File No. 160956 Committee Item No. 4
Board Item No. 9

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget & Finance Committee **Date** October 26, 2016

Board of Supervisors Meeting **Date** November 1, 2016

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Completed by: Victor Young **Date** October 21, 2016
Completed by: L.W. **Date** October 27, 2016

[Software License and Support Agreement - JobAps, Inc. - Software Support Services - Not to Exceed $2,237,020]

Resolution authorizing the Controller to enter into the tenth amendment of a software license and support agreement with JobAps, Inc., increasing the contract term of November 27, 2006, through November 26, 2016, by two years through November 26, 2018, and increasing the maximum expenditure by $612,350 to an amount not to exceed $2,237,020.

WHEREAS, On November 27, 2006, the City and County of San Francisco ("City"), acting through its Controller, entered into an Agreement with JobAps, Inc. ("JobAps"), for a hosted application for web-based job application recruitment, testing, certification and referral services ("Agreement"); and

WHEREAS, The initial term of this Agreement was for three years, with two options to extend at the City's option for a period of two years, and the initial maximum expenditure was $250,000; and

WHEREAS, The Controller and JobAps amended the Agreement by the First Amendment, dated January 20, 2009; Second Amendment, dated December 1, 2009; Third Amendment, dated January 3, 2011; Fourth Amendment, dated August 1, 2011; Fifth Amendment, dated January 1, 2012; Sixth Amendment, dated August 7, 2012; Seventh Amendment, dated January 1, 2013; Eighth Amendment, dated November 1, 2013; and Ninth Amendment, dated December 1, 2014, extending the term to November 26, 2016, and increasing the maximum expenditure to $1,624,670; and

WHEREAS, By the Tenth Amendment the Controller and JobAps have agreed to extend the term to November 26, 2018, and increase the maximum expenditure by $612,350 to $2,237,020 for continued software support services; and

WHEREAS, The Controller has determined that it is in the best interests of the City to extend the term of the Agreement beyond ten years and increase the maximum expenditure to $2,237,020, so that the City may continue to receive software support services; and

WHEREAS, Charter, Section 9.118(b), "Contract and Lease Limitations," requires Board of Supervisors' approval of any contract having a term in excess of ten years or requiring anticipated expenditures by the City of $10,000,000; and

WHEREAS, The Tenth Amendment is on file with the Clerk of the Board of Supervisors in File No. 160956, which is hereby declared to be a part of this motion as if set forth fully herein; now, therefore, be it

RESOLVED, That the Board of Supervisors approves the Tenth Amendment to the Agreement with JobAps; and, be it

FURTHER RESOLVED, That upon execution of the Tenth Amendment, the Controller shall transmit to the Clerk of the Board of Supervisors a copy of the Tenth Amendment, for inclusion in File No. 160956.

Item 4 File 16-0956	Department: Controller's Office (Controller)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would authorize the Controller's Office to enter into the tenth amendment to an agreement with JobAps, Inc. (JobAps) to provide online job application services for the City. The amendment would extend the agreement term for two years through November 26, 2018, for a total term of twelve years, and increase the total not-to-exceed by $612,350, from $1,624,670 to $2,237,020.

Key Points

- The City entered into the original agreement with JobAps on November 27, 2006 after competitive bid for a total amount not to exceed $250,000. The agreement has been amended and extended nine times to provide maintenance, customization, and system expansion, and the current total not-to-exceed amount under the ninth amendment is $1,624,670. The agreement will expire on November 26, 2016.
- The tenth amendment would increase the term of the agreement by two years, for a total term of twelve years, through November 26, 2018 and increase the not-to-exceed amount by $612,350 to $2,237,020.
- The Controller's Office is reviewing proposals from other vendors submitted in response to a Request for Information issued in July 2016, and these potential vendors will be considered for a new contract to begin when the proposed tenth amendment to the agreement with JobAps expires.

Fiscal Impact

- Out of the presently authorized not-to-exceed amount of $1,624,670, $1,593,810 has been expended to date under the agreement with JobAps.
- Under the proposed amendment the total not-to-exceed amount of this agreement will increase by $612,530, from $1,624,670 to $2,237,020.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board, or commission that (1) has a term of more than ten years, (2) requires expenditures of $10 million or more, or (3) requires a modification of more than $500,000 is subject to Board of Supervisors approval.

BACKGROUND

In November 2006, the City through the Controller's Office entered into an agreement with JobAps, Inc. (JobAps) following a competitive bid to obtain a hosted application for online job application, recruitment, testing, certification, and referral services. The JobAps agreement is managed by the eMerge Division of the Controller's Office and supports the City's Department of Human Resources (DHR).

The original agreement was for three years from November 2006 through November 2009, with two 2-year options to extend through November 2013 for a total of seven years. The original agreement amount was $250,000. Since 2006 the agreement has been amended nine times, extending the term through November 26, 2016 for a total term of ten years and increasing the total not-to-exceed amount to $1,624,670, to provide additional maintenance support services and to customize the system for greater functionality at the request of DHR. Table 1 below details the dates, purposes, and amounts of the original agreement and each amendment.

Table 1: JobAps Agreement History and Amendments

Contract	Purpose	End Date	Amendment Amount	Grand Total
Original	Original agreement	November 2009		$250,000
First	Maintenance/customization	No change	$38,050	288,050
Second	Maintenance and system expansion	December 2011	196,950	485,000
Third	System expansion and customization	No change	28,000	513,000
Fourth	System expansion	No change	30,000	543,000
Fifth	Maintenance/customization	December 2012	100,000	643,000
Sixth	Maintenance/customization	No change	50,000	693,000
Seventh	Maintenance/customization	December 2013	197,103	890,103
Eighth	Maintenance/customization	December 2014	237,722	1,127,825
Ninth	Maintenance/customization	November 2016	$496,845	$1,624,670

The original agreement and nine previous amendments were not subject to Board of Supervisors approval because the total expenditures were less than $10 million and the agreement term was less than ten years.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the tenth amendment to the JobAps agreement, which provides for the City's online job application program and related services, extending the

agreement term by two years from November 27, 2016 through November 26, 2018, resulting in a total agreement term of 12 years, and increasing the total not-to-exceed amount of $1,624,670 by $612,350 to $2,237,020. The proposed amendment would provide for continued maintenance support services and additional customization support services.

Maintenance support services include quarterly upgrades, debugging, and disaster recovery. Customization support services allow for greater system functionality and enhanced efficiencies.

The City has requested six new customizations to the JobAps system under the proposed tenth amendment for the following:

1. 2015 Hired Interface: This enhancement programmatically and automatically detects completed eligible list certifications[1] and archives them. It removes the need for the Department of Human Resources to manually clean up the outstanding eligible list certifications if they have already been completed.
2. 2015 FreeNames: This enhancement grants DHR the ability to manage various lists that do not follow the normal hiring process, which was previously done outside of the system. It also enables DHR to standardize the hiring process for such hires to ensure that there is alignment of best practices across all hiring types.
3. 2015 Request to Hire: This enhancement is for two interfaces between JobAps and PeopleSoft for the purposes of the pre-hire project currently in process, Request-to-Hire. The two interfaces send information to the Request-to-Hire application to reduce double data entry and improve hiring responsiveness.
4. 2016 Additional Referral Questionnaire: This enhancement is an effort to centralize departmental use of additional candidate inquiries and is driven by, but not limited to, the new FlexSelect program currently in development. The electronic and scalable process enhancement brings potential labor savings to the current process of manually producing scoring sheets of supplemental questionnaires.
5. 2016 Application Redaction: This enhancement makes various changes to the JobAps system that automatically redacts information from identified fields in applications at various points in the system to reduce implicit bias.
6. 2016 Referral Process Enhancements: This enhancement is to bring greater system validation to JobAps. It automatically calculates reachable rank,[2] which is fundamental for the validation of hires. It also provides notification of position changes from PeopleSoft, allowing DHR to be more proactive when position state changes occur.

[1] "Certification" is the process by which a list of eligible candidates is approved.

[2] "Reachable" rank is the position on the eligibility list from which hiring departments may select (i.e., if the hiring department can only hire from the top three candidates, then the reachable rank is the top three on the eligibility list).

Selection of New Vendor

The Controller's Office issued a Request for Information (RFI) in July 2016 to identify prospective vendors for a new contract pertaining to the City's online job application and related services programs that would be able to provide flexible software solutions for the City's hiring process. The deadline for submission of proposals was August 31, 2016, and three vendors submitted proposals in response to the RFI. According to Mr. Keith Miller of the Controller's Office, these potential vendors will be considered for a new contract to begin when the proposed tenth amendment to the agreement with JobAps expires in 2018. Mr. Miller states that it would take well over a year to transition to a new vendor once one is selected. Therefore, the Controller's Office in consultation with the Department of Human Resources believes extending the current agreement with JobAps is necessary to provide and maintain the City's web-based recruitment system for the next two years.

FISCAL IMPACT

According to Mr. Miller, as of September 21, 2016 the City has expended $1,593,810 of the existing not-to-exceed amount of $1,624,670 under the current agreement with JobAps, resulting in an unexpended balance of $30,860 to cover the remainder of the agreement through November 26, 2016.

Table 2 below summarizes the additional requested $612,350 in costs under the proposed tenth amendment to the agreement with JobAps.

Table 2: Tenth Amendment Estimated Cost Breakdown

	Amendment 10 11/16-11/18
Maintenance support services	$516,600
Customization support services	95,750
Total cost	**$612,350**

Source: Controller's Office

The requested additional $516,600 in maintenance support services will provide for continued maintenance services for two additional years. The requested additional $95,750 for customization support services will fund six new customizations to the online job application system provided by JobAps, described above, and provide for greater system functionality and enhanced efficiencies.

RECOMMENDATION

Approve the proposed resolution.

City and County of San Francisco
Master Report

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 160956 **File Type:** Resolution **Status:** Pending Committee Action

Enacted: **Effective:**

Version: 1 **In Control:** Budget and Finance Committee

File Name: Agreement Amendment - JobAps, Inc. - Software Support Services - Not to Exceed $2,237,020 **Date Introduced:** 09/13/2016

Requester: Controller **Cost:** **Final Action:**

Comment: **Fiscal Impact; No Budget and Legislative Analyst Report**

Title: Resolution authorizing the Controller to enter into the tenth amendment of a software license and support agreement with JobAps, Inc., increasing the contract term of November 27, 2006, through November 26, 2016, by two years through November 26, 2018, and increasing the maximum expenditure by $612,350 to an amount not to exceed $2,237,020.

History of Legislative File 160956

Ver	Acting Body	Date	Action	Sent To	Due Date	Result
1	Clerk of the Board	09/02/2016	RECEIVED FROM DEPARTMENT			
1	President	09/13/2016	RECEIVED AND ASSIGNED	Budget and Finance Committee		

City and County of San Francisco
Office of Contract Administration
Purchasing Division

Tenth Amendment

THIS AMENDMENT (this "Amendment") is made as of November 27, 2016, in San Francisco, California, by and between JobAps, Inc. ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses;

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated November 27, 2006 between Contractor and City, as amended by the:

First Amendment,	dated January 20, 2009, and
Second Amendment,	dated December 1, 2009, and
Third Amendment,	dated January 3, 2011, and
Fourth Amendment,	dated August 1, 2011, and
Fifth Amendment,	dated January 1, 2012, and
Sixth Amendment,	dated August 7, 2012, and
Seventh Amendment,	dated January 1, 2013, and
Eight Amendment,	dated November 1, 2013, and
Ninth Amendment,	dated December 1, 2014.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

2a. Section 2. Section 2, Term of the Agreement of the Agreement currently reads as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to November 26, 2016.

Such section is hereby amended in its entirety to read as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to November 26, 2018.

2b. Section 5. Section 5, Compensation of the Agreement currently reads as follows:

Compensation in annual amounts may be made in advance of receiving services under this contract under Administrative Code Section 21.30(e) for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes is merited. In no event shall the amount of this Agreement exceed one million, six hundred twenty four thousand and six hundred and seventy dollars ($1,624,670). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges," B-2, "Additional Calculation of Charges," B-3 "Additional Calculation of Charges", B-4 "Additional Calculation of Charges", B-5, "Additional Calculation of Charges," B-6 "Additional Calculation of Charges," and B-7 "Additional Calculation of Charges", and B-8 "Additional Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A, Appendix A-1, Appendix A-2, Appendix A-3, Appendix A-4, and Appendix A-5. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

Such section is hereby amended in its entirety to read as follows:

Compensation in annual amounts may be made in advance of receiving services under this contract under Administrative Code Section 21.30(e) for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes is merited. In no event shall the amount of this Agreement exceed two million, two hundred thirty-seven thousand and

twenty dollars and no cents ($2,237,020.00). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges," B-2, "Additional Calculation of Charges," B-3 "Additional Calculation of Charges", B-4 "Additional Calculation of Charges", B-5, "Additional Calculation of Charges," B-6 "Additional Calculation of Charges," B-7 "Additional Calculation of Charges", B-8 "Additional Calculation of Charges" and B-9 "Additional Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

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In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A, Appendix A-1, Appendix A-2, Appendix A-3, Appendix A-4 and Appendix A-5. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

2c. Appendix B-9. Appendix B-9, Additional Calculation of Charges, is hereby added and incorporated to this Agreement as though fully set forth herein.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Todd Rydstrom
Deputy Controller
Office of the Controller

CONTRACTOR

JobAps, Inc.

Jenna Berg, Ph.D., CEO
1604 State Street
Santa Barbara, CA 93101

City vendor number: 69933

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Gustin R. Guibert
Deputy City Attorney

Approved:

_____
Jaci Fong
Director of the Office of Contract Administration, and Purchaser

Appendix B-9: Additional Calculation of Charges

APPENDIX B-9 ADDITIONAL CALCULATION OF CHARGES

In accordance with Section 5 of this Agreement, the Contractor's fees are detailed below. In no event shall the total costs under this Agreement exceed the not-to-exceed amount provided in Section 5 of this Agreement.

Payment for ongoing services pursuant to Appendix A, A-1, A-2, A-3, A-4, and A-5:

	Total Support Cost
Base Annual Fee November 27, 2016 - November 26, 2017	$252,000
Base Annual Fee November 27, 2017 - November 26, 2018	$264,600
Grand Total	**$516,600**

Annual Maintenance to Support Customizations

SOW #1 – PO DPRD13000128	$2,500
SOW #2 – PO DPRD13000129	$2,500
SOW #3 – PO DPRD13000139 – Integration/Requisition Modifications	$2,500
SOW #3 – PO DPRD13000139 – Requisition Positions Module	$7,500
SOW #4 – PO DPRD13000140	$2,500
SOW #5 – DPRD14000023	$2,500
2014 Request to Hire SOWs	$6,000
2015 Hired Interface SOW	$2,475
2015 FreeNames SOW	$6,250
2015 Request to Hire SOW	$1,250
2016 Additional Referral Questionnaire SOW	$5,000
2016 Application Redaction SOW	$2,700
2016 Referral Process Enhancements SOW	$4,200
Grand Total	**$47,875**

City and County of San Francisco
Office of Contract Administration
Purchasing Division

Ninth Amendment

THIS AMENDMENT (this "Amendment") is made as of December 1, 2014, in San Francisco, California, by and between JobAps, Inc. ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated November 27, 2006 between Contractor and City, as amended by the:

First Amendment,	dated January 20, 2009, and
Second Amendment,	dated December 1, 2009, and
Third Amendment,	dated January 3, 2011, and
Fourth Amendment,	dated August 1, 2011, and
Fifth Amendment,	dated January 1, 2012, and
Sixth Amendment,	dated August 7, 2012, and
Seventh Amendment,	dated January 1, 2013, and
Eight Amendment,	dated November 1, 2013.

1b. Contract Monitoring Division. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

2a. Section 2. Section 2, Term of the Agreement of the Agreement currently reads as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to December 31, 2014.

Such section is hereby amended in its entirety to read as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to November 26, 2016.

2b. Section 5. Section 5, Compensation of the Agreement currently reads as follows:

Compensation in annual amounts may be made in advance of receiving services under this contract under Administrative Code Section 21.30(e) for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes is merited. In no event shall the amount of this Agreement exceed one million, one hundred twenty-seven and eight hundred twenty-five dollars ($1,127,825). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges," B-2, "Additional Calculation of Charges," B-3 "Additional Calculation of Charges", B-4 "Additional Calculation of Charges", B-5, "Additional Calculation of Charges," B-6 "Additional Calculation of Charges," and B-7 "Additional Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A, Appendix A-1, Appendix A-2, Appendix A-3, Appendix A-4, and Appendix A-5. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

Such section is hereby amended in its entirety to read as follows:

Compensation in annual amounts may be made in advance of receiving services under this contract under Administrative Code Section 21.30(e) for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes is merited. In no event shall the amount of this Agreement exceed one million, six hundred twenty four thousand and six hundred and seventy dollars ($1,624,670). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges," B-2, "Additional Calculation of Charges," B-3 "Additional Calculation of Charges," B-4 "Additional Calculation of Charges", B-5, "Additional Calculation of Charges," B-6 "Additional Calculation of Charges," B-7 "Additional Calculation of Charges," and B-8 "Additional Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A, Appendix A-1, Appendix A-2, Appendix A-3, Appendix A-4, and Appendix A-5. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

2c. Appendix B-8. Appendix B-8, "Additional Calculation of Charges," is hereby added and incorporated to this Agreement as though fully set forth herein.

