

**AMENDMENT 1 TO HUMAN RESOURCES RECRUITMENT AND SELECTION
AGREEMENT TO PURCHASE A NATIONAL ADVERTISEMENT MODULE**

This Amendment 1 to the "Master Agreement for Recruitment and Selection Software," (the "Master Agreement"), dated September 28, 2011, 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 27th day of August 2014..

RECITALS

WHEREAS, the County and GovernmentJobs.com are the parties to that certain Agreement executed on September 28, 2011, entitled "NeoGov Service Agreement" (the "Master Agreement"); and

WHEREAS, the NeoGov Recruitment and Selection System has enabled the Human Resources Department to implement recommendations made in the 2007 Performance Audit of the Snohomish County Hiring Process; and

WHEREAS, County positions exist that are difficult to fill as they require specialized experience unique to the public sector, and the candidate pool visiting Governmentjobs.com is actively seeking employment in the public sector; and

WHEREAS; the Human Resources Department desires to expand the functionality of the NeoGov Recruitment and Selection System to include national employment advertisement so that Snohomish County may access a more diverse pool of candidates; and

WHEREAS, to that end, the parties have agreed to add national recruitment advertisement at governmentjobs.com to the functionality of the County's NeoGov Recruitment System for a sum of **Four Thousand, Nine Hundred, and Fifty Dollars (\$4,950.00)** annually.

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

Section 1. Both parties agree that the attached NeoGov Service Agreement contains identical provisions as the Master Agreement executed by the parties on September 28, 2011.

Section 2. EXHIBIT A – ORDER FORM, Table 2: Order Summary, line 1.4, of the Master Agreement is revised to include the national recruitment advertisement option to the County's GovernmentJobs.com subscription. The recurring fee for this additional service shall be Four Thousand, Nine Hundred, and Fifty Dollars (\$4,950.00) per year.

Section 3. The attached Master Agreement and this Amendment 1 to the Master Agreement, when fully executed, constitute the entire agreement between Contractor and Snohomish County.

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

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

CONTRACTOR:

NeoGov, Inc.
A California Corporation

By

[Signature]
Name: Leland A. Crawford
Title: Executive Director
8/27/14

By

[Signature]
Name: Scott Leburner
Title: President

Approved as to Form:

[Signature] 6/3/2014
Deputy Prosecuting Attorney

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

[Signature]
Risk Management

COUNCIL USE ONLY	
Approved:	<u>8-20-14</u>
Docfile:	<u>D-8</u>

Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this 27th day of August, 2014, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a "NEOGOV"), and the **County of Snohomish, Washington** a public entity acting by and through its duly appointed representative ("Customer").

1. **Definitions**

- 1.1 **Critical Defect** means any Defect that (a) severely impacts the Customer's ability to use the Software or the System of NEOGOV's ability to provide Services, or (b) has a significant financial impact on the Customer.
- 1.2 **Defect** means (1) any failure of the Software to operate in accordance with the Documentation, Functional Specifications, or Performance Standards; and / or (2) any failure of NEOGOV to perform the Services in accordance with the Service Level Standards.
- 1.3 **Documentation** means collectively: (a) all of the written, printed, electronic, or other format materials published or otherwise made available by the Contractor that relate to the functional, operational, and/or performance capabilities of the System and/or any Software; (b) all user, operator, system administration, technical, support, and other manuals and all other written, printed, electronic, or other format materials published or otherwise made available by the Contractor that describe the functional, operational, and/or performance capabilities of the System and/or any Software, including but not limited to the Functional Specifications and Software Acceptance Plan; and (c) any other Deliverable that is not Hardware or Software. Documentation shall not include Source Code.
- 1.4 **Functional Capabilities** shall mean those specifications to which the Software and the System shall conform as set forth in NEOGOV Functional Capabilities Checklist.
- 1.5 **Performance Standards** means, collectively the warranties and performance standards set forth in Exhibit A.
- 1.6 **Services** means, individually or collectively, all installation, implementation, integration, testing, development, conversion, training, consulting, Support and Maintenance Services, and any other professional or other services that may be provided by the Contractor to the County under this Agreement.
- 1.7 **Service Level Standards** means the service level standards set forth in Exhibit A. **System** means the Deliverables to be installed and integrated so as to be operational at the County Site.

2. **Provision of On-line Services.**

- (a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its responsibilities hereunder.

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- (b) **Service Level Standards.** NEOGOV shall provide the Software and Services according to the performance criteria and Service Level Standards set forth in Exhibit A.
- (c) **Service Level Credits.** In the event that NEOGOV fails to meet the Service Level Standards, the Customer shall be entitled to receive from NEOGOV service level credits ("Service Level Credits"), which shall be in the amounts and according to the terms set forth in Exhibit A. The Customer shall have the right to set off any undisputed amounts owed to NEOGOV against any Service Level Credits assessed by the Customer against NEOGOV.

