposes. County acknowledges Contractor may compile Platform Data based on County Data input into the Modules. County agrees that Contractor may (i) make Platform Data publicly available in compliance with applicable law, and (ii) use Platform Data to the extent and in the manner permitted under applicable law.

**11 SITES AND LOCATIONS**

All work will be conducted remotely.

**12 ATTACHMENT(S)**

- Attachment 1, Onboard, Learn and Perform Proposed Gantt Charts
- Attachment 2, NEOGOV Personality Integration Guide
- Attachment 3, NEOGOV Insight Enterprise Position Control Integration
- Attachment 4, NEOGOV E-Verify User Guide
- Attachment 5, NEOGOV Insight Candidate Text Messaging
- Attachment 6, NEOGOV New Hire Integration Guide
- Attachment 7, NEOGOV Dataflow Expectations

**IN WITNESS WHEREOF**, the Parties intending to be legally bound have caused this SOW to be executed by their duly authorized representatives, and intend it to be effective as of the later of the two signature dates set forth in the signature block below (the “**Exhibit Effective Date**”).

**Snohomish County**

**NeoGov, Inc.**

BY:  Ken Klein  
2021.06.22  
12:34:52 -07'00'

BY:   
\_\_\_\_\_  
(Authorized Signature)

NAME: \_\_\_\_\_  
(Print or Type Name of Signatory)

NAME: John Closs  
\_\_\_\_\_  
(Print or Type Name of Signatory)

TITLE: \_\_\_\_\_  
(Title of signatory)

TITLE: Controller  
\_\_\_\_\_  
(Title of signatory)

DATE: \_\_\_\_\_  
(Execution Date)

DATE: 6/17/2021  
\_\_\_\_\_  
(Execution Date)