2d. Insurance. Section 15 is hereby replaced in its entirety to read as follows:

15. Insurance.

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence and $2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

4) Technology Errors and Omissions Liability coverage, with limits of $1,000,000 each occurrence and each loss, and $2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

(b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(c) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are

satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

2f. Replacing "Earned Income Credit (EIC) Forms" Section with "Consideration of Criminal History in Hiring and Employment Decisions" Section. Section 32 "Earned Income Credit (EIC) Forms" is hereby replaced in its entirety to read as follows:

32. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a

Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of $50 for a second violation and $100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Ben Rosenfield
Controller
Office of the Controller

CONTRACTOR

JobAps, Inc.

Jenna Berg, Ph.D., CEO
100 West Arrallaga St.
Santa Barbara, CA 93101

City vendor number: 69933

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Gustin R. Guibert
Deputy City Attorney

Approved:

FOR _____
Jaci Fong
Director of the Office of Contract Administration, and Purchaser

Appendix B-8: Additional Calculation of Charges

APPENDIX B-8 ADDITIONAL CALCULATION OF CHARGES

In accordance with Section 5 of this Agreement, the Contractor's fees are detailed below. In no event shall the total costs under this Agreement exceed the not to exceed amount provided in Section 5 of this Agreement.

Payment for ongoing services pursuant to Appendix A, A-1, A-2, A-3, A-4, and A-5:

	Total Support Cost
Base Annual Fee January 1, 2015 - December 31, 2015*	$227,777
Base Annual Fee January 1, 2016 - November 26, 2016**	$219,235
2013 SOW 1-5: Jan 1-Dec 31, 2015 Annual Maintenance	$ 20,000
2013 SOW 1-5: Jan 1-Nov 26, 2016 Annual Maintenance	$ 18,333
2014 SOWs for RTH: Jan 1-Dec 31, 2015 Annual Maintenance	$ 6,000
2014 SOWs for RTH: Jan 1-Nov 26, 2016 Annual Maintenance	$ 5,500
Grand Total	**$496,845**

* Includes One Year Subscription to JobAps Web Recruiter
**2015 Fee plus 5% increase times 11/12 year

Annual Maintenance to Support Customizations

SOW #1 – PO DPRD13000128	$2,500
SOW #2 – PO DPRD13000129	$2,500
SOW #3 – PO DPRD13000139 – Integration/Requisition Modifications	$2,500
SOW #3 - PO DPRD13000139 –Requisition Positions Module	$7,500
SOW #4 – PO DPRD13000140	$2,500
SOW #5 – DPRD14000023	$2,500
2014 Request to Hire SOWs	$6,000
Grand Total	**$26,000**

City and County of San Francisco
Office of Contract Administration
Purchasing Division

Eighth Amendment

THIS AMENDMENT (this "Amendment") is made as of November 1, 2013, in San Francisco, California, by and between JobAps, Inc. ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period and increase the contract amount;

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated November 27, 2006 between Contractor and City, as amended by the:

First Amendment,	dated January 20, 2009, and
Second Amendment,	dated December 1, 2009, and
Third Amendment,	dated January 3, 2011, and
Fourth Amendment,	dated August 1, 2011, and
Fifth Amendment,	dated January 1, 2012, and
Sixth Amendment,	dated August 7, 2012, and
Seventh Amendment	dated January 1, 2013.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

2a. Section 2. Section 2, Term of the Agreement, of the Agreement currently reads as follows:

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to December 31, 2013.

Such section is hereby amended in its entirety to read as follows:

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to December 31, 2014.

2b. **Section 5.** Section 5, Compensation of the Agreement currently reads as follows:

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed eight hundred ninety thousand, one hundred and three dollars ($890,103). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges," B-2, "Additional Calculation of Charges," B-3 "Additional Calculation of Charges", B-4 "Additional Calculation of Charges", B-5, "Additional Calculation of Charges," and B-6 "Additional Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A, Appendix A-1, Appendix A-2, Appendix A-3, Appendix A-4, and Appendix A-5. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

Such section is hereby amended in its entirety to read as follows:

Compensation in annual amounts may be made in advance of receiving services under this contract under Administrative Code Section 21.30(e) for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes is merited. In no event shall the amount of this Agreement exceed one million, one hundred twenty-seven and eight hundred twenty-five dollars ($1,127,825). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges," B-2, "Additional Calculation of Charges," B-3 "Additional Calculation of Charges", B-4 "Additional Calculation of Charges", B-5, "Additional Calculation of Charges," B-6 "Additional Calculation of Charges," and B-7 "Additional Calculation of Charges" attached

hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A, Appendix A-1, Appendix A-2, Appendix A-3, Appendix A-4, and Appendix A-5. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

2b. Appendix B-7. Appendix B-7, Additional Calculation of Charges, is hereby added and incorporated to this Agreement as though fully set forth herein.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after November 1, 2013.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Monique Zmuda
Deputy Controller
Office of the Controller

CONTRACTOR

JobAps, Inc.

Jenna Berg, Ph.D., CEO
100 West Arrallaga St.
Santa Barbara, CA 93101

City vendor number: 69933

Approved as to Form:

Dennis J. Herrera
City Attorney

By:
Rosa M. Sánchez
Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract Administration, and Purchaser

Appendices:
B-7 Additional Calculation of Charges

APPENDIX B-7 ADDITIONAL CALCULATION OF CHARGES

In accordance with Section 5 of this Agreement, the Contractor's fees are detailed below. In no event shall the total costs under this Agreement exceed the not to exceed amount provided in Section 5 of this Agreement.

Payment for ongoing services pursuant to Appendix A, A-1, A-2, A-3, A-4 and A-5:

	Total Support Cost
Base Annual Fee January 1, 2014 - December 31, 2014 $197,103 Fee for 2013 plus 7.5%	$211,886*
2013 SOW 1-5 Jan 1-Dec 31,2014 Annual Maintenance = $20,000	$20,000**
2013 SOW3-5 Aug 12, 2013 to Dec 31, 2013 = $15,000*142/365=$5,836	$5,836**
Grand Total	**$237,722**

***Volume increase met projections for 2013 at 260,000 applications**

Historic Application volumes for CCSF are:
2007 61,818
2008 83,773
2009 108,850
2010 100,194
2011 141,786
2012 203,298
2013 260,000 projection based on approx. 215,000 from 1/1/2013 to 10/1/2013

****2013 SOW Maintenance Detail: GoLive: August 12, 2013**

SOW#1 – PO: DPRD13000128
Annual Maintenance: $2,500 from Jan 1, 2014 to Dec 31, 2014

SOW#2 – PO: DPRD13000129
Annual Maintenance: $2,500 from Jan 1, 2014 to Dec 31, 2014

SOW#3 – DPRD13000139
Annual Maintenance For Integration/Requisition modifications: $2,500 starting at Golive
Annual Maintenance for Requisition Positions Module: $7,500 per year starting at Golive.

SOW#4 – DPRD13000140
Annual Maintenance: $2,500 starting at GoLive.

SOW#5 - DPRD14000023
Annual Maintenance: $2,500 starting at GoLive.

City and County of San Francisco
Office of Contract Administration
Purchasing Division

Seventh Amendment

THIS AMENDMENT (this "Amendment") is made as of January 1, 2013, in San Francisco, California, by and between JobAps, Inc. ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated November 27, 2006 between Contractor and City, as amended by the:

First Amendment,	dated January 20, 2009, and
Second Amendment,	dated December 1, 2009, and
Third Amendment,	dated January 3, 2011, and
Fourth Amendment,	dated August 1, 2011, and
Fifth Amendment,	dated January 1, 2012, and
Sixth Amendment,	dated August 7, 2012.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 2. Section 2, Term of the Agreement, of the Agreement currently reads as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to December 31, 2012. City shall have one option to extend, in its sole and absolute discretion, the term of this Agreement for a period of one years.

Such section is hereby amended in its entirety to read as follows:

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to December 31, 2013.

2b. Section 5. Section 5, Compensation of the Agreement currently reads as follows:

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed six hundred and forty-three thousand dollars and no cents ($693,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges," B-2, "Additional Calculation of Charges," B-3 "Additional Calculation of Charges", B-4 "Additional Calculation of Charges" and B-5, "Additional Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A, Appendix A-1, Appendix A-2, Appendix A-3, Appendix A-4, and Appendix A-5. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

Such section is hereby amended in its entirety to read as follows:

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed eight hundred ninety thousand, one hundred and three dollars ($890,103). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges," B-2, "Additional Calculation of Charges," B-3 "Additional Calculation of Charges", B-4 "Additional Calculation of Charges", B-5, "Additional Calculation of Charges," and B-6 "Additional Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A, Appendix A-1, Appendix A-2, Appendix A-3, Appendix A-4, and Appendix A-5. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

2b. Appendix B-6. Appendix B-6, Additional Calculation of Charges, is hereby added and incorporated to this Agreement as though fully set forth herein.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after January 1, 2013.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Monique Zmuda
Deputy Controller
Office of the Controller

CONTRACTOR

JobAps, Inc.

Jenna Berg, Ph.D., CEO
100 West Arrallaga St.
Santa Barbara, CA 93101

City vendor number: 69933

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
for Rosa M. Sánchez
Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract Administration, and Purchaser

RECEIVED
PURCHASING DEPARTMENT
13 JAN 28 PM 12:09

APPENDIX B-6 ADDITIONAL CALCULATION OF CHARGES

In accordance with Section 5 of this Agreement, the Contractor's fees are detailed below. In no event shall the total costs under this Agreement exceed the not to exceed amount provided in Section 5 of this Agreement.

Payment for ongoing services pursuant to Appendix A, A-1, A-2, A-3, A-4 and A-5:

	Total Support Cost
Annual Fee January 1, 2013 - December 31, 2013	$93,103
Volume Adjustment January 1, 2013 - December 31, 2013	$100,000
Maintenance for Deliverables 1 and 2 *Requisition Integration*	$4,000
Grand Total	**$197,103**

City and County of San Francisco
Office of Contract Administration
Purchasing Division

Sixth Amendment

THIS AMENDMENT (this "Amendment") is made as of August 7, 2012, in San Francisco, California, by and between JobAps, Inc. ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount;

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated November 27, 2006 between Contractor and City, as amended by the:

First Amendment, dated January 20, 2009, and
Second Amendment, dated December 1, 2009, and
Third Amendment, dated January 3, 2011, and
Fourth Amendment, dated August 1, 2011, and
Fifth Amendment, dated January 1, 2012.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

2a. Section 5. Section 5, Compensation of the Agreement currently reads as follows:

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed six hundred and forty-three thousand dollars and no cents ($643,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges," B-2, "Additional Calculation of Charges," B-3

"Additional Calculation of Charges", and B-4 "Additional Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A, Appendix A-1, Appendix A-2, Appendix A-3, Appendix A-4, and Appendix A-5. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

Such section is hereby amended in its entirety to read as follows:

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed six hundred and forty-three thousand dollars and no cents ($693,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges," B-2, "Additional Calculation of Charges," B-3 "Additional Calculation of Charges", B-4 "Additional Calculation of Charges" and B-5, "Additional Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A, Appendix A-1, Appendix A-2, Appendix A-3, Appendix A-4, and Appendix A-5. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

2b. Appendix B-5. Appendix B-5, Additional Calculation of Charges, is hereby added and incorporated to this Agreement as though fully set forth herein.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after August 2, 2012.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Monique Zmuda
Deputy Controller
Office of the Controller

CONTRACTOR

JobAps, Inc.

Jenna Berg, Ph.D., CEO
~~100 West Arrallaga St.~~ 1604 STATE ST
Santa Barbara, CA 93101

City vendor number: 69933

Approved as to Form:

Dennis J. Herrera
City Attorney

By:
Rosa M. Sánchez
Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract Administration, and Purchaser

APPENDIX B-5 ADDITIONAL CALCULATION OF CHARGES

In accordance with Section 5 of this Agreement, the Contractor's fees are detailed below. In no event shall the total costs under this Agreement exceed the not to exceed amount provided in Section 5 of this Agreement.

Payment for ongoing services pursuant to Appendix A, A-1, A-2, A-3, A-4 and A-5:

	Total Support Cost
January 1, 2012 - December 31, 2012	**$ 50,000**

Additional adjusted volume pricing for hosting, maintenance and professional services, which includes:

1. Physical Hardware to triple the current shared capacity allocated to CCSF including top-of-the-line web servers, database servers, SAN (Storage Area Network), Attached Storage, File Servers, DNS and Load balancing and other related servers
2. Allocation for increased bandwidth
3. Hardware and bandwidth allocation for replication site in Nevada Nap at a geographically distinct site
4. Human resources to manage all of the above hardware and associated software and all maintenance, back-up, replication, and hosting needs
5. JobAps Software Technical Support and Maintenance and ongoing enhancements to accommodate the increased load
6. Additional storage resources for managing all JobAps data including live data, audit data, uploaded attachments, back-up data and all code and other files

City and County of San Francisco
Office of Contract Administration
Purchasing Division

Fifth Amendment

THIS AMENDMENT (this "Amendment") is made as of **January 1, 2012**, in San Francisco, California, by and between **JobAps, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, and increase the contract amount;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4026-06/07** on **December 19, 2011**;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated **January 1, 2012** between Contractor and City, as amended by the:

First Amendment,	dated January 20, 2009, and
Second Amendment,	dated December 1, 2009, and
Third Amendment,	dated January 3, 2011, and
Fourth Amendment,	dated August 1, 2011.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 2. Section 2, Term of the Agreement, of the Agreement currently reads as follows:

Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to December 31, 2011. City shall have one option to extend, in its sole and absolute discretion, the term of this Agreement for a period of two years.

Such section is hereby amended in its entirety to read as follows:

Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to December 31, 2012. City shall have one option to extend, in its sole and absolute discretion, the term of this Agreement for a period of one years.

2b. Section 5. Section 5, Compensation of the Agreement currently reads as follows:

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed five hundred and forty-three thousand dollars and no cents ($543,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges," B-2, "Additional Calculation of Charges," and B-3 "Additional Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A, Appendix A-2, Appendix A-3, Appendix A-4, and Appendix A-5. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

Such section is hereby amended in its entirety to read as follows:

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed six hundred and forty-three thousand dollars and no cents ($643,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges," B-2, "Additional Calculation of Charges," B-3 "Additional Calculation of Charges", and B-4 "Additional Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve

Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A, Appendix A-1, Appendix A-2, Appendix A-3, Appendix A-4, and Appendix A-5. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

2c. Appendix B-4. Appendix B-4, Additional Calculation of Charges, is hereby added and incorporated to this Agreement as though fully set forth herein.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after January 1, 2012.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Ben Rosenfield
Controller
Office of the Controller

CONTRACTOR

JobAps, Inc

Jenna Berg, Ph.D., CEO
322 East ~~100 West~~ Arrellaga St.]
Santa Barbara, CA 93101

City vendor number: 69933
FEIN 77-0550009

Approved as to Form:

Dennis J. Herrera
City Attorney

By:
Rosa M. Sánchez
Deputy City Attorney

Approved:

for Naomi Kelly
Director of the Office of Contract Administration, and Purchaser

APPENDICES:

Appendix B-4: Additional Calculation of Charges

APPENDIX B-4 ADDITIONAL CALCULATION OF CHARGES

In accordance with Section 5 of this Agreement, the Contractor's fees are detailed below. In no event shall the total costs under this Agreement exceed the not to exceed amount provided in Section 5 of this Agreement.

Compensation under the Agreement shall be limited to the following:

Payment for ongoing services pursuant to Appendix A, A-1, A-2, A-3, A-4 and A-5:

	Total Support Cost
January 1, 2012 - December 31, 2012	**$ 93,103.00****
Additional Eligible List Imports requested by City eMerge Management (over the three imports already included in the above charges) will be billed by JobAps at the rate of $500 per import.*	
**The hosting, maintenance, and technical support fee for 2013 and beyond will be increased by a minimum of 7% per year based on volume and other considerations.	

Fourth Amendment

THIS AMENDMENT (this "Amendment") is made as of **August 1, 2011**, in San Francisco, California, by and between **[JobAps, Inc., 322 E. Arrellaga Street Santa Barbara, California 93101** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount and request additional software configuration;

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated November 27, 2006 between Contractor and City, as amended by the:

First amendment,	dated January 20, 2009, and
Second amendment,	dated December 1, 2009, and
Third amendment,	dated January 3, 2011.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

a. Section 4. Section 4, Services Contractor Agrees to Perform of the Agreement currently reads as follows:

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services to be Provided by the Contractor," and Appendix A-1 "Additional Description of Services to be Provided by Contractor", Appendix A-2 "Statement of Work for Additional Services", Appendix A-3 "Ongoing Services: Eligible List Import", and Appendix A-4 "Statement of Work for Additional Services" attached hereto and incorporated by reference as though fully set forth herein.