3. **Additional NEOGOV Responsibilities.** In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

4. **Customer Responsibilities.** In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) NEOGOV's logos, including the "powered by" logo shall appear on the "employment opportunities", "job description" and other pages of Customer's web site.

(b) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(c) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

5. **Ownership, Protection and Security.**

(a) The parties agree that the NEOGOV marks and the Customer marks shall both be displayed on and through NEOGOV's system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all

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components thereof and associated documentation, except as expressly provided herein.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

6. NEGOV Representations and Warranties.

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 6, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. NEOGOV WILL TAKE ALL REASONABLE AND NECESSARY MEASURES TO PREVENT A SECURITY BREACH OF THE SERVICE, IN ACCORDANCE WITH INDUSTRY STANDARD BEST PRACTICES AND THE ATTACHED NEOGOV SECURITY POLICY.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE ALL COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR.

7. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein and in Section 8, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

8. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would

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recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the State of Washington, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. It shall be NEOGOV's sole responsibility to appropriately protect its Confidential Information and trade secrets in conformance with the requirements of the Public Records Act of the state of Washington.

9. Liability Limitations.

- a. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the Customer, NEOGOV shall indemnify and hold harmless the Customer, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or Services provided by or on behalf of NEOGOV. In addition, NEOGOV shall assume the defense of the Customer and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or Services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the Customer on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the Customer by an employee or former employee of NEOGOV or its Subcontractors, and NEOGOV, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the Customer only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the Customer incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from NEOGOV. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party. Notwithstanding any language in this Agreement to the contrary, NEOGOV's total liability to the Customer regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), shall not exceed the amount of insurance coverage which NEOGOV is required to maintain under this Service Agreement; provided, however that the foregoing limitations set forth in this Section 9(a) shall not apply to any injury to persons or damages to property arising out of NEOGOV's negligence or willful misconduct.

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b. Patent and Copyright Indemnity

NEOGOV shall protect, indemnify, defend and save harmless the Customer from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights. So long as the Customer gives NEOGOV prompt notice of any infringement claim brought against the Customer regarding the Software and the Customer gives NEOGOV information, reasonable assistance, and sole authority to defend or settle any infringement claim, then, in the defense or settlement of an infringement claim, NEOGOV shall, in its reasonable judgment and at its option and expense: (i) obtain for the Customer the right to continue using the Software; (ii) replace or modify the Software so that it becomes noninfringing while giving equivalent performance; or (iii) if NEOGOV cannot obtain the remedies in (i) or (ii), the parties may proceed to a court of competent jurisdiction to determine the amount of fees that shall be returned to the Customer. Before final payment is made on this Agreement, NEOGOV shall, if requested by the Customer, furnish acceptable proof of a proper release from all such fees or claims. NEOGOV shall have no liability to indemnify or defend the Customer to the extent the alleged infringement is based on: (i) a modification of the Software the Customer or others authorized by the Customer but not by NEOGOV; or (ii) use of the Software by other than in accordance with the Documentation. If the Customer is required to defend itself or enter into a settlement agreement due to NEOGOV's failure to defend, NEOGOV shall indemnify the Customer for its costs and expenses as well as any judgment entered against the Customer.

10. Insurance. NEOGOV shall obtain and maintain continuously and for the duration of the Agreement the following insurance:

10.1 Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and endorsed to include the Customer, its officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the Customer. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.

10.2 Workers' Compensation Coverage as required by the Industrial Insurance laws of the State of Washington. NEOGOV's obligation shall extend to itself and any subcontractors working on behalf of NEOGOV and must be obtained before performing any work under the Agreement. The Customer will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for NEOGOV, its employees, consultants, or subcontractor that might arise under the Washington State Industrial Insurance laws.

10.3 Professional Technical Liability insurance appropriate to NEOGOV's profession with limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall have a retroactive date prior to or coincident with the date of the Agreement, and shall maintain coverage for the duration of the Agreement and for three years following termination of the Agreement.

NEOGOV's insurance coverage shall be primary insurance with respect to the Customer. Any insurance or self-insurance coverage maintained by the Customer shall be excess of

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NEOGOV's insurance and shall not contribute with it. The Customer reserves the right to receive a certified copy of required insurance policies and to approve any deductible. NEOGOV's insurance shall be endorsed to state that the insurer shall provide at least thirty days prior written notice by certified mail, return receipt requested, of any impending cancellation, non-renewal, expiration, or reduction in coverage.