Such section is hereby amended in its entirety to read as follows:

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services to be Provided by the Contractor," and Appendix A-1 "Additional Description of Services to be Provided by Contractor", Appendix A-2 "Statement of Work for Additional Services", Appendix A-3 "Ongoing Services: Eligible List Import", Appendix A-4 "Statement of Work for Additional Services", and Appendix A-5 "Statement of Work for Additional Services" attached hereto and incorporated by reference as though fully set forth herein.

b. Section 5. Section 5, Compensation of the Agreement currently reads as follows:

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Human Resources Director, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed five hundred and thirteen thousand dollars and no cents ($513,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges,", and B-2, "Additional Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A and Appendix A-3. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

Such section is hereby amended in its entirety to read as follows:

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Controller, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed five hundred and forty-three thousand dollars and no cents ($543,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges," B-2, "Additional Calculation of Charges," and B-3 "Additional Calculation of Charges" attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A, Appendix A-2, Appendix A-3, Appendix A-4, and Appendix A-5. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **August 1, 2011.**

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Ben Rosenfield
Controller
Office of the Controller

CONTRACTOR

JobAps, Inc

7/22/11

Troy Wintersteen, Executive Vice President
322 E. Arrellaga St.
Santa Barbara, CA 93101

City vendor number: 69933
FEIN 77-0550009

Approved as to Form:

Dennis J. Herrera
City Attorney

By: V. Clayton
Vicki Clayton
Deputy City Attorney

Approved:

for Jaci Fong
Director of the Office of Contract Administration, and Purchaser

Appendix A-5

Statement of Work

For Additional Services

August 1, 2011

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Introduction

This Statement of Work (SOW) is made as of August 1, 2011, in San Francisco, California, by and between JobAps, Inc., 322 West Arrellaga Street, Santa Barbara, California 93101 ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration. The Contractor shall perform additional software configuration services, listed in Section 1 Requirements, to the licensed programs or to the City's Website.

Section 1 Requirements

The following table of requirements represents the additional services to be provided by Contractor under this SOW. Definitions for table are as follow:

- **SOW ID:** Represents unique identifiers for this SOW only.
- **Category:** Functional category for the requirement
- **Requirement Definition:** Description of the application requirement

SOW ID	Category	Requirement Definition
1	PeopleSoft Integration	Configure new custom integration to house special conditions sent from PeopleSoft.
2	PeopleSoft Integration	Re-configure existing Requisition integration to collect exempt vs. non-exempt positions (used as JobAps Requisitions in current and future version of this integration) and place on distinct JobAps Requisitions by Department, Job Code, and exempt status.
3	Security	Configure additional security rights in the existing JobAps security role system to control access to exempt and/or non-exempt positions.
4	PeopleSoft Integration	Configure an existing interface to migrate applicant detail data from JobAps to People Soft to complete hire offer process. Note this entails additional testing and migration of Requirement 16 of Appendix A-2

For additional clarity on how the above requirements will be fulfilled within the licensed programs or to the City's Website, see **ATTACHMENT A: Conceptual Design**.

Section 2 Deliverable Schedule

Items identified in **Section 1 Requirements** are grouped into a two deliverables. 'Deliverable' is defined as a package of work to be completed by Contractor. The table below outlines the required deliverables, including the Deliverable ID (DID), the Deliverable Definition, the applicable SOW ID's,

the Planned Delivery Date (for initial delivery to the Test Environment) and the Acceptance Criteria. The deliverable sequence and delivery dates are set forth in Section 3 Implementation Schedule.

Each deliverable will be accepted when the City Project Manager has reasonably determined that the deliverable complies with the mutually agreed upon Acceptance Criteria in this SOW, the terms of the Contractor Agreement, and is otherwise satisfactory in all material respects.

City shall create an acceptance test plan prior to the Planned Delivery Date for each Deliverable. The City will test the System with multiple scenarios to test that the functionality performs without error per the requirements listed in Section 1 Requirements and ATTACHMENT A: Conceptual Design. In the event that City determines that the System does not meet such requirements, the City shall notify Contractor in writing and Contractor shall modify or correct the System so that it satisfies the requirements. City will provide Contractor with written notice once Contractor satisfactorily completes Acceptance Testing.

Because the City requires this deliverable to be in place and tested in the Stage environment and actual production implementation will not occur until a later date with the live PeopleSoft implementation, acceptance for this deliverable shall be considered granted for the purposes of invoicing and payment upon the City's written notice of satisfactory completion of Acceptance Testing of the feature as deployed in the Stage environment and specified in Section 3 below.

JobAps agrees that after Acceptance Testing is complete and until final production acceptance occurs, it will address issues that arise within the scope of the stated requirements in a timely manner in order to facilitate the City's go-live schedule with PeopleSoft 9.

In the event that JobAps provides a Deliverable prior to the planned delivery date, the City shall use its best efforts to accelerate acceptance testing and City Project Manager's compliance determination accordingly.

The schedule for all items marked 'TBD' is To Be Determined based on the City's needs and progress on the PeopleSoft 9 implementation go-live. The City will require **ten (10) business days** to validate the functionality after delivery to Production. JobAps agrees to cooperate with the City in good faith on the timing of these items.

DID	Deliverable Title	SOW ID	Planned Delivery Date	Acceptance Criteria
100	Deliverable 1	1,2,3	08/01/2011	• All related requirements (SOW IDs) completed, made available in the hosted Test/Stage environment and operating without error per definitions in Section 1 Requirements and design in ATTACHMENT A: Conceptual Design. • Testing and approval of all associated requirements completed by City project resources

200	Deliverable 2	1,2,3,4	TBD	• All related requirements (SOW IDs) completed, made available in the hosted Production environment and operating without error per definitions in Section 1 Requirements and design in ATTACHMENT A: Conceptual Design. • Testing and approval of all associated requirements completed by City project resources

Section 3 Implementation Schedule

Listed below is a high-level schedule for delivery, review and approval of the scope associated with this SOW. The planned start and finish dates set forth below may vary somewhat from the actual start and finish dates, as they are dependent on the execution of this Agreement. However, the contractor agrees they will begin work no later than **ten (10) business days** after execution. In the event there are significant changes to the delivery durations for each deliverable, a contract modification will be required pursuant to section 48 of the Agreement.

The schedule for all items marked 'TBD' is To Be Determined based on the City's needs and progress on the PeopleSoft 9 implementation go-live. The City will require **ten (10) business days** to validate the functionality after delivery to Production. JobAps agrees to cooperate with the City in good faith on the timing of these items.

Reasonable adjustments to this schedule may be made upon mutual agreement by the parties.

DID	Deliverable Definition	Task	Responsible	Planned Start Date	Planned Finish Date
100	**Deliverable 1**				
		Initial Delivery to Test Environment	**Contractor**	**08/01/11**	**08/01/11**
		Acceptance Testing	City / Contractor	08/01/11	08/19/2011
		Approve Acceptance Testing	City	08/19/2011	08/19/2011
200	**Deliverable 2**	**Delivery to Production**	**Contractor**	**TBD**	**TBD**
		Production Validation	City / Contractor	TBD	TBD
		Final Deliverable Approval	**City**	**TBD**	**TBD**

Section 4 Change Requests

A Change Request is the process by which requests for modifications to the established scope, schedule, or cost are controlled and managed. Significant changes to the scope (or Acceptance Criteria) of deliverables, and addition of new deliverables, is likely to result in a Change Request. If Change Requests are not authorized, Contractor will not perform additional work beyond this SOW.

Change Requests may be initiated by the City Project Manager or Contractor may submit change requests to the City Project Manager for review and possible issuance. Within 10 days following the City's request, Contractor will prepare a recommendation for each change request and present it for City approval via a Change Request Form (see attachment B).

Approved Change Requests that require change to either the existing terms of the Agreement or modification of the not to exceed amount of the Agreement will take effect only after modification pursuant to section 48 of the Agreement.

For approved change requests, the Change Request Form will be appended to this SOW.

ATTACHMENT A: Conceptual Design

The below requirement designs were initially provided by the City and subsequently discussed and updated with feedback from Contractor. The noted designs will be used for City sign-off and acceptance of each requirement and deliverable.

1. Configure new custom integration to house special conditions sent from PeopleSoft.

Location of functionality: There is no user interface impact related to this item. The Special Conditions table and integration will be housed on JobAps hosting servers in the City's private database.

Expected Result: The JobAps Special Conditions table will be housed on JobAps hosting servers in the City's private database for future use.

Proposed Design: The City will transfer Special Condition data to JobAps Servers via existing FTP processes on a schedule determined by the parties. JobAps will configure a new database table and SQL Server Integration package to look for new Special Condition files on a regular schedule and load them into the table. The structure of the files transferred shall be as follows:

XML Format:

```
<root>
  <SPCOND>
    <SPITEM></SPITEM>
    <SPDESCR></SPDESCR>
  </SPCOND>
</root>
```

2. Re-configure existing Requisition integration to collect exempt vs. non-exempt positions (used as JobAps Requisitions in current and future version of this integration) and place on distinct JobAps Requisitions by Department, Job Code, and exempt status.

Location of functionality: There is no user interface impact related to this item. The Requisition tables and integration are housed on JobAps hosting servers in the City's private database.

Expected Result: The re-configured JobAps Requisition tables and associated integration will be operational in JobAps. Exempt vs. non-exempt values will be stored and visible on the JobAps Requisition user interface for each imported/updated Requisition in the field labeled 'Type of Certification or Recruitment'. The City will define the values to be used in this field via the JobAps Custom Data user interface, and exempt vs. non-exempt values in the inbound file for integration shall match those codes.

Proposed Design:

New File Structure (CSV Format):

DeptID
Position#
SEQ
Special Conditions
Class Code
Schedule
Status
Type of Cert
Head Count
Approval Date

PSReqIntUpdt New File Structure (CSV Format):

DeptID
Position#
Job Code
Schedule
Status

3. Configure additional security rights in the existing JobAps security role system to control access to exempt and/or non-exempt positions.

Location of functionality: 1) Security settings: JobAps Admin Suite, Admin tab, Security Sub-tab, Reqs section for each security role; 2) Security setting effects: JobAps Admin Suite, Requisition form accessed from several points in the user interface.

Expected Results: If a user does not have access to view Requisitions for a Type of Certification or Recruitment, the user interface will prevent them from doing so.

Proposed Design: The City shall define a subset of the "Type of Certification or Recruitment" codes in its JobAps Custom Data set that are designated as 'Exempt'. New security rights in the described location will determine whether users in a given role can view Requisitions for which any of the following "Type of Certification" codes is designated:

P	Permanent
PE	Permanent Exempt
PV	Provisional
T	Temporary
TE	Temporary Exempt

4. Configure an existing interface to migrate applicant detail data from JobAps to People Soft to complete hire offer process.

Location of functionality: This is behind the scenes functionality that runs as a web service. There is nothing visible in the user interface for this requirement

Expected Result: JobAps will provide a web service that City will subscribe to for the collection of new hire data from JobAps. City will then use the data collected to update its PeopleSoft system.

Explanation: City wants to move hired applicant data into PeopleSoft system to eliminate data entry.

Proposed Design: The JobAps WebService will transfer data to City via XML SOAP messages. Applicant data will be queried from JobAps and transported to the City and County of San Francisco PeopleSoft system. The data that will be transported be from the from the Applicant Profile, Application, ApReview, Job, Requisition, Referral, Vacancy, and CertActionHistory tables in the JobAps system, and will result in one output row per hire. In order for Requisition, Referral and Vacancy data to be available for a new hire, the 'Hired?' field on the Hire Detail form from the referral must be set to 'Yes'. The data elements to be transported to the City are as follows:

Field from JobAps (RC0003)	Comments
First Name	Profile
Last Name	Profile
Middle Initial	Profile
Mailing Address	Profile
City	Profile
State	Profile
Zip code	Profile
Country	Profile
SSN	Profile
EmplID	The City will create an EmplID field on ApReviewCustom; subsequent configurations may allow collection of this field in the online application and Aps>Add/Edit page, in which case JobAps agrees to substitute that new field for this in the output file at no additional charge.
Ethnic Group	Profile
Gender	Profile
Home Phone	Profile
Cell Phone	Profile
Email address	Profile
Disposition	ApReview
Hire Date	ApReview
Hire Department	ApReview
RecruitNum2	ApReview
RecruitNum3	ApReview
Certification Date	Ref (Referral)
Rank	ApReview
Appointment Type	Existing custom field on the ApReview record.

Position #	The City currently has a Position # field on ApReviewCustom; subsequent configurations may allow collection of this field in the Requisition>Vacancy Details page and associated with a hired applicant in the Hire Details page, in which case JobAps agrees to substitute that new field for this in the output file at no additional charge.
Driver License State	ApTotal
Driver's License number	ApTotal
Driver's License expiration date	ApTotal
Following fields are Action Taken items and Action Date. Assumptions relevant to these fields are: 1) For those Cert Action Codes that are to be retrieved by the web service for any hired applicant, if a given Cert Action Code has been saved/stored for that person more than once, only the most recent date associated with that code will be retrieved. 2) All hires will be processed using the existing JobAps Referral Report Hire Details functionality once this deliverable item is placed in production. 3) If an applicant is hired into multiple positions from more than one list, then the web service will return a complete row of information for each hired record. 4) If the code does not exist in RefList.ActionTaken or CertActionHistory.ActionTaken, then the associated date value will be blank in the output.	
Conviction Date	Action taken of CH want the date associated with it.
Previous Employment Date	Action taken of PE. Want the date associated with it.
Education/Certification/Training	Action taken of ECT. Want the date associated with it.
Restriction Register	Action of RR. Want the date associated with it.
Finger Print date	Action taken of FP. Want the date associated with it.
Additional Background	Action taken of AB. Want the date associated with it.
Medical Date	Action taken of MD. Want the date associated with it.

For any data fields which are empty or blank in a retrieved record, the resulting output will also be empty.

ATTACHMENT B: Change Request Form

Change Request Form

Date Requested: _____ Change Control #: _____

Requested by: _____

Description of Change:

Reason for Change:

Change Request Analysis (by JobAps):

Conducted by: _____

Schedule Impact (days): _____ Budget Impact ($): _____

Date Completed: _____

Recommendation:

Resolution & Approvals:

City:		*JobAps:*	
☐	Approved	☐	Approved
☐	Rejected	☐	Rejected
Signature:	_____	Signature:	_____
Name/Title:	_____	Name/Title:	_____
Date:	_____	Date:	_____

Reason for Rejection, if Applicable:

_____

APPENDIX B-3 ADDITIONAL CALCULATION OF CHARGES

In accordance with Section 5 of this Agreement, the Contractor's fees are detailed below. In no event shall the total costs under this Agreement exceed the not to exceed amount provided in Section 5 of this Agreement.

Compensation under the Agreement shall be limited to the following:

A) Payment for additional work required pursuant to Appendix A-5
Consultant may only invoice City for Work after City's Acceptance of the Work as described in Appendix A-5, Acceptance Criteria.

DID	Deliverable Definition	Payment Amount
100	Deliverable 1	$18,750
200	Deliverable 2	$6,250
	TOTAL	**$25,000**

B) Payment for ongoing services pursuant to Appendix A, A-1, A-2, A-3, A-4 and A-5:

	Total Support Cost
January 1, 2011 - December 31, 2011	$ 77,666.00
Additional Eligible List Imports requested by City eMerge Management (over the three imports already included in the above charges) will be billed by JobAps at the rate of $500 per import. No additional charges for on-going services will be required for Appendix A-5 during the current contract term ending on December 31, 2011. Upon contract renewal, ongoing services for functionality acquired through Appendix A-5 will initially be offered at $10,000 a year.	

City and County of San Francisco
Office of Contract Administration
Purchasing Division

Third Amendment

THIS AMENDMENT (this "Amendment") is made as of January 3, 2011 in San Francisco, California, by and between **JobAps, Inc., 100 West Arrellaga Street Santa Barbara, California 93101** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount and request additional software configuration;

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

a. **Agreement.** The term "Agreement" shall mean the Agreement dated November 27, 2006 between Contractor and City, as amended by the:

First amendment,	dated January 20, 2009, and
Second amendment,	dated December 1, 2009.

b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

a. **Section 4. Section 4.** Section 4, Services Contractor Agrees to Perform, of the Agreement currently reads as follows:

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services to be Provided by the Contractor," and Appendix A-1 "Additional Description of Services to be Provided by Contractor" and Appendix A-2 "Statement of Work for Additional Services", and Appendix A-3 "Ongoing Services: Eligible List Import" attached hereto and incorporated by reference as though fully set forth herein.

Such section is hereby amended in its entirety to read as follows:

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services to be Provided by the Contractor," and Appendix A-1 "Additional Description of Services to be Provided by Contractor", Appendix A-2 "Statement of Work for Additional Services", Appendix A-3 "Ongoing Services: Eligible List Import", and Appendix A-4 "Statement of Work for Additional Services" attached hereto and incorporated by reference as though fully set forth herein.

c. b. **Section 5.** Section 5, Compensation, of the Agreement currently reads as follows:

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Human Resources Director, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed four hundred and eighty five thousand dollars and no cents ($485,000.00). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges" and B-1, "Additional Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A and Appendix A-3. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

Such section is hereby amended in its entirety to read as follows:

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Human Resources Director, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed five hundred and thirteen thousand dollars and no cents ($513,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," B-1, "Additional Calculation of Charges,", and B-2, "Additional Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may

withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A and Appendix A-3. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

2c. Submitting False Claims; Monetary Penalties. Section [insert paragraph number] is hereby replaced in its entirety to read as follows:

_____ Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.municode.com/Library/clientCodePage.aspx?clientID=4201. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

2d Requiring Minimum Compensation for Covered Employees. Section [insert paragraph number] is hereby replaced in its entirety to read as follows:

___ Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at

www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of

these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed $25,000 in the fiscal year.

2e Requiring Health Benefits for Covered Employees. Section [insert paragraph number] is hereby replaced in its entirety to read as follows:

____ **Requiring Health Benefits for Covered Employees.**

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

l. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the

cumulative amount of agreements between Contractor and the City to be equal to or greater than $75,000 in the fiscal year.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after January 3, 2011.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Ben Rosenfield
Controller
Office of the Controller

CONTRACTOR

JobAps, Inc.

Jenna Berg, Ph.D., CEO
100 West Arrallaga St.
Santa Barbara, CA 93101

City vendor number: 69933
FEIN 77-0550009

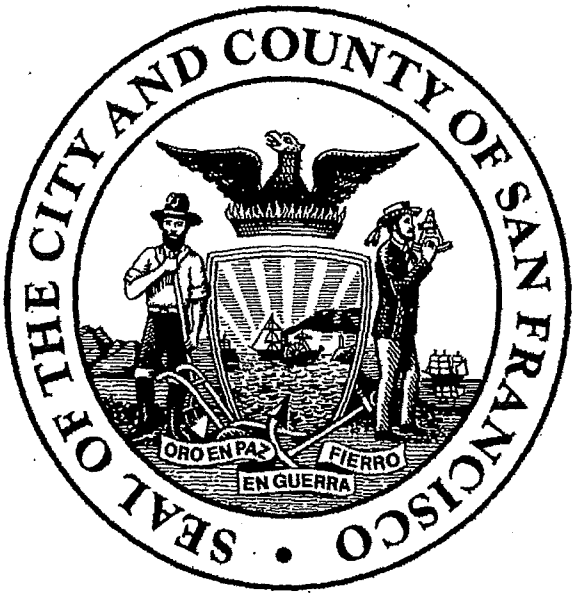
Approved as to Form:

Dennis J. Herrera
City Attorney

By: V. Clayton
~~Rosa Sanchez~~ V. CLAYTON
Deputy City Attorney

Approved:

for Naomi Kelly
Director of the Office of Contract Administration, and Purchaser



Appendix A-4

Statement of Work

For Additional Services

January 03, 2011

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Introduction

This Statement of Work (SOW) is made as of January 3, 2010, in San Francisco, California, by and between JobAps, Inc., 100 West Arrellaga Street, Santa Barbara, California 93101 ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration. The Contractor shall provide additional software modules (Score Profile Module and Pre-slugged Answer Sheet) that provide test scoring features and functionality, listed in Section 1 Requirements below, that are currently not available in the JobAps system currently used by the City.

Section 1 Requirements

The following table of requirements represents the additional services to be provided by Contractor under this SOW. Definitions for table are as follow:

- **SOW ID:** Represents unique identifiers for this SOW only.
- **Category:** Functional category for the requirement
- **Requirement Definition:** Description of the application requirement
- **Recurring Annual Cost:** Requirement-level ongoing cost provided by Contractor

SOW ID	Category	Requirement Definition	Recurring Annual Cost
1	Exams	Ability to establish a "Test ID" for any examination row with a base Exam Type of 'W' or 'O' (i.e., written, oral, performance, etc.) and for any subtest, module, or test component which is defined in the test design and contributes to a candidate's test score.	$0
2	Exams	Ability to link an applicant to a given Test ID.	$0
3	Exams	Ability to automatically search for applicants who have valid (i.e., unexpired) scores involving a particular Test ID, carry those valid Test ID scores to a new announcement for which those same applicants have applied, compare it to a passing point, and send applicants the appropriate pass/fail notification. This must be a whole test; e.g. the described score replacement functionality is available for overall tests associated with an Exam Row and not for subtests within an Exam Row.	$0
4	Exams	Ability to report those applicants with valid (unexpired) and/or invalid (expired) scores associated with a given Test ID who have applied for a particular announcement.	$0
5	Exams	Ability to automatically exclude from examination scheduling those applicants with prior, valid test	$0

SOW ID	Category	Requirement Definition	Recurring Annual Cost
		scores involving the same Test ID and automatically notify them that their scores will be automatically applied to the new announcement.	
6	Exams	The ability to search across all Recruitment IDs and identify whenever an eligible applicant for a new announcement (by matching applicant IDs) has previously received a particular Test ID score, as a result of prior filings, that is valid (i.e., unexpired) but older than "x" number of days, in order to send customized notices to those applicants who have the option to retest with respect to the current announcement.	$0
7	Exams	Ability find, view, update, override or change an applicant's profile score, including a score that has been automatically loaded from a prior announcement.	$0
8	Exams	Ability to turn on/off this automatic search and loading of scores	$0
9	Exams	Ability to create a report that identifies all applicants who have been processed via a given Test ID across one or more announcements, as well as additional information relating to the applicant and Test ID.	$0
10	Exams	Ability to restrict access to the Score Profile functions (described above) based on user-defined roles.	$0
11	Exams	Ability to print test answer sheets that have applicant and test identification fields pre-populated to avoid the time-consuming process of correcting errors committed by test-takers when they complete fields on the forms.	$0
12	Exams	Ongoing annual hosting, maintenance and support for the Score Profile Module	$12,000
13	Exams	Ongoing annual hosting, maintenance and support for the Pre-slugging of Answer Sheets feature	$1,000

For additional clarity on how the above requirements will be fulfilled within the licensed programs or to the City's Website, see **ATTACHMENT A: Conceptual Design**.

Section 2 Deliverable Schedule

Items identified in **Section 1 Requirements** are grouped into specific deliverables. Deliverables are defined as packages of work to be completed by Contractor. The table below outlines the required deliverables, including the Deliverable ID (DID), the Deliverable Title, the applicable SOW ID's, the Planned Delivery Date and the Acceptance Criteria. The deliverable sequence and delivery dates are set forth in Section 3 Implementation Schedule.

Each deliverable will be accepted when the City Project Manager has reasonably determined that the deliverable complies with the mutually agreed upon Acceptance Criteria in this SOW, the terms of the Contractor Agreement, and is otherwise satisfactory in all material respects.

The City shall create an acceptance test plan prior to the Planned Delivery Date for each Deliverable. The City will test JobAps' Score Profile and Pre-slug Modules with multiple scenarios to test that the functionality performs without error per the requirements listed in Section 1 Requirements and ATTACHMENT A: Conceptual Design. In the event that City determines that the JobAps' Score Profile and Pre-slug Modules do not meet such requirements, the City shall notify Contractor in writing and Contractor shall modify or correct the System so that it satisfies the requirements. City will provide Contractor with written notice once Contractor satisfactorily completes Acceptance Testing.

In the event that JobAps provides a Deliverable prior to the planned delivery date, the City shall use its best efforts to accelerate acceptance testing and City Project Manager's compliance determination accordingly.

DID	Deliverable Title	SOW ID	Planned Delivery Date	Acceptance Criteria
100	Deliverable 1	1a	01/10/2011	• All related requirements (SOW IDs) completed, made available in the hosted environments and operating without error per definitions in Section 1 Requirements and design in ATTACHMENT A: Conceptual Design. • Testing and approval of all associated requirements completed by City project resources

200	Deliverable 2	1b,2,3,4,5, 6,7,8,9,10, 11	03/23/2011	• All related requirements (SOW IDs) completed, made available in the hosted environments and operating without error per definitions in Section 1 Requirements and design in ATTACHMENT A: Conceptual Design. • Testing and approval of all associated requirements completed by City project resources

Section 3 Implementation Schedule

Listed below is a high-level schedule for delivery, review and approval of the scope associated with this SOW. The planned start and finish dates set forth below may vary somewhat from the actual start and finish dates, as they are dependent on the execution of this Agreement. However, the contractor agrees they will begin work no later than **ten (10) business days** after execution. In the event there are significant changes to the delivery durations for each deliverable, a contract modification will be required pursuant to section 48 of the Agreement.

Reasonable adjustments to this schedule may be made upon mutual agreement by the parties.

DID	Deliverable Definition	Task	Responsible	Planned Start Date	Planned Finish Date
100	**Deliverable 1**				
		Initial Delivery to Test Environment	**Contractor**	01/03/2011	01/03/2011
		Acceptance Testing	City	01/03/2011	01/04/2011
		Modify or Correct System (as needed)	Contractor	01/04/2011	01/05/2011
		Approval for Production	City	01/06/2011	01/06/2011
		Delivery to Production	**Contractor**	01/06/2011	01/06/2011
		Production Validation	City	01/07/2011	01/07/2011
		Fixes / Updates (as needed)	Contractor	01/07/2011	01/07/2011
		Final Deliverable Approval	**City**	01/10/2011	01/10/2011
200	**Deliverable 2**				
		Initial Delivery to Test Environment	**Contractor**	01/24/2011	01/24/2011
		Acceptance Testing	City	01/24/2011	02/09/2011
		Modify or Correct System (as needed)	Contractor	02/09/2011	02/23/2011
		Approval for Production	City	02/24/2011	02/24/2011
		Delivery to Production	**Contractor**	02/25/2011	02/25/2011
		Production Validation	City	02/25/2011	03/11/2011
		Fixes / Updates (as needed)	Contractor	03/11/2011	03/23/2011
		Final Deliverable Approval	**City**	03/23/2011	03/23/2011

Within the prior Appendix A-2 Statement of Work dated December 1, 2009, the City and Contractor have not completed Deliverable 3. JobAps and the City will prioritize the completion of said Deliverable 3 before Acceptance of Deliverable 2, A-4.

Section 4 Change Requests

A Change Request is the process by which requests for modifications to the established scope, schedule, or cost are controlled and managed. Significant changes to the scope (or Acceptance Criteria) of deliverables, and addition of new deliverables, is likely to result in a Change Request. If Change Requests are not authorized, Contractor will not perform additional work beyond this SOW.

Change Requests may be initiated by the City Project Manager or Contractor may submit change requests to the City Project Manager for review and possible issuance. Within 10 days following the City's request, Contractor will prepare a recommendation for each change request and present it for City approval via a Change Request Form (see attachment B).

Approved Change Requests that require change to either the existing terms of the Agreement or modification of the not to exceed amount of the Agreement will take effect only after modification pursuant to section 48 of the Agreement.

For approved change requests, the Change Request Form will be appended to this SOW.

ATTACHMENT A: Conceptual Design

The below requirement designs were initially provided by the City and subsequently discussed and updated with feedback from Contractor. The noted designs will be used for City sign-off and acceptance of each requirement and deliverable.

1a. Ability to establish a "Test ID" for any examination row with a base Exam Type of 'W' (i.e. scanned written).

1b. Ability to establish a "Test ID" for any examination row with a base Exam Type of 'O' (i.e. oral, performance, etc.) and for any module, or test component which is defined in the test design and contributes to a candidate's test score.

Location of functionality: Exams tab, Design page to establish Test IDs; Exams tab, Plan page to assign a Test ID to any Examination row.

Expected Result: As part of the Score Profile Module, a "Test ID" can be assigned for any examination row of the aforemention type under the EXAM TAB, Plan page within JobAps.

Explanation: CCSF's current JobAps system includes the ability for users to create Test records with a Test ID to track responses and scores for scanned written exams, and to assign Test IDs for those records to Scanned Written exam rows (base type 'W'). The Profile Scores module expands this functionality to allow the Test to be linked to Exam Rows with a Base Type of 'O' – typically Oral Interviews or other manually entered/imported exams.

2. Ability to link an applicant to a given Test ID.

Location of functionality: Exams tab, Plan page; Aps tab, Profile page

Expected Result: To be able to identify and link any applicant who has a test score for a particular examination with a specific Test ID, regardless of the Exam Plan or announcement/recruitment for which particular examination was used.

Explanation: The JobAps Profile Module will store a new record for a test candidate every time a score associated with Test ID is delivered. That is, these stored applicant test results will be available for re-use for future announcements that are processed using the same Test ID. This will be true even if a candidate receives two or more different scores under a given Test ID by virtue of taking a particular exam multiple times. With the new Profile Scores Module, JobAps will automatically create "Profile Score" records (Overall Written or Oral Exams only, NOT individual subtest/dimension/rater scores) for scores generated from any Exam Plan row as a result of scanning answer sheets, uploading scores, or manually entering scores.

3. Ability to automatically search for applicants who have valid (i.e., unexpired) scores involving a particular Test ID, carry those valid Test ID scores to a new announcement for which those same applicants have applied, compare it a passing point, and send the appropriate pass/fail notification.

Location of functionality: Exams tab, Score page

Expected Result: The search results will be used to automatically carry, copy, or load the most recent test score (with the matching Test ID) into the scoring results of the new announcement for which the eligible applicant has filed, provided that score has not expired based on its creation date and a "Days Valid" setting in the Profile

Score. The search also will only apply to those eligible applicants for the new announcement who have reached a status in the new announcement where they are in the starting disposition for any Exam Row. All of the score replacement functions will be executed whenever 'Update Dispositions' is run for the Exam. For score replacement, JobAps will only use the most recent score from a candidate with the given Test ID.
Explanation: The system will automatically search across all "Profile Scores" (score records tied to Test IDs) and identify when an eligible applicant for a new announcement (by matching applicant IDs), has previously received a test score, as a result of prior filings, on a particular examination that has been identified via a unique Test ID. The purpose of this search is to automatically carry, copy, or load the most recent test score (with the matching Test ID) into the scoring results of the new announcement for which the eligible applicant has filed, provided that score is no older than "x" days. [For example, it may be established that scores will remain valid for 360 days, and therefore scores older than 360 days would not be loaded.] The score that is carried forward to the new announcement will be compared to the passing point established for the Test ID used in that announcement, and appropriate pass/fail notifications are sent. All of this functionality occurs automatically by virtue of the users clicking 'Update Dispositions' on the appropriate Exam row.

4. Ability to report those applicants with valid (unexpired) and/or invalid (expired) scores associated with a given Test ID who have applied for a particular announcement.

Location of functionality: Reports tab, Tests page

Explanation: The system should be able to provide a count of applicants who have valid "Profile Scores" that will be applied on any Exam Row, and there should be an ability to report those applicants.

5. Ability to automatically exclude from examination scheduling those applicants with prior, valid test scores involving the same Test ID and automatically notify them that their scores will be automatically applied to the new announcement.

Location of functionality: Exams tab, Score page

Expected Result: Applicants can be automatically notified that their prior scores are being automatically applied through the normal score row processing and notification system. To do this users will set up special notices, and set the 'No Show' Disposition to the starting Disposition for the same row, on the Dispositions and Notices link for that row for the 'Update Dispositions' pass used to send applicants with prior scores through.

Explanation: Users will use "Update Dispositions" on an exam row prior to scheduling in order to have the system automatically identify and process applicants who have passed/failed based on a Profile Score, which will remove them from the scheduling queue and set them to the appropriate disposition for that result. By setting the 'No Show' Disposition to the starting Disposition for the same row (typically 'SW'), applicants who are at the starting Disposition for the row but have not been scheduled will automatically stay at the starting Disposition based on this 'Update Dispositions' pass. [After this pass, users will need to reset the No Show Disposition and either reset the notice to the standard one used for that exam row to process normally scheduled applicants who did not have prior scores or develop a generic notice containing language to cover both cases.]

6. The ability to search across all Recruitment IDs and identify whenever an eligible applicant for a new announcement (by matching applicant IDs) has previously received a particular Test ID score, as a result of prior filings, that is valid (i.e., unexpired) but older than "x" number of days, in order to send customized notices to those applicants who have the option to retest with respect to the current announcement.

Expected Result: This functionality is implemented using existing filtering functionality on the Aps tab and the Aps>Summary>Send Notices option. After applicants with Profile Scores have been set up with the appropriate starting disposition in the Exam Row, users will, in the Aps tab, filter applicants based on the Recruitment #, Date Applied greater than the last written process date (i.e., the "Score Date", which can be edited if needed, that the system automatically set when the applicant's most recent Profile Score was posted in the system; please note: The "Test Date" or "Score Date" from the individual exam rows or the Profile Scores is not available for filtering

on the Aps tab), and the 'Has Prior Score' and 'Re-Test Eligible' checkboxes. The user can then send custom notices notifying applicants of their right to retest using the standard Aps>Summary>Send Notices function. For those applicants that respond timely, users will manually set their disposition to the starting disposition for that exam row, then schedule and process them normally.

Explanation: The system also should be able to search across all Recruitment IDs and identify whenever an eligible applicant for a new announcement (by matching applicant IDs) who is at the starting Disposition for an exam row and who has previously received a particular Test ID score that is linked to that exam row, as a result of prior filings, that is older than "x" number of days, in order to automatically notify those applicants that they have the option to retest in response to the current announcement. [There should be a screen that displays the search results.] The system will include a filter setting for 'Re-test Eligible' that compares the current date with the date of the Profile Score + a 'Days to ReTest' value associated with the score.

7. Ability find, view, update, override or change an applicant's profile score, including a score that has been automatically loaded from a prior announcement.

Location of functionality: Exams tab, Score page; Aps tab, Profile page

Expected Result: Users can override or change a score that has been automatically loaded from a prior announcement by resetting their Disposition to the starting Disposition for the Exam Row, then scheduling and processing them normally (scan/enter scores). Users can also manually enter and update Profiles from the Aps>Profiles module.

8. Ability to turn on/off this automatic search and loading of scores

Location of functionality: Exams tab, Plan page; Aps tab, Profile page

Expected Result: The reloading of Profile Scores will occur automatically by default for all exams Users must have the option of turning this automatic search and loading of scores off.

Explanation: Users can prevent processing of Profile Scores by not using a Test Link (Test ID) for any 'O' base type exam row, by creating an alternate Test ID, linking the new ID to any Scanned Written Test row and scanning new answersheets for that alternate Test ID, or by resetting the Disposition for an applicant to the starting Disposition for a row, scheduling them, and scanning/entering new scores for that Announcement.

9. Ability to create a report that identifies all applicants who have been processed via a given Test ID across one or more announcements, as well as additional information relating to the applicant and Test ID.

Location of functionality: Reports tab, Tests page

Expected Result: Using Custom View Reports in JobAps, report can include applicant names, applicant IDs, the announcement ID(s), the announcement date(s), corresponding score(s), and test date(s). Reports can be exported to and manipulated in Excel.