11. Term and Termination.

(a) This Agreement shall commence as of the date hereof and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) If the term of this Agreement extends beyond the Customer's current fiscal year, the Customer's responsibilities in succeeding fiscal years is contingent upon legislative appropriation of necessary funds for this specific purpose in accordance with the Snohomish County Charter and applicable law. The Customer may terminate this Agreement with prior written notice if this Agreement extends beyond the Customer's current fiscal year, and there is a failure of legislative appropriation in any succeeding fiscal year for the specific purpose of funding this Agreement is in accordance with law. In such instance, the Customer shall pay NEOGOV only for services provided before the notice of termination.

(e) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL) The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database.

12. Payments.

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

13. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or

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inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

14. Non-Discrimination

The Contractor shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

15. Piggyback Clause. It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual agreement made between NEOGOV and any entity other than Customer.

16. Miscellaneous. Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

17. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation or any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in the County of Snohomish, Superior Court. This Agreement shall be governed by the laws of the State of Washington without reference to choice of law provisions.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature:



Print Name:

Hester M. Crawford

Title:

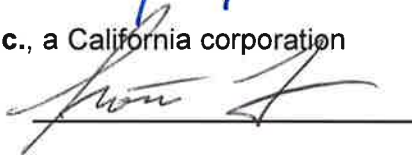
Executive Director

Date:

8/27/14

GovernmentJobs.com, Inc., a California corporation

Signature:



Print Name:

Scott Letourneau

Title:

President

Date:

8/23/14

EXHIBIT A – ORDER FORM**Customer:**

Snohomish County
3000 Rockefeller Ave.
Everett, WA 98201

Contact: Norma Middleton
norma.middleton@snoco.org, (425) 388-
3794

Bill To:

Snohomish County
3000 Rockefeller Ave.
Everett, WA 98201

Contact: Norma Middleton
norma.middleton@snoco.org, (425) 388-
3794

<u>Quote Date:</u>	<u>9/26/2010</u>	<u>Revision:</u>	<u>1</u>
<u>Valid From:</u>	<u>9/26/2010</u>	<u>Order Number:</u>	
<u>Valid To:</u>	<u>11/30/2010</u>	<u>Initial Term:</u>	<u>12 Months</u>
<u>Requested Service</u>	<u>TBD</u>		
<u>Date:</u>			

Order Summary

<u>Line</u>	<u>Description¹</u>	<u>Annual Recurring Cost</u>	<u>Non- Recurring Cost</u>
1.0	<u>Insight Enterprise Edition</u>		
1.1	<u>Subscription License</u>	<u>\$20,625.00</u>	
1.2	<u>Provisioning</u>		<u>\$5,000.00</u>
1.3	<u>Training</u>		<u>\$2,500.00</u>
1.4	<u>GovernmentJobs.com Subscription (Optional)</u>	<u>Not Included</u>	
2.0	<u>New Hire Integration with County HRIS system</u>		
2.1	<u>One Time Fee (\$5,000.00)</u>	<u>Waived</u>	
2.2	<u>Annual Maintenance (annually \$2,000.00)</u>	<u>Waived</u>	
<u>Sub Total:</u>		<u>\$20,625.00</u>	<u>\$7,500.00</u>
<u>Order Total:</u>			<u>\$28,125.00</u>

¹More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Order Detail

1.0 Insight Enterprise Edition

1.1 License Subscription

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

Recruitment

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

Selection

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test Item bank (optional in TMS)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials
- Integration with the County HRIS system to auto-populate data for new hires

- * Cost of the scanner is not included unless listed on Exhibit A – ORDER FORM
- * Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included unless listed on Exhibit A – ORDER FORM

Additionally, during the term of the subscription, the Customer will be provided:

Integration with Customer HRIS to auto-populate data for new hires at no additional charge – listed as New Hire Integration with County HRIS System – waived on fee schedule. NEOGOV offers a standard new hire integration that automatically exports a file of hires to be sent to an FTP site for processing into your HRIS system. Hires include any new hires, rehires, or promotions that have been entered into Insight Enterprise. The data exported is configurable to include the fields that you specify. This can include data such as name, address, gender, ethnicity, hire date, classification code, department code, salary, and custom form fields that your staff create for the hire transaction and enter into the hire personnel action form. This integration is offered as a scheduled batch file process and can be scheduled to run weekly, daily, or multiple times per day

Unlimited Customer Support (6:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both on-line (through the customer URL log in or by mailing customersupport@neogov.com) and by telephone (310-426-6304 the toll free NEO.GOV number), Monday – Friday, 6:00 AM – 6:00 PM PT (excluding the following US holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Day

Product Upgrades to Licensed Software

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

1.2 Provisioning

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff

- NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
 - Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
 - Configure printable job bulletin
 - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
 - Establish the Agency's Insight Enterprise production environment.

1.3 Training

NEOGOVS will deliver training to Agency recruiters. We will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

1.4 SYSTEM USE AND SERVICE LEVELS

Definitions

"Business Day" shall mean 6:00 AM to 6:00 PM Pacific Time, Monday through Friday inclusive with the exception of US Federal Holidays.