10. Ability to restrict access to the Score Profile functions (described above) based on user-defined roles.

Location of functionality: Admin tab, Security page

Expectation: Users for whom the security role does not grant access to the Profile module cannot view and update Profile Scores [Note: To prevent users from applying profile scores in the exam plan, they would have to be restricted from the Exams tab, Score page processing in general.]

Explanation: The JobAps Profile Scores module includes a variety of user access restrictions relevant to the new toolset.

11. Ability to print test answer sheets that have applicant and test identification fields pre-populated to significantly reduce the time spent to correct errors committed by test-takers when they complete fields on the forms.

Expected Result: Data from applicant records and exam definition records will be captured in the exam answer sheet print file, and an individual answer sheet for each scheduled test-taker will be pre-printed with EasyID, Name, Test ID/Exam Code and Test Date fields completed. The answer sheets will be printer-ready, and will be readable by JobAps written exam scanning and scoring technology.

ATTACHMENT B: Change Request Form

Change Request Form

Date Requested: _____ Change Control #: _____

Requested by: _____

Description of Change:

Reason for Change:

Change Request Analysis (by JobAps):

Conducted by: _____

Schedule Impact (days): _____ Budget Impact ($): _____

Date Completed: _____

Recommendation:

Resolution & Approvals:

City: ☐ Approved ☐ Rejected

JobAps: ☐ Approved ☐ Rejected

Signature: _____ Signature: _____

Name/Title: _____ Name/Title: _____

Date: _____ Date: _____

Reason for Rejection, if Applicable:

_____

APPENDIX B-2 ADDITIONAL CALCULATION OF CHARGES

In accordance with Section 5 of this Agreement, the Contractor's fees are detailed below. In no event shall the total costs under this Agreement exceed the not to exceed amount provided in Section 5 of this Agreement.

Compensation under the Agreement shall be limited to the following:

A) Payment for additional work required pursuant to Appendix A-4
Consultant may only invoice City for Work after City's Acceptance of the Work as described in Appendix A-4, Acceptance Criteria.

DID	Deliverable Definition	Payment Amount
100	Deliverable 1	$6,750
200	Deliverable 2	$6,750
	TOTAL	**$13,500**

B) Payment for ongoing services pursuant to Appendix A, A-1, A-2, A-3 and A-4:

	Ongoing Services for existing configuration	Ongoing Services for updated configuration based on December 2010 SOW*:	Total Support Cost
January 1, 2011 - December 31, 2011**	$ 64,666.00	$13,000.00	$ 77,666.00

Additional Eligible List Imports requested by City eMerge Management (over the three imports already included in the above charges) will be billed by JobAps at the rate of $500 per import.

* The updated configuration will be delivered after January 1, 2011. A full year of Ongoing Services fees for those SOW requirements that include Ongoing Services are due upon the final acceptance of these requirements. Therefore, the pro-rata amount of any unused Ongoing Services fee for those SOW requirements will be reimbursed to the City towards the Ongoing Services for updated configuration.

City and County of San Francisco
Office of Contract Administration
Purchasing Division

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of December 1, 2009, in San Francisco, California, by and between JobAps, Inc., 100 West Arrellaga Street Santa Barbara, California 93101 ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to amend the performance period, increase the contract amount, and request additional software configuration;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4026-06/07 on October 5, 2009;

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

a. **Agreement.** The term "Agreement" shall mean the Agreement dated November 27, 2006 between Contractor and City, as amended by the:

First amendment, January 20, 2009

b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

a. **Section 2.** Section 2, Term of the Agreement, of the Agreement currently reads as follows:

Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to December 31, 2009. City shall have two options to extend, in its sole and absolute discretion, the term of this Agreement for a period of two years each.

Such section is hereby amended in its entirety to read as follows:

Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to December 31, 2011. City shall have one option to extend, in its sole and absolute discretion, the term of this Agreement for a period of two years.

b. **Section 4.** Section 4, Services Contractor Agrees to Perform, of the Agreement currently reads as follows:

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services to be Provided by the Contractor," and Appendix A-1 "Additional Description of Services to be Provided by Contractor" attached hereto and incorporated by reference as though fully set forth herein.

Such section is hereby amended in its entirety to read as follows:

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services to be Provided by the Contractor," and Appendix A-1 "Additional Description of Services to be Provided by Contractor" and Appendix A-2 "Statement of Work for Additional Services", and Appendix A-3 "Ongoing Services: Eligible List Import" attached hereto and incorporated by reference as though fully set forth herein.

c. **Section 5.** Section 5, Compensation, of the Agreement currently reads as follows:

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Human Resources Director, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed two hundred eighty eight thousand fifty dollars and no cents ($288,050.00). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year after the initial three year term of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A below, provided City first issues a modification to this Agreement pursuant to Section 48 of this Agreement to cover such subsequent years and pays Contractor an annual Ongoing Services charge for the first year after the initial three year term of $54,164. If there is an increase in Ongoing Services charges for years subsequent to the first year after the initial three year term, Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase.

Such section is hereby amended in its entirety to read as follows:

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Human Resources Director, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no

event shall the amount of this Agreement exceed four hundred and eighty five thousand dollars and no cents ($485,000.00). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges" and B-1, "Additional Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A and Appendix A-3. If there is an increase in Ongoing Services charges for years subsequent to the fourth year Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase. To be effective, all increases to charges for service shall be reflected in a modification to this Agreement.

2d. First Source Hiring Program. Section 45 is hereby replaced in its entirety to read as follows:

_45__ First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases,
subleases, and other occupancy contracts.

c. **Hiring Decisions.** Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. **Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. **Liquidated Damages.** Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to

quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

2e. **Insurance.** Section 15 is hereby replaced in its entirety to read as follows:

__15_, **Insurance**

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of

subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

2f. Appendix A-2 *Statement of Work for Additional Services*; A-3 *Ongoing Services: Eligible List Import*; and B-1 *Additional Calculation of Charges* are attached hereto and are added to the agreement in their entirety."

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after December 1, 2009.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Ben Rosenfield
Controller
Department of Human Resources

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Vicki A. Clayton
Deputy City Attorney

Approved:

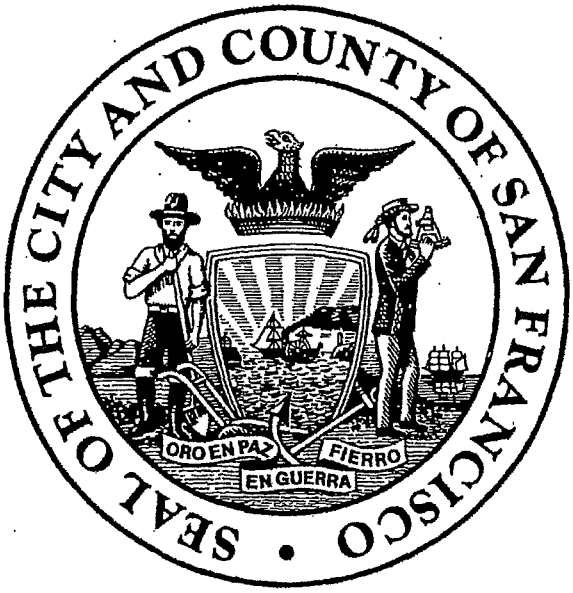
_____
Bill Jones
for Acting Director of the Office of Contract Administration, and Purchaser

CONTRACTOR

JobAps, Inc.

Jenna Berg, Ph.D., CEO
100 West Arrallaga St.
Santa Barbara, CA 93101

City vendor number: 69933
FEIN 77-0550009



Appendix A-2

Statement of Work

For Additional Services

December 1, 2009

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Introduction

This Statement of Work (SOW) is made as of December 1, 2009, in San Francisco, California, by and between JobAps, Inc., 100 West Arrellaga Street, Santa Barbara, California 93101 ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration. The Contractor shall perform additional software configuration services, listed in Section 1 Requirements, to the licensed programs or to the City's Website.

Section 1 Requirements

The following table of requirements represents the additional services to be provided by Contractor under this SOW. Definitions for table are as follow:

- **SOW ID:** Represents unique identifiers for this SOW only.
- **eMerge ID:** Included as cross-reference to requirement identifiers for Project eMerge, a separate City project for implementation of PeopleSoft Human Capital Management Version 9.0.
- **Category:** Functional category for the requirement
- **Requirement Definition:** Description of the application requirement
- **Recurring Annual Cost:** Requirement-level ongoing cost provided by Contractor

SOW ID	eMerge ID	Category	Requirement Definition	Recurring Annual Cost
1	1389.00	Exams/System Adminstration	Ability for a department to allow/designate a user or group in another department to post recruitments on their behalf	$0
2	1391.00	Exams	Salary checkbox on the recruitment planner - if checked, pull salary from salary information, and not use text field on recruitment planner.	$0
3	1133.00	Exams	A check box on the recruitment planner to turn 'off or on' sending interest cards for a recruitment	$0
4	1404.00	Exams	Ability to set a reapply date by the analyst for continuous exams providing capability for candidates to reapply at target date	$0
5	1136.00	Exams	Ability to track and keep a history/log of any published changes to an announcement	$0
6	1392.00	Exams	Add custom fields to the Update Workset Function	$0
7	1395.00	Exams	Ability to copy entire application or a batch of applications to another recruitment, not just name and address information	$0
8			Intentionally Omitted	
9	2009.00	Referrals	Expand the Cert list details without having to hit 'Edit'	$0
10	1327.00	Referrals	An "Update Workset" function on the Referral Report	$0

SOW ID	eMerge ID	Category	Requirement Definition	Recurring Annual Cost
11	1396.00	Referrals	Add a custom field on Referral Report for Appointment Type	$0
12	1397.00	Referrals	A detailed report of vacancies on a requisition	$0
13	1399.00	Exams	A Supplemental Questionnaire report that displays an applicant's score for each question	$0
14	1398.00	Exams	ApFlow report generated on date criteria	$0
15	1288.00	Referrals	Holdover Report	$0
16	1693.00	Appointment	Configure an existing interface to migrate applicant detail data from JobAps to People Soft to complete hire offer process	$995
17	n/a	System Administration	Provide an additional Test / hosted environment for testing and training purposes. Additional environment to be updated with current release software and data as requested by the City, as long as the frequency of such non-regular update requests is not unreasonable. Additional environment will have the capability to test current and new import/export functionality (e.g. MasterListing, Salary, etc).	$4,995
			TOTAL	**$5,990**

For additional clarity on how the above requirements will be fulfilled within the licensed programs or to the City's Website, see **ATTACHMENT A: Conceptual Design**.

Section 2 Deliverable Schedule

Items identified in **Section 1 Requirements** are grouped into specific deliverables. Deliverables are defined as packages of work to be completed by Contractor. The table below outlines the required deliverables, including the Deliverable ID (DID), the Deliverable Definition, the applicable SOW ID's, the Planned Delivery Date and the Acceptance Criteria. The deliverable sequence and delivery dates are set forth in Section 3 Implementation Schedule.

Each deliverable will be accepted when the City Project Manager has reasonably determined that the deliverable complies with the mutually agreed upon Acceptance Criteria in this SOW, the terms of the Contractor Agreement, and is otherwise satisfactory in all material respects.

City shall create an acceptance test plan prior to the Planned Delivery Date for each Deliverable. The City will test the System with multiple scenarios to test that the functionality performs without error per the requirements listed in Section 1 Requirements and ATTACHMENT A: Conceptual Design. In the event that City determines that the System does not meet such requirements, the City shall notify Contractor in writing and Contractor shall modify or correct the System so that it satisfies the requirements. City will provide Contractor with written notice once Contractor satisfactorily completes Acceptance Testing.

In the event that JobAps provides a Deliverable prior to the planned delivery date, the City shall use its best efforts to accelerate acceptance testing and City Project Manager's compliance determination accordingly.

DID	Deliverable Title	SOW ID	Planned Delivery Date	Acceptance Criteria
100	Deliverable 1	17	12/15/2009	• Additional Test Environment to include functionality of all City purchased JobAps modules and requirements covered by the contract and this SOW • Testing and approval of new environment completed by City project resources
101	Deliverable 2	2, 3, 4, 5, 9, 12,15	01/29/2010	• All related requirements (SOW IDs) completed, made available in the hosted environments and operating without error per definitions in Section 1 . Requirements and design in ATTACHMENT A: Conceptual Design. • Testing and approval of all associated requirements completed by City project resources
102	Deliverable 3	1, 6, 7, 10, 11, 13, 14	04/04/2010	• All related requirements (SOW IDs) completed, made available in the hosted environments and operating without error per definitions in Section 1 Requirements and design in ATTACHMENT A: Conceptual Design. • Testing and approval completed by City project resources

103	Deliverable 4	16	05/02/2010	• Timing and delivery of this functionality is subject to Project eMerge providing details specified in ATTACHMENT A: Conceptual Design to Contractor on the custom Position Management solution in PeopleSoft and Project eMerge's ability to test functionality in new PeopleSoft solution. • All related requirements (SOW IDs) completed, made available in the hosted environments and operating without error per definitions in Section 1 Requirements and design in ATTACHMENT A: Conceptual Design. • Testing and approval completed by City project resources

Section 3 Implementation Schedule

Listed below is a high-level schedule for delivery, review and approval of the scope associated with this SOW. The planned start and finish dates set forth below may vary somewhat from the actual start and finish dates, as they are dependent on the execution of this Agreement. However, the contractor agrees they will begin work no later than **ten (10) business days** after execution. In the event there are significant changes to the delivery durations for each deliverable, a contract modification will be required pursuant to section 48 of the Agreement.

Reasonable adjustments to this schedule may be made upon mutual agreement by the parties.

DID	Deliverable Definition	Task	Responsible	Planned Start Date	Planned Finish Date
100	**Deliverable 1**				
		Initial Delivery of Test Environment	**Contractor**	**1/15/09**	**1/15/09**
		Acceptance Testing	City	1/15/09	1/28/09
		Modify or Correct System (as needed)	Contractor	1/15/09	1/28/09
		Final Deliverable Approval	**City**	**1/30/09**	**1/30/09**
101	**Deliverable 2**				
		Initial Delivery to Test Environment	**Contractor**	**02/08/10**	**02/26/10**
		Acceptance Testing	City	02/08/10	02/29/10
		Modify or Correct System (as needed)	Contractor	02/08/10	02/29/10
		Approval for Production	City	02/29/10	03/03/10
		Delivery to Production	**Contractor**	**03/05/10**	**03/05/10**

		Production Validation	City	03/08/10	03/18/10
		Fixes / Updates (as needed)	Contractor	03/05/10	03/18/10
		Final Deliverable Approval	**City**	**03/19/10**	**03/19/10**
102	**Deliverable 3**				
		Initial Delivery to Test Environment	**Contractor**	**03/22/10**	**05/02/10**
		Acceptance Testing	City	05/05/10	05/14/10
		Modify or Correct System (as needed)	Contractor	05/05/10	05/14/10
		Approval for Production	City	05/15/10	05/16/10
		Delivery to Production	**Contractor**	**05/18/10**	**05/18/10**
		Production Validation	City	05/19/10	05/23/10
		Fixes / Updates (as needed)	Contractor	05/26/10	05/30/10
		Final Deliverable Approval	**City**	**06/02/10**	**06/02/10**
103	**Deliverable 4**				
		Initial Delivery to Test Environment	**Contractor**	**06/17/10**	**06/18/10**
		Acceptance Testing	City	06/19/10	06/26/10
		Modify or Correct System (as needed)	Contractor	06/19/10	06/26/10
		Approval for Production	City	06/26/10	06/26/10
		Delivery to Production	**Contractor**	**06/27/10**	**06/30/10**
		Production Validation	City	06/31/10	07/4/10
		Fixes / Updates (as needed)	Contractor	06/31/10	07/4/10
		Final Deliverable Approval	**City**	**07/4/10**	**07/4/10**

Section 4 Change Requests

A Change Request is the process by which requests for modifications to the established scope, schedule, or cost are controlled and managed. Significant changes to the scope (or Acceptance Criteria) of deliverables, and addition of new deliverables, is likely to result in a Change Request. If Change Requests are not authorized, Contractor will not perform additional work beyond this SOW.

Change Requests may be initiated by the City Project Manager or Contractor may submit change requests to the City Project Manager for review and possible issuance. Within 10 days following the City's request, Contractor will prepare a recommendation for each change request and present it for City approval via a Change Request Form (see attachment B).

Approved Change Requests that require change to either the existing terms of the Agreement or modification of the not to exceed amount of the Agreement will take effect only after modification pursuant to section 48 of the Agreement.

For approved change requests, the Change Request Form will be appended to this SOW.

ATTACHMENT A: Conceptual Design

The below requirement designs were initially provided by the City and subsequently discussed and updated with feedback from Contractor. The noted designs will be used for City sign-off and acceptance of each requirement and deliverable.

1. Ability for a department to allow/designate a user or group in another department to post recruitments on their behalf.

Location of functionality: Set-up: Admin Tab; user functionality system-wide; all areas of the system where records and/or dropdown lists displayed to a user are filtered based on the user's department setting.

Expected Result: A user can post an announcement for a department that they are not assigned to under the ADMIN tab and screen the applications. May expand beyond rights to post an announcement. Some additional access control functionality will automatically be provided as a result of this specification, however expansion beyond the scope of this Expected Result may require a change request.

The system will be configured so that the Administrator may grant 'membership' in multiple departments beyond their primary department for selected users. When a user with these memberships logs in to JobAps, their rights to view records filtered by department will initially be governed by their primary department setting. On the Home>My Profile tab, the system will include the ability for the user to change the department filtering that occurs to any department in which they have a membership. Their activities in the system subsequent to changing the department filtering will be governed by the newly selected department. Depending on the rights designated in the user's security group, this may include the ability to post announcements.

2. Salary checkbox on the recruitment planner - if checked, pull salary from salary information, and not use text field on recruitment planner.

Location of functionality: Recruitment Planner

Expected Result: When a user selects the "Always display the salary from the Class Spec based on the selection above" checkbox, the announcement will display the salaries from the salary table. If changes are made to the salary table for the class, the new salary will appear on the announcement.

Explanation: City has positions, such as nurses, that remain open continuously. The salary on the announcement captures the salary at the time of posting. To display salary changes on the announcement, a user has to go to the recruitment planner and update it. City wants the option of having the salary information displayed on the announcement to be pulled from the salary table as that file is updated and the salary changes will be reflected immediately upon the change.

Proposed Design: A checkbox on the Recruitment Planner.

3. A check box on the recruitment planner to turn 'off or on' sending interest cards for a recruitment.

Location of functionality: Recruitment Planner

Expected Result: By selecting the "Do not Send Interest Card Notices" checkbox, interest cards will not be sent for the recruitment being opened or reopened.

Explanation: City will reopen recruitment for informational purposes only. City does not want to resend interest cards if they have already been sent and we are not excepting applications again.

Proposed Design: A checkbox on the Recruitment Planner.

4. Ability to set a reapply date by recruitment for continuous exams.

Location of functionality: Recruitment Planner

Expected Results: If a number is entered into the text field for months after which applicants can reapply, the applicant can reapply if the submission date of the application is past the number entered into the field and status is "IN"

Explanation: JobAps provides a 90 day default for applicants to reapply for continuous recruitments. Applicant can reapply if 90 days past submission date and status field "IN". City would like to be able to set a reapply timeframe by recruitment.
Based on the number of months entered, the applicant could reapply after that many months past the submission date of the application to the recruitment.
An "Applicant can reapply in ___ months" field would have to be added to the Recruitment Planner. The field should be set only for numbers.

Proposed Design: Field on Recruitment Planner.

5. Ability to track and keep a history/log of any published changes to an announcement.

Location of functionality: Jobs>Announcement

Expected Result: When a user selects a recruitment number and clicks on the "GO" icon, a copy of the existing announcement will be emailed to a dedicated CCSF inbox for announcements. Email address of inbox to be determined.

Explanation: CCSF suggested having an email sent to CCSFjobs@sfgov.org inbox with a copy of the announcement anytime a change is made. The system does not need create an audit trail as long as a copy of the announcement is stored before any changes are made. A suggestion is to email a copy as Word document when the GO button is pushed on the Announcement page. Analyst named on the recruitment should be cc'd on the email.

The subject line of the email sent for this requirement shall say "Changes made to Job Announcement <RecruitNum>", where <RecruitNum> is the Recruitment Number identifier for the recruitment in CCSF's JobAps system.

6. Add custom fields to the Update Workset Function.

Location of functionality: Aps>Summary

Expected Results: Custom fields added to the ApReview table by City using the Admin>Custom Labels function would display in the "Update Workset" wizard, and City would be able to mass enter values to applicant records. City will provide the field names so they would appear in the Update Workset wizard.

7. Ability to copy entire application or a batch of applications to another recruitment, not just name and address information.

Location of functionality: Aps> View

Expected Results: City would like to be able to batch a set of applications based on a specific set of criteria, such as disposition and/or date applied, and copy those applications to a different recruitment. City expects to see a distinct application for the new recruitment, that can be given distinct dispositions, scores and notes as if the application was received through the standard JobAps application submission process. Restrictions would have to be placed on this functionality to limit it to specific users.

Explanation: City business process requires that applicants be moved to unique recruitment numbers for referral purposes.

Proposed Design: Add a new option to the 'Choose Action' dropdown on the Aps>View tab filtering page. The new option would be 'Copy Aps to Recruitment'. Invoking this action will result in an intermediary page that gives the user the opportunity to choose the Recruitment number to copy to using the Recruitment Number chooser. Once the user has selected a new Recruitment Number and clicks 'OK', they'll be presented with an intermediary confirmation page listing the aps to be copied. Clicking 'OK' on the confirmation page will result in the application, any attachments and apreview records, but not the supplemental questionnaire for each application meeting the filter criteria provided to be copied to the new Recruitment. It will be City's responsibility to ensure that parameters on the target recruitment match those from the source recruitment for the purposes of certification as necessary.

8. Intentionally Omitted

9. Expand the Cert list details without having to hit 'Edit'.

Location of functionality: Referral Report

Expected Result: An "Edit All/ Collapse All" link to open all of the records on a cert. The link will either open or close all of the edit rows for eligibles on the report. The existing design requires that the "Edit" link for each eligible row must be clicked.

Explanation: City makes the request to ease use of the report.

Proposed Design: Clicking the new link will result in all individual candidate cert records being displayed in expanded view for edit and update. If the records are already displayed in expanded mode, clicking the new link will result in all records being displayed in collapsed view.

10. An "Update Certification Set" function on the Referral Report.

Location of functionality: Referral Report

Expected Results: A user will be able to click on "Update Certificate Set" icon and mass update the Action Taken, Action Date or Comment on the referral report.

Explanation: City will have referral lists with hundreds of records. Each eligible on a list must have an Action Taken code assigned. Task would be time consuming to do one by one.

Proposed Design: Addition of "Update Certification Set" icon to Referral Report.

11. Add a custom field on Referral Report for Appointment Type.

Location of functionality: Referral Report>Hire Detail window and Aps>View>Summary>Tracking Detail

Expected Result: A user would select the value to populate this new field from a drop down selection. City wants a custom field for each eligible cert record. Field should be on the same table as the cert Action Taken field on cert. This field should be in the Update Certificate Set wizard.
City would require this field for purposes of importing into HR system. Appointment type would be copied to applicant record.

Explanation: Need to capture civil service appointment type of the eligible, such as PCS, TCS, TEX, and PEX.

Proposed Design: Drop down selection of required codes to be entered.

12. A detailed report of vacancies on a requisition.

Location: Reports>Referrals

Expected Result: A report showing all vacancies linked to a requisition, whether the vacancy is certed or not.

Explanation: City needs to create a report in Reports>Referrals>Custom View of a requisition and all associated vacancies attached to the requisition. The current JobAps configuration does not allow reporting on vacancies that are not certified. City needs to report on requisitions and vacancies that are not certified.

Proposed Design: See Proposed Design Below

Fields on Report:

Req ID
Job Code
Job Title
Department
Vacancy ID
Vac
Vacancy Schedule
Vacancy Status
Vacancy Approval Date
Vacancy Note

Req ID	Job Code	Job Title	Department	Vacancy ID	# Vac	Vacancy Schedule	Vacancy Status	Vacancy Approval Date	Vacancy Note
202	0922	Manager II	CSS	1098079	1	FT	V	1/4/2008	SP
203	1634	Senior Account Clerk	DSS	1098021	1	FT	V	1/4/2008	CDLC, SP
205	1282	Employee Relations Specialist	HRD	1098083	1	FT	V	1/4/2008	SPENG
206	1282	Employee Relations Specialist	PUC	1098084	1	FT	V	1/4/2008	
210	9132	Transit Fare Inspector	MTA	1098167	1	FT	V	1/4/2008	
210	9132	Transit Fare Inspector	MTA	1098168	1	FT	V	1/4/2008	
210	9132	Transit Fare Inspector	MTA	1098170	1	FT	V	1/4/2008	
210	9132	Transit Fare Inspector	MTA	1098171	1	FT	V	1/4/2008	
214	Q 50	Seargant	POL	500944	1	FT	V	1/4/2008	
214	Q 50	Seargant	POL	504173	1	FT	V	1/4/2008	
214	Q 50	Seargant	POL	504222	1	FT	V	1/4/2008	
214	Q 50	Seargant	POL	906499	1	FT	V	1/4/2008	

13. A Supplemental Questionnaire report that displays an applicant's score for each question.

Location of functionality: Aps>View and/or Reports>Applicant

Expected Result: A report generated showing an applicant's supplemental and the score achieved on each question. The report can be printed out. The report must be able to use the functionality of the filter criteria on the Aps>View and/or Reports>Applicant tab, and will require the user to supply a Recruitment number as part of the filtering criteria. The report can be generated for one applicant or all applicants on recruitment.

Explanation: City wants to be able to confirm scores of the applicant's responses on the supplemental. The City needs to know the weight of the response at question value and with weight of supplemental value multiplier.

Proposed Design: See Proposed Design Below

Fields on Report:
Recruitment number
Last Name
First Name
Easy ID
Question Number
Score on question number.
SQ Score

Supplemental Questionnaire Sample

Job Title: 9770 Community Development Assistant			Job Number: CBT-9770-053497
Autry	Toni	S	AUT-16-1563

3. * Provide technical assistance to program personnel in developing annual work programs, budgets, and work-related documents.
Question Score: 2
SQ Value:
- ○ Not applicable/not performed
- ○ Sometimes Performed
- ◉ Moderately Performed
- ○ Extensively Performed

4. * Assist in reviewing and analyzing monthly reports.
Question Score: 1
SQ Value:
- ○ Not applicable/Not performed
- ◉ Sometimes Performed
- ○ Moderately Performed
- ○ Extensively Performed

14. ApFlow report generated on date criteria.

Location of functionality: Reports>Ap Flow.

Expected Result: An applicant flow report generated by recruitment number, or by recruitment number and specified date fields on the applications.

Explanation: City has many announcements that are continuously accepting applications. To generate an application flow report for distinct administration of a test, the applications have to be filtered. City suggests filtering on Date Submitted or Expires date. If a date is not selected, the report will run as currently designed.

Proposed Design: Dropdown filter where user could select either Date Submitted or Expires Date, and enter starting and ending dates within which to filter the applications analyzed for the report.

15. Holdover Report

Location: Report>Referrals

Expected Result: A report will be generated displaying all vacancies approved the prior day and all eligibles in that class who could be certified to the vacancy. The report would sort by class order, displaying requisition id, req vacancy id, req vacancy approval date, req vacancy note, recruitment number, applicant (eligible) name, ap expires date, rank and score.

Explanation: City gives laid off employees priority to open positions. The report will display if any new vacancies should be held for laid off employees.

Proposed Design: SQL joining requisition and applicant data by job code where vacancy approved date = current date – 1 and requistion id job code = recruitment number job code, recruitment department = HLDX and applicant disposition = ER and Ap Expires date => current date.

Fields on Report:

Requistion ID
Requisition Job Code
Vacancy ID
Vac
Vacancy Schedule
Vacancy Status
Vacancy Approval Date
Vacancy Note
Recruitment Number
Recruitment Job Code
Applicant Last Name
Applicant First Name
Applicant Final Score
Applicant Rank
Applicant Disposition
Applicant Expires Date

Holdover Report Sample

Requistion ID	Requisition Job Code	Vacancy ID	# Vac	Vacancy Schedule	Vacancy Status	Vacancy Approval Date	Vacancy Note		
215	1044	1103679							
	Recruitment#	Class Code	Job Type	ApLast Name	ApFirst Name	Disposition	Rank	Final Score	ApExpire Date
	10040	1044	HP	De Castro	Glenn R	AV	1	1	5/1/2014
Requistion ID	Requisition Job Code	Vacancy ID	# Vac	Vacancy Schedule	Vacancy Status	Vacancy Approval Date	Vacancy Note		
216	1652	110370							
	Recruitment#	Class Code	Job Type	ApLast Name	ApFirst Name	Disposition	Rank	Final Score	ApExpire Date
	10249	1652	HP	Grinberg	Inna	AV	1	1	5/1/2014
	10249	1652	HP	Tran	Tuy-Viet	AV	2	2	5/1/2014
Requistion ID	Requisition Job Code	Vacancy ID	# Vac	Vacancy Schedule	Vacancy Status	Vacancy Approval Date	Vacancy Note		
217	5241	110374							
218	5241	110375							
	Recruitment#	Class Code	Job Type	ApLast Name	ApFirst Name	Disposition	Rank	Final Score	ApExpire Date
	22256	5241	HP	Acosta	Michael F	AV	4	4	5/1/2014
	22256	5241	HP	Fong	Matthew	AV	3	3	5/1/2014
	22256	5241	HP	Leung	Ted K	AV	2	2	5/1/2014
	22256	5241	HP	Park	Joon Sung	AV	3	3.5	5/1/2014
	22256	5241	HP	Tam	Richard W.	AV	2	2.5	5/1/2014

16. Configure an existing interface to migrate applicant detail data from JobAps to People Soft to complete hire offer process.

Location of functionality: This is behind the scenes functionality that runs as a web service. There is nothing visible in the user interface for this requirement

Expected Result: JobAps will provide a web service that City will subscribe to for the collection of new hire data from JobAps. City will then use the data collected to update its PeopleSoft system.

Explanation: City wants to move hired applicant data into PeopleSoft system to eliminate data entry.

Proposed Design: The JobAps WebService will transfer data to City via XML SOAP messages. Applicant data will be queried from JobAps and transported to the City and County of San Francisco PeopleSoft system. The data that will be transported be from the from the Applicant Profile, Application, ApReview, Job, Requisition, Referral, and Vacancy tables in the JobAps system. In order for Requisition, Referral and Vacancy data to be available for a new hire, the 'Hired?' field on the Hire Detail form from the referral must be set to 'Yes'. The data elements to be transported to the City are as follows:

First Name

Last Name
Middle Initial
Mailing Address
City
State
Zip code
Country
JobAps Easy id
SSN
Ethnic Group
Gender
Home Phone
Cell Phone
Job Code
Email address
Hire Date
Certification #
Department (as defined in JobAps)
Recruitment id RecruitNum1 RecruitNum2 RecruitNum3
Certification Date
Certification Comments
Rank
Appointment Type (Related to item number 11 on SOW)
Position #
CtyEmp
Claiming Veteran's preference
Driver's License
Driver License State
Driver's License number
Driver's License expiration date

Driver's License Class
Graduation from HS?
GED?
HS Proficiency Certificate
Job Source
Job Source – Other

Not all hired applicants will have a referral record. Some applicants will have application data, where hiring department, hired date, and hire checkbox will be entered by a City and County of San Francisco employees. A custom field for position data will be added to capture specific position number to which these applicants will be assigned. For applicants who do not have a referral record, requisition vacancy and referral data will be left blank in any new hire records retrieved via the web service.

ATTACHMENT B: Change Request Form

Change Request Form

Date Requested: _____ Change Control #: _____

Requested by: _____

Description of Change:

Reason for Change:

Change Request Analysis (by JobAps):

Conducted by: _____

Schedule Impact (days): _____ Budget Impact ($): _____

Date Completed: _____

Recommendation:

Resolution & Approvals:

City:		*JobAps:*	
☐	Approved	☐	Approved
☐	Rejected	☐	Rejected
Signature:	_____	Signature:	_____
Name/Title:	_____	Name/Title:	_____
Date:	_____	Date:	_____

Reason for Rejection, if Applicable:

_____

APPENDIX A-3 Ongoing Services: Eligible List Import

As part of its ongoing maintenance and support services under this Agreement, JobAps will perform the eligible list import into JobAps from CCSF supplied data, according to the below file structure previously used for this purpose, up to three times per year without additional charge. JobAps will perform up to twelve additional eligible list imports on receipt of a written change request from eMerge Management (see Appendix A-2 Section 4 - Change Requests) for an additional fee as set forth in Appendix B-1 "Calculation of Charges." The City will be responsible for the creation of matching Recruitment Planners to ensure that imported records have a recruitment plan to load into.

File Structure for Eligible List Import

FirstName	Text	25
LastName	Text	30
Idlast3	Text	3
idlast4	Text	4
Dobmonth	Text	2
Dobday	Text	2
emailaddress	Text	
Username	Text	50
Password	Text	50
Streetno	Text	35
City	Text	30
State	Text	2
Zip	Text	5
homephne1	Text	15
Cityemp	Text	1
Isvet	Text	1
Convicted	Text	1
Socsecno	Text	11
Dateappl	Text	50

recruitnum1	Text	50
recruitnum2	Text	50
recruitnum3	Text	50
Racecode		
SexCode		
Disposition	Text	3
Status	Text	2
inactive date	Text	50
applicant expires date	Text	50
Rank	Long Integer	4
final score	Decimal-type	4

APPENDIX B-1 ADDITIONAL CALCULATION OF CHARGES

In accordance with Section 5 of this Agreement, the Contractor's fees are detailed below. In no event shall the total costs under this Agreement exceed the not to exceed amount provided in Section 5 of this Agreement.

Compensation under the Agreement shall be limited to the following:

A) Payment for additional work required pursuant to Appendix A-2
Consultant may only invoice City for Work after City's Acceptance of the Work as described in Appendix A-2, Acceptance Criteria.

DID	Deliverable Definition	Payment Amount
100	Deliverable 1	$4,995
101	Deliverable 2	$14,000
102	Deliverable 3	$32,500
103	Deliverable 4	$2,995
	TOTAL	**$54,490**

B) Payment for ongoing services pursuant to Appendix A and Appendix A-3:

	Ongoing Services for existing configuration	Ongoing Services for updated configuration based on December 2009 SOW*:	Total Support Cost
January 1, 2010 - December 31, 2010	$ 54,164.00	$ 5,990.00	$ 60,154.00
January 1, 2011 - December 31, 2011**	$ 64,666.00	Included in existing configuration	$ 64,666.00

Additional Eligible List Imports requested by City eMerge Management (over the three imports already included in the above charges) will be billed by JobAps at the rate of $500 per import.