"Customization Request" shall mean any request submitted to NEOGOV development staff that the development staff deems to require custom configuration to the System, and, the development staff agrees to perform on behalf of the requesting customer. Generally, a Customization Request is unique to the requesting customer and may be subject to additional fees.

"Enhancement Request" shall mean any request submitted to NEOGOV development staff for additional or improved functionality of the System. Enhancement Requests do not include bug fixes, security patches, etc. that are routinely applied to the System and Hosting Services for the benefit and security of all NEOGOV customers.

"Minor Degradation of Service" shall mean any automated workflow or individual field of the Service, or related data, rendered unusable or unresponsive due to

technical difficulties with the Applications, System or Hosting Services managed by NEOGOV.

"Moderate Degradation of Service" shall mean any one application of core function of the Service, or related data, rendered unusable or unresponsive due to technical difficulties with the Applications, System, or Hosting Services managed by NEOGOV.

"Planned Maintenance Downtime" shall mean the time for which the System is unavailable to the Customer for NEOGOV to perform maintenance for security and system integrity purposes and provide System upgrades.

"System Outage" shall mean any complete inaccessibility or usability of the System or related data by the Customer due to technical difficulties with the Applications, System or Hosting Services managed by NEOGOV.

System Availability

The System shall be available 99.99% of the time per month via a secure password protected site(s) hosted by NEOGOV except for: (i) planned maintenance downtime for which the Customer shall have at least forty-eight (48) hours advanced notice and will be planned for Customer non-core business hours; (ii) downtime caused by circumstances beyond Contractor's control including acts of God, acts of government, flood, fire, earthquakes, acts of terror and war, but only to the extent the unavailability was the result of NEOGOV's failure to take reasonable and commercial care to mitigate or prevent such an attack or intrusion.

Service Credits

In the event of a failure of NEOGOV to maintain the general availability of the System as defined in section 2.1 above, the Customer shall be entitled to a credit of service equal to Fifty Seven (\$57) dollars for each failure. The Customer must (i) request all service credits in writing to NEOGOV within thirty (30) days of the availability failure; NEOGOV will issue a credit memo upon receipt of the written service credit request.

Customer Support

NEOGOV shall provide customer support and technical guidance as part of this Agreement.

(a) Submission of incidents online at the NEOGOV Customer Support portal through the customer URL login or by emailing customersupport@neo.gov.com.

(a) Telephone support each business day between 6:00 AM and 6:00 PM PST (excluding holidays) at 310-426-6304 the toll free NEO.GOV number.

(b) The following US holidays are not business days:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Day

- (d) Technical support twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year (24x7x365) for System Outages.

Service Level Agreement / Response Times

NEOGOV shall provide support response to System inquiries under the following guidelines. NEOGOV shall use all commercially reasonable efforts to resolve incidents according to the Target Resolution Time set forth below.

Type	Priority	Response Time	Target Resolution Time
Incident	1-System Outage	Thirty (30) Minutes	1 Hour
Incident	2-Moderate Degradation of Service	Two (2) Hours within Business Day Hours	3 working days
Incident	3-Minor Degradation of Service	Four (4) Hours within Business Day Hours	120 + Hours (development timeline established and agreed to by County and NEOGOV)
Enhancement Request	N/A	Within Three (3) Business Days	N/A
Customization Request	N/A	Within Three (3) Business Days	N/A

Order Form Terms and Conditions:

- (1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.
- (2) The Customer agrees that the payment schedule is as follows:

Provide all required software and Licenses

- One hundred percent (100%) of the annual license price is payable within thirty (30) days of access to the System. (\$20,625.00)

Software Provisioning for first half of Insight Enterprise

- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the access to the System. (\$2,500.00)

Completion of Training

- One hundred percent (100%) of the training price is payable within thirty (30) days of access to the training materials (\$2,500.00). Training deliverables include full access to the agency specific training environment; user guides and exercises; user training delivered to the core user community; train the trainer

materials for use with additional users; and full access to Customer Support Help Desk during training.

- **Software Provisioning for second half of Insight Enterprise (Completion of post evaluation)**

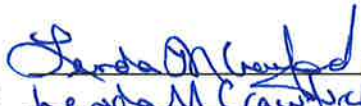
- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days following the thirty day post-training period. (\$2,500.00)

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

Customer		NEGOV, Inc.	
Signature:		Signature:	
Print Name:	Sandra M. Crawford	Print Name:	Scott Letourneau
Title:	Executive Director	Title:	President
Date:	8/27/14	Date:	5/23/14

APPROVED AS TO FORM:

see amendment
 Prosecuting Attorney's Office _____ DATE _____

APPROVED SOFTWARE PURCHASE:


 Department of Information Services _____ DATE 6/11/14