* Some portions of the updated configuration will be delivered either before or after January 1, 2010. A full year of Ongoing Services fees for those SOW requirements that include Ongoing Services are due upon the final acceptance of these requirements. Therefore, the pro-rata amount of any unused Ongoing Services fee for those SOW requirements will be credited to the City

towards the January 1, 2011 – December 31, 2011 Ongoing Services fees.

** This is a not-too-exceed figure based on the previous year's Ongoing Services fee plus the maximum possible increase of 7.5%.

City and County of San Francisco
Office of Contract Administration
Purchasing Division

First Amendment

THIS AMENDMENT (this "Amendment") is made as of January 20, 2009, in San Francisco, California, by and between JobAps, Inc., 100 West Arrellaga Street, Santa Barbara, California 93101 ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to amend **the performance period, increase the contract amount, and request additional software configuration;**

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated November 27, 2006 between Contractor and City.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

2a. Section 2. Section 2, Term of the Agreement, currently reads as follows:

Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to November 26, 2009. City shall have two options to extend, in its sole and absolute discretion, the term of this Agreement for a period of two years each.

Such section is hereby amended in its entirety to read as follows:

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to December 31, 2009. City shall have two options to extend, in its sole and absolute discretion, the term of this Agreement for a period of two years each.

2b. Section 4. Section 4, Services Contractor Agrees to Perform, of the Agreement currently reads as follows:

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services to be Provided by the Contractor," attached hereto and incorporated by reference as though fully set forth herein.

Such section is hereby amended in its entirety to read as follows:

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services to be Provided by the Contractor," and Appendix A-1, "Additional Description of Services to be Provided by the Contractor," attached hereto and incorporated by reference as though fully set forth herein.

2c. Section 5. Section 5, Compensation, of the Agreement currently reads as follows:

In no event shall the amount of this Agreement exceed Two Hundred Fifty Thousand Dollars. Compensation shall be made in accordance with this section and as specified in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In the event that contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City is further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor under reports, services, or both, required under this Agreement are received from Contractor and approved by the Department of Human Resources as being in accordance with this Agreement. City many withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year after the initial three year term of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A below, provided City first issues a modification to this Agreement pursuant to Section 48 of this Agreement to cover such subsequent years and pays Contractor an annual Ongoing Services charge for the first year after the initial three year term of $54,164. If there is an increase in Ongoing Services charges for years subsequent to the first year after the initial three year term, Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase.

Such section is hereby amended in its entirety to read as follows:

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Human Resources Director, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed two hundred eighty eight thousand fifty dollars and no cents ($288,050.00). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the

commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Human Resources Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year after the initial three year term of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A below, provided City first issues a modification to this Agreement pursuant to Section 48 of this Agreement to cover such subsequent years and pays Contractor an annual Ongoing Services charge for the first year after the initial three year term of $54,164. If there is an increase in Ongoing Services charges for years subsequent to the first year after the initial three year term, Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5% of the rate of the year immediately prior to such increase.

2d. Section 15. Section 15, Insurance, of the Agreement currently reads as follows:

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident; and

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall provide thirty days' advance written notice to City of cancellation mailed to the following address:

Jamie Austin
Department of Human Resources
44 Gough Street
San Francisco, CA 94103

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, Contractor shall do the following: (a) furnish to City certificates of insurance, and additional insured policy endorsements with insurers with ratings comparable to A-, VII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above, and (b) furnish complete copies of policies promptly upon City request.

h. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

Such section is hereby amended in its entirety to read as follows:

15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(4) Professional liability insurance with limits not less than $1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

Department of Human Resources
Attn: Mary Ng
One South Van Ness Avenue, 4th Floor
San Francisco, CA 94103

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

h. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

2e. Section 25. Section 25, Notices to the Parties, of the Agreement currently reads as follows:

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: Jamie Austin, Finance/Information Systems Director
Department of Human Resources
44 Gough
San Francisco, CA 94103
jamie.austin@sfgov.org
(415) 557-4835 (fax)

To Contractor: Jenna Berg, Ph.D., CEO
322 East Arrellaga Street, Suite B
Santa Barbara, CA 93101
jberg@jobaps.com

Any notice of default must be sent by registered mail.

Such section is hereby amended in its entirety to read as follows:

15. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: Department of Human Resources
Attn: Mary Ng
One South Van Ness Avenue, 4th Floor
San Francisco, CA 94103
Mary.Ng@sfgov.org
FAX: (415) 557-4868

To Contractor: JobAps, Inc.
Attn: Jenna Berg, Ph.D., CEO
100 West Arrellaga Street
Santa Barbara, CA 93101
jberg@jobaps.com

Any notice of default must be sent by registered mail.

2f. Section 42. Section 42, Limitations on Contributions, of the Agreement currently reads as follows:

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer of

the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

Such section is hereby amended in its entirety to read as follows:

42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

2g. Section 43. Section 43, Requiring Minimum Compensation for Covered Employees, of the Agreement currently reads as follows:

Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at http://www.sfgov.org/oca/lwlh.htm. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12P. Consistent with the requirements of the MCO, Contractor agrees to all of the following:

a. For each hour worked by a Covered Employee during a Pay Period on work funded under the City contract during the term of this Agreement, Contractor shall provide to the Covered Employee no less than the Minimum Compensation, which includes a minimum hourly wage and compensated and uncompensated time off consistent with the requirements of the MCO. For the hourly gross compensation portion of the MCO, Contractor shall pay a minimum of $10.77 an hour beginning January 1, 2005 and for the remainder of the term of this Agreement; provided, however, that Contractors that are Nonprofit Corporations or public entities shall pay a minimum of $9 an hour for the term of this Agreement.

b. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any

employee for complaining to the City with regard to Contractor's compliance or anticipated compliance with the requirements of the MCO, for opposing any practice proscribed by the MCO, for participating in proceedings related to the MCO, or for seeking to assert or enforce any rights under the MCO by any lawful means.

c. Contractor understands and agrees that the failure to comply with the requirements of the MCO shall constitute a material breach by Contractor of the terms of this Agreement. The City, acting through the Contracting Department, shall determine whether such a breach has occurred.

d. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City, acting through the Contracting Department, shall have the right to pursue the following rights or remedies and any rights or remedies available under applicable law:

(1) The right to charge Contractor an amount equal to the difference between the Minimum Compensation and any compensation actually provided to a Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law;

(2) The right to set off all or any portion of the amount described in Subsection (d)(1) of this Section against amounts due to Contractor under this Agreement;

(3) The right to terminate this Agreement in whole or in part;

(4) In the event of a breach by Contractor of the covenant referred to in Subsection (b) of this Section, the right to seek reinstatement of the employee or to obtain other appropriate equitable relief; and

(5) The right to bar Contractor from entering into future contracts with the City for three years.

Each of the rights provided in this Subsection (d) shall be exercisable individually or in combination with any other rights or remedies available to the City. Any amounts realized by the City pursuant to this subsection shall be paid to the Covered Employee who failed to receive the required Minimum Compensation.

e. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

f. Contractor shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide prompt written notice to all Covered Employees of any increases in compensation, as well as any written communications received by the Contractor from the City, which communications are marked to indicate that they are to be distributed to Covered Employees.

g. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the MCO, including reports on subcontractors.

h. The Contractor shall provide the City with access to pertinent records after receiving a

written request from the City to do so and being provided at least five (5) business days to respond.

i. The City may conduct random audits of Contractor. Random audits shall be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and (iv) limited to one audit of Contractor every two years for the duration of this Agreement. Nothing in this Agreement is intended to preclude the City from investigating any report of an alleged violation of the MCO.

j. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. A subcontract means an agreement between the Contractor and a third party which requires the third party to perform all or a portion of the services covered by this Agreement. Contractor shall notify the Department of Administrative Services when it enters into such a subcontract and shall certify to the Department of Administrative Services that it has notified the subcontractor of the obligations under the MCO and has imposed the requirements of the MCO on the subcontractor through the provisions of the subcontract. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

k. Each Covered Employee is a third-party beneficiary with respect to the requirements of subsections (a) and (b) of this Section, and may pursue the following remedies in the event of a breach by Contractor of subsections (a) and (b), but only after the Covered Employee has provided the notice, participated in the administrative review hearing, and waited the 21-day period required by the MCO. Contractor understands and agrees that if the Covered Employee prevails in such action, the Covered Employee may be awarded: (1) an amount equal to the difference between the Minimum Compensation and any compensation actually provided to the Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law; (2) in the event of a breach by Contractor of subsections (a) or (b), the right to seek reinstatement or to obtain other appropriate equitable relief; and (3) in the event that the Covered Employee is the prevailing party in any legal action or proceeding against Contractor arising from this Agreement, the right to obtain all costs and expenses, including reasonable attorney's fees and disbursements, incurred by the Covered Employee. Contractor also understands that the MCO provides that if Contractor prevails in any such action, Contractor may be awarded costs and expenses, including reasonable attorney's fees and disbursements, from the Covered Employee if the court determines that the Covered Employee's action was frivolous, vexatious or otherwise an act of bad faith.

l. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed $25,000 ($50,000 for nonprofits) in the fiscal year.

Such section is hereby amended in its entirety to read as follows:

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed $25,000 in the fiscal year.

2h. Section 44. Section 44, Requiring Health Benefits for Covered Employees, of the Agreement currently reads as follows:

Unless exempt, Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein.. The text of the HCAO is available on the web at http://www.sfgov.org/oca/lwlh.htm. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission..

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating

in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall keep itself informed of the current requirements of the HCAO.

h. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

i. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least five business days to respond.

j. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

k. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than $75,000 in the fiscal year.

Such section is hereby replaced in its entirety to read as follows:

44. Health Care Accountability Ordinance

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission..

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to

commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than $75,000 in the fiscal year.

2i. Section 45. Section 45, First Source Hiring Program, of the Agreement currently reads as follows:

a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement.

(1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time.;

(2) Contractor will comply with requirements for providing timely, appropriate notification of available Entry Level Positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of Qualified Economically Disadvantaged Individuals to participating Employers;

(3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A Contractor may establish its good faith efforts by filling: 1) its first available Entry Level Position with a job applicant referred through the First Source Program; and, 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

c. Hiring Decisions.

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $2,070 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

Such section is hereby replaced in its entirety to read as follows:

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating

employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(7) That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorneys fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

2j. Section 57. Section 57, Nondisclosure of Private Information, of the Agreement currently reads as follows:

As of March 5, 2005, Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

(i) The disclosure is authorized by this Agreement;

(ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or

(iii) The disclosure is required by law or judicial order.

(b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(c) Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

Such section is hereby replaced in its entirety to read as follows:

57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

2k. Food Service Waste Reduction Requirements. Section 61 is hereby added to the Agreement, as follows:

61. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars ($100) liquidated damages for the first breach, two hundred dollars ($200) liquidated damages for the second breach in the same year, and five hundred dollars ($500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

2l. Appendix A-1, Additional Description of Services to be Provided by Contractor, is hereby added to the Agreement as follows:

Appendix A-1
Additional Description of Services to be Provided by Contractor

Contractor shall perform the additional software configuration services, listed below, to the licensed programs or to the City's Website.

a. Enable No Apply Option;
b. Enable Analyst E-mail address on Review Web Page;
c. Change the language on the Certification of Applicant on scannable application and online application;
d. Change the wording on confirmation notice for Aps On File and Practice Application;
e. Create 2-page scannable application; and
f. Create reporting changes, remove position allocation, change requisition and vacancy integration.

Contractor shall proceed with configuration work upon execution of the First Amendment. Configuration work by Contractor shall be complete when the work is installed, fully operational and has been accepted by the City.

2m. Appendix B, Calculation of Charges, of the Agreement currently reads as follows:

Compensation under the Agreement shall be limited to the following:

SCHEDULE OF PAYMENTS

Phase #	Phase Name	Payment Amount*
Phase 1	System Analysis and Configuration of Online Employment Center	$45,000
Phase 2	Data Upload and Testing for Online Employment Center	$20,000
Phase 3	Training and Hosted Availability of the Online Employment Center	$37,500
Phase 4	Configuration of Track and Hire	$20,000
Phase 5	Training for Track and Hire	$7,500
Phase 6	Final Acceptance of the delivered System	$22,600

* Payment is conditioned upon Contractor's successful completion of the relevant phase and, in the case of Phase 6, on Acceptance.

Ongoing Services: The annual rate for Ongoing Services is $43,600 minus any Service Credits due to City as described in Appendix A. Contractor shall invoice City for the first payment for Ongoing Services at a rate of $43,600 per annum upon its completion of Phase 3. Invoices shall be due and payable within 30 days of receipt. The first payment for Ongoing Services will cover the first year of the term of the Agreement. The second payment for Ongoing Services will cover the second year of the term of the Agreement and the third payment for Ongoing Services will cover the third year of the term of the Agreement.

Additional training/trainer: Additional onsite training beyond that included in Appendix A above is $3,000 per day for one trainer, inclusive of travel and incidental costs. The City and Contractor may negotiate discounts for additional days of training. An additional onsite trainer is available for $1,500 per day, inclusive of travel and incidental costs.

Appendix B is hereby replaced in its entirety to read as follows:

Appendix B: Calculation of Charges

In accordance with Section 5 of this Agreement, the Contractor's fees are detailed below. In no event shall the total costs under this Agreement exceed the not to exceed amount provided in Section 5 of this Agreement.

Compensation under the Agreement shall be limited to the following:

SCHEDULE OF PAYMENTS

Phase #	Phase Name	Payment Amount*
Phase 1	System Analysis and Configuration of Online Employment Center	$45,000
Phase 2	Data Upload and Testing for Online Employment Center	$20,000
Phase 3	Training and Hosted Availability of the Online Employment Center	$37,500
Phase 4	Configuration of Track and Hire	$20,000
Phase 5	Training for Track and Hire	$7,500
Phase 6	Final Acceptance of the delivered System	$22,600
	Total Cost:	$152,600.00

* Payment is conditioned upon Contractor's successful completion of the relevant phase and, in the case of Phase 6, on Acceptance.

Schedule of Payment for Ongoing Services

Year	
January 1, 2007 – December 31, 2007	$ 43,600.00
January 1, 2008 – December 31, 2008	$ 43,600.00
January 1, 2009 – December 31, 2009	$ 43,600.00
Total Cost:	$ 130,800.00

Ongoing Services: The annual rate for Ongoing Services is $43,600 minus any Service Credits due to City as described in Appendix A and Appendix A-1. Contractor shall invoice City for the first payment for Ongoing Services at a rate of $43,600 per annum upon its completion of Phase 3. Invoices shall be due and payable within 30 days of receipt. The first payment for Ongoing Services will cover the first year of the term of the Agreement. The second payment for Ongoing Services will cover the second year of the term of the Agreement and the third payment for Ongoing Services will cover the third year of the term of the Agreement.

Additional training/trainer: Additional onsite training beyond that included in Appendix A above is $3,000 per day for one trainer, inclusive of travel and all incidental costs, including but not limited to meals and lodging. The City and Contractor may negotiate discounts for additional days of training. An additional onsite trainer is available for $1,500 per day, inclusive of travel and all incidental costs.

Additional Software Configuration Services: Contractor shall perform the additional software configuration services, listed below, to the licensed programs or to the City's Website, at the not to exceed amount listed for each configuration.

CONFIGURATION TASKS	NOT TO EXCEED COST PER TASK
1. Enable No Apply Option	$ 750.00
2. Enable Analyst E-mail address on Review Page	$ 600.00
3. Change the language on the Certification of Applicant on scannable application and online Application	$ 300.00
4. Change the wording on confirmation notice for Apps On File and Practice Application	$ 150.00
5. Create 2-page scannable application	$ 1,050.00
6. Create reporting changes, remove position allocation, change requisition and vacancy integration	$ 1,800.00
TOTAL NOT TO EXCEED AMOUNT:	$4,650.00

- Contractor shall proceed with configuration work upon execution of the First Amendment.
- Configuration work by Contractor shall be complete when the work is installed and fully operational.

Payments

Payments will be made by City to Contractor:

1) After the City has accepted as satisfactory, in the City's sole and absolute discretion, such acceptance not to be unreasonably withheld, the services rendered by the Contractor to the City in accordance with this Agreement;
2) After a written summary of task completion has been provided to the City by Contractor as part of the Contractor's payment request;
3) Within 30 days after the City has received Contractor's undisputed invoice.
4) Provided that insurance documentation is current in accordance with Section 15 of the Agreement.

NOT TO EXCEED AMOUNT: In No event shall the total cost of this Agreement exceed two hundred and eighty eight thousand fifty dollars and no cents ($288,050.00).

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this **Amendment.**

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

MICKI CALLAHAN
Human Resources Director
Department of Human Resources

Approved as to Form:

DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

Approved:

_____
NAOMI KELLY
Director of the Office of Contract Administration,
and Purchaser

CONTRACTOR

JobAps, Inc.

_____
JENNA BERG, Ph.D., CEO

100 West Arrellaga Street
Santa Barbara, CA 93101

City vendor number: 69933
FEIN: 77-0550009

City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

Agreement between the City and County of San Francisco and

OnePlanetWeb, Inc.

This Agreement is made this 27th day of November, 2006, in the City and County of San Francisco, State of California, by and between: OnePlanetWeb, Inc., dba JobAps, 322 East Arrellaga Street, Suite B, Santa Barbara, California, 93101, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the Department of Human Resources ("Department") wishes to obtain a hosted application for web-based job application, recruitment, testing, and certification/referral services; and,

WHEREAS, a Request for Proposal ("RFP") was issued on January 20, 2006, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, Contractor represents and warrants that it is qualified to provide the hosted web-based application and perform the services required by City as set forth under this Agreement; and,

WHEREAS, approval for said Agreement was obtained from a Civil Service Commission Notice of Action for Contract Number 4026-06/07 on August 21, 2006;

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from November 27, 2006 to November 26, 2009. City shall have two options to extend, in its sole and absolute discretion, the term of this Agreement for a period of two years each.

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services to be Provided by the Contractor," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation

In no event shall the amount of this Agreement exceed Two Hundred Fifty Thousand Dollars. Compensation shall be made in accordance with this section and as specified in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In the event that Contractor cannot achieve Acceptance of the System within 60 days following the commencement of Acceptance Testing, it shall be an Event of Default under this Agreement and in addition to any other remedies, City is further entitled to a return of all payments made to Contractor under this Agreement.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department of Human Resources as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

For each year after the initial three year term of this Agreement, Contractor will continue to provide City with Ongoing Services as described in Appendix A below, provided City first issues a modification to this Agreement pursuant to Section 48 of this Agreement to cover such subsequent years and pays Contractor an annual Ongoing Services charge for the first year after the initial three year term of $54,164. If there is an increase in Ongoing Services charges for years subsequent to the first year after the initial three year term, Contractor shall give City written notice of such increase at least thirty (30) days prior to the expiration of the immediately previous Ongoing Services year. Annual Ongoing Services charges for such subsequent year(s) shall not increase more than 7.5 % of the rate of the year immediately prior to such increase.

6. **Guaranteed Maximum Costs**

a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. **Payment; Invoice Format**

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include the Contract Progress Payment Authorization number. All amounts paid by City to Contractor shall be subject to audit by City.

Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. **Submitting False Claims; Monetary Penalties**

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to $10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. **Left Blank by Agreement of the Parties.**

10. **Taxes**

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident; and

(2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall provide thirty days' advance written notice to City of cancellation mailed to the following address:

Jamie Austin
Department of Human Resources
44 Gough
San Francisco, CA 94103

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, Contractor shall do the following: (a) furnish to City certificates of insurance, and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above, and (b) furnish complete copies of policies promptly upon City request. Failure to maintain insurance shall constitute a material breach of this Agreement.

h. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

16. Indemnification

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property (including without limitation loss of or damage to data) arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents ("Infringement"), of articles or services to be supplied in the performance of this Agreement.

In the event a final injunction is obtained against City's use of the Licensed Software (defined below) by reason of Infringement, or in Contractor's opinion City's use of the Licensed Software is likely to become the subject of Infringement, Contractor may at its option and expense: (a) procure for City the right to continue to use the Licensed Software as contemplated hereunder, (b) replace the Licensed Software with a non-infringing, functionally equivalent substitute Licensed Software, or (c) suitably modify the Licensed Software to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the Licensed Software. If none of these options is reasonably available to Contractor, then the Agreement may be terminated at the option of either party hereto and Contractor shall refund to City all amounts paid under this Agreement.

17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON

CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. **Left Blank by the Parties**

20. Default; Remedies

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57, or 58.

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten business days after written notice thereof from City to Contractor.

(3) Contractor (A) is generally not paying its debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (C) makes an assignment for the benefit of its creditors, (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (E) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (A) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (B) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (C) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. City shall have the option, in its sole discretion, to terminate this Agreement at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving

Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

(7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost..

(3) The reasonable cost to Contractor of handling material or equipment returned to the Contractor, delivered to the City or otherwise disposed of as directed by the City.

(4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties Upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, and 57. Upon termination or expiration of this Agreement, Contractor shall return immediately to City all data imported into the System, provided to Contractor, and/or entered into the System by City and/or any other Authorized User (defined below) in a format commonly read by most software systems and assist the City with the transition of such data to another vendor's software system.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. City shall return to Contractor copies of all manuals or printed instructions provided to City by Contractor and in City's possession. This subsection shall survive termination of this Agreement.

23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City or its employment applicants and that such information may contain proprietary or confidential details, the disclosure of which to third parties may

be damaging to City and/or such employment applicants. Contractor agrees that all information disclosed to Contractor in the course of its performance of this Agreement shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data and employment applicant information, only disclose such information to its employees, agents and subcontractors with a need to know such information for Contractor's performance of the Agreement, and require such employees, agents and any subcontractors to enter into confidentiality agreements in the form of Appendix D hereto.

City understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, City may have access to private or confidential information which may be owned or controlled by Contractor and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Contractor. Subject to applicable laws, including without limitation, Chapter 67 of the San Francisco Administrative Code and California Government Code §§ 6250 et seq., City shall exercise the same standard of care to protect such information that is not already in the public domain as a reasonably prudent municipal corporation would use to protect its own proprietary data.

25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: **Jamie Austin, Finance/Information Systems Director**
Department of Human Resources
44 Gough
San Francisco, CA 94103
jamie.austin@sfgov.org
(415) 557-4835 (fax)

To Contractor: **Jenna Berg, Ph.D., CEO**
322 East Arrellaga Street, Suite B
Santa Barbara, CA 93101
jberg@jobaps.com

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire

Notwithstanding any other provision of this Agreement, this Section 27 shall not apply to the Licensed Software. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems

designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms

Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Disadvantaged Business Enterprise Utilization; Liquidated Damages

a. The DBE Ordinance

Contractor, shall comply with all the requirements of the Disadvantaged Business Enterprise Ordinance set forth in Chapter 14A of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "DBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the DBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provision of the DBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the DBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

1. Enforcement

If Contractor willfully fails to comply with any of the provisions of the DBE Ordinance, the rules and regulations implementing the DBE Ordinance, or the provisions of this Agreement pertaining to DBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or $1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the DBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the DBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's DBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14A.13(B).

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the DBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §12B.2(h) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request. Contractor represents that the Licensed Software is deemed to be a "Trade Secret" by Contractor as such term is used in California Government Code Section 6254.7(d). If City receives a public request to view such "Trade Secret," the City shall use commercially reasonable efforts to notify Contractor of the details of such request, including the requestor's identity, as available to City and as permitted by law.

41. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer of the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

43. Requiring Minimum Compensation for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at http://www.sfgov.org/oca/lwlh.htm. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12P. Consistent with the requirements of the MCO, Contractor agrees to all of the following:

a. (a) For each hour worked by a Covered Employee during a Pay Period on work funded under the City contract during the term of this Agreement, Contractor shall provide to the Covered Employee no less than the Minimum Compensation, which includes a minimum hourly wage and compensated and uncompensated time off consistent with the requirements of the MCO. For the hourly gross compensation portion of the MCO, Contractor shall pay a minimum of $10.77 an hour beginning January 1, 2005 and for the remainder of the term of this Agreement; provided, however, that Contractors that are Nonprofit Corporations or public entities shall pay a minimum of $9 an hour for the term of this Agreement.

b. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to Contractor's compliance or anticipated compliance with the requirements of the MCO, for opposing any practice proscribed by the MCO, for participating in proceedings related to the MCO, or for seeking to assert or enforce any rights under the MCO by any lawful means.

c. Contractor understands and agrees that the failure to comply with the requirements of the MCO shall constitute a material breach by Contractor of the terms of this Agreement. The City, acting

through the Contracting Department, shall determine whether such a breach has occurred.

d. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City, acting through the Contracting Department, shall have the right to pursue the following rights or remedies and any rights or remedies available under applicable law:

(1) The right to charge Contractor an amount equal to the difference between the Minimum Compensation and any compensation actually provided to a Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law;

(2) The right to set off all or any portion of the amount described in Subsection (d)(1) of this Section against amounts due to Contractor under this Agreement;

(3) The right to terminate this Agreement in whole or in part;

(4) In the event of a breach by Contractor of the covenant referred to in Subsection (b) of this Section, the right to seek reinstatement of the employee or to obtain other appropriate equitable relief; and

(5) The right to bar Contractor from entering into future contracts with the City for three years.

Each of the rights provided in this Subsection (d) shall be exercisable individually or in combination with any other rights or remedies available to the City. Any amounts realized by the City pursuant to this subsection shall be paid to the Covered Employee who failed to receive the required Minimum Compensation.

e. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

f. Contractor shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide prompt written notice to all Covered Employees of any increases in compensation, as well as any written communications received by the Contractor from the City, which communications are marked to indicate that they are to be distributed to Covered Employees.

g. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the MCO, including reports on subcontractors.

h. The Contractor shall provide the City with access to pertinent records after receiving a written request from the City to do so and being provided at least five (5) business days to respond.

i. The City may conduct random audits of Contractor. Random audits shall be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and (iv) limited to one audit of Contractor every two years for the duration of this Agreement. Nothing in this Agreement is intended to preclude the City from investigating any report of an alleged violation of the MCO.

j. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. A subcontract means an agreement between the Contractor and a third party which requires the third party to perform all or a portion of the services covered by this Agreement. Contractor shall notify the Department of Administrative Services when it enters into such a subcontract and shall certify to the Department of Administrative Services that it has notified the subcontractor of the obligations under the MCO and has imposed the requirements of the MCO on the subcontractor through the provisions of the subcontract. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

k. Each Covered Employee is a third-party beneficiary with respect to the requirements of subsections (a) and (b) of this Section, and may pursue the following remedies in the event of a breach by Contractor of subsections (a) and (b), but only after the Covered Employee has provided the notice, participated in the administrative review hearing, and waited the 21-day period required by the MCO. Contractor understands and agrees that if the Covered Employee prevails in such action, the Covered Employee may be awarded: (1) an amount equal to the difference between the Minimum Compensation and any compensation actually provided to the Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law; (2) in the event of a breach by Contractor of subsections (a) or (b), the right to seek reinstatement or to obtain other appropriate equitable relief; and (3) in the event that the Covered Employee is the prevailing party in any legal action or proceeding against Contractor arising from this Agreement, the right to obtain all costs and expenses, including reasonable attorney's fees and disbursements, incurred by the Covered Employee. Contractor also understands that the MCO provides that if Contractor prevails in any such action, Contractor may be awarded costs and expenses, including reasonable attorney's fees and disbursements, from the Covered Employee if the court determines that the Covered Employee's action was frivolous, vexatious or otherwise an act of bad faith.

l. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed $25,000 ($50,000 for nonprofits) in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Unless exempt, Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein.. The text of the HCAO is available on the web at http://www.sfgov.org/oca/lwlh.htm. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission..

b. Notwithstanding the above, if the Contractor is a small business as defined in Section

12Q.3(d) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall keep itself informed of the current requirements of the HCAO.

h. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

i. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least five business days to respond.

j. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

k. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than $25,000 ($50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach $75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than $75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement.

(1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time;

(2) Contractor will comply with requirements for providing timely, appropriate notification of available Entry Level Positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of Qualified Economically Disadvantaged Individuals to participating Employers;

(3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A Contractor may establish its good faith efforts by filling: 1) its first available Entry Level Position with a job applicant referred through the First Source Program; and, 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

c. Hiring Decisions.

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $2,070 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20%.

49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48.

53. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Left Blank by Agreement of the Parties

56. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Nondisclosure of Private Information

As of March 5, 2005, Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

(i) The disclosure is authorized by this Agreement;

(ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or

(iii) The disclosure is required by law or judicial order.

(b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(c) Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Warranties

a. Right to Grant License

Contractor hereby warrants that it has title and/or the authority to grant a license of the proprietary computer software programs, and related technical publications, identified on Appendix F, any and all

other programs and publications contained in or provided by Contractor for use with the System (defined below), and all updates, modifications, customizations, configurations, and improvements thereof provided by Contractor to City ("Licensed Software").

b. Conformity to Specifications

Contractor warrants that when the Licensed Software and the System (defined below) are provided for the City's use, they will be substantially free from defects as to design, material, and workmanship and will perform in accordance with the Contractor's specifications for the Licensed Software and the System, respectively, provided by Contractor to City, for the term of this Agreement. Contractor further warrants that the services it provides to City will conform to its published specifications for the services.

c. Warranty of Authority: No Conflict

Each party hereby warrants to the other that it is authorized to enter into this Agreement and that its performance thereof will not conflict with any other agreement.

60. Grant of License

Subject to the terms and conditions of this Agreement, Contractor grants City, its employees, officials, contractors, consultants, job applicants, and prospective job applicants (each an "Authorized User" and collectively, "Authorized Users") a non-exclusive and non-transferable limited term license to use the Licensed Software and the System. City acknowledges and agrees that the Licensed Software and the System are the proprietary information and property of Contractor and that this Agreement grants City no title or right of ownership in the Licensed Software or the System.

Contractor agrees that in the event it discontinues its obligations under the terms of this Agreement, except as expressly provided for in Section 21 (Termination for Convenience), or ceases to market and/or provide maintenance and support for the Licensed Software, and there is no successor in interest by merger, operation of law, assignment, purchase, or otherwise, it will provide City, without charge, one (1) copy of the then-current human readable compileable form of the Licensed Software and related technical publications ("Source Code"). If City should obtain the Source Code pursuant to this section, the only use made of the Source Code will be for the proper maintenance of the Licensed Software in connection with City's use of the Licensed Software as provided for, and limited by, the provisions of this Agreement.

In furtherance of its obligations as stated above, Contractor will provide to the office of the City's Controller a copy of the Source Code which corresponds to the most current version of the Licensed Software. Contractor agrees to update, enhance or otherwise modify such Source Code promptly upon its release of a new version of the Licensed Software to its other licensees such that the Source Code is maintained as corresponding to the newest released version of the Licensed Software. The office of the City's Controller shall maintain such Source Code in locked storage.

City is authorized to use the Licensed Software for its internal purposes only. City agrees that it will, through its reasonable efforts, not permit the Licensed Software to be used in any manner, whether directly or indirectly, that would enable any person or entity other than an Authorized User to use the Licensed Software.

Nothing in this section shall permit or authorize City to allow a representative of a competitor of Contractor, or a non-employee, or an employee who does not need to access to perform their work, to have access to or otherwise view the proprietary aspects of the Licensed Software at any time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

Recommended by:

Signature for Department

PHILIP GINSBURG

Printed Name

Human Resources Director

Title and Department

Approved as to Form:

Dennis J. Herrera
City Attorney

By

Deputy City Attorney

Approved:

12/12/06

Naomi Kelly
Director of Office of Contract Administration/ Purchaser

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Authorized Signature

Jenna Berg, PhD
Printed Name

CEO
Title

OnePlanetWeb, Inc.
Company Name

69933
City Vendor Number

322 E. Arrellaga St. Suite B
Address

Santa Barbara, CA 93101
City, State, ZIP

(805) 963-1056
Phone Number

77-0550009
Federal Employer ID Number

APPENDICES

Appendix A. Description of Services to be Provided by Contractor
Appendix B. Calculation of Fees
Appendix C. Terms of Use Agreement for Applicants
Appendix D. Confidentiality Agreement
Appendix E. System Requirements
Appendix F. Modules of JobAps

Appendix A. Description of Services to be Provided by Contractor

Contractor agrees to perform the following services:

Contractor shall provide to the City a website and web-based Contractor-hosted application that provides human resources services, for an unlimited number of users. Contractor shall customize the System (defined below) to reflect the City's human resources practices; Contractor shall interview City staff to understand the City's functional requirements and configure the System to meet those functional requirements. Contractor shall provide to City use of the Licensed Software as customized, configured and/or designed for City by Contractor, any and all databases and hardware on which such software operates or is hosted, and a website designed and operated by Contractor for City (the "System"). Contractor shall migrate existing City applicant and employee data from various human resources systems, including Sigma, NeoGov, PeopleSoft, and from other City sources, such as the City's compensation tables, into the System. Contractor shall provide to City capacity for scanning resumes, licenses, transcripts, and handwritten City job applications with City-selected sections converted to computer readable data, using a scanning and optical character recognition tool. Contractor shall provide the City capacity to produce standard and ad-hoc reports from data in the System, including recruitment, hiring, Equal Employment Opportunity, and examination scoring reports. Contractor shall train City staff on use of the System and Licensed Software. Contractor will provide ongoing technical support, upgrades to the Licensed Software and the System, patches, and hosting services, as necessary for the optimal performance of the System. Contractor shall also provide the Implementation Support and Ongoing Services described below. Contractor does not provide services for technical support outside of the System including but not limited to: City computer support, City network support, scanning issues related to improper use of scanner and improper use of scanning system, and email tracing.

A. System Customization, Implementation, and Training

Phase 1: System Analysis and Initial Configuration of Online Employment Center: Contractor shall install on its servers its Online Employment Center database and database application ("Online Employment Center") and deploy a starter website for City jobs and accepting on-line applications, customized for the City's use. Contractor will begin customization of City's paper job application form, so that it can be scanned and read by the System. The City will purchase a scanner separately.

Phase 2: Data Upload and Testing for Online Employment Center: Contractor will spend two days, at least six hours each day, at a City-determined site to meet with City staff to ascertain City human resources processes and use such information, in addition to the System requirements specified in Appendix E, in the design of the System. City will identify types of City data to be used with and for the System, such as, without limitation, data from the following City systems and tables: Sigma, NeoGov, PeopleSoft, Equal Employment Opportunity systems, and compensation tables, job description data, and job posting data. Contractor will receive instructions from City about required System-generated City reports from the City. Contractor shall import City's class specifications, salary information, postings, and applicant and referral data into the System. Contractor shall provide capacity in the System to scan resumes, licenses, transcripts, and paper job application forms as filled out by applicants. Fields of the paper application form selected by City shall be converted to computer-readable data and used to populate appropriate fields in the System, using a scanning and optical character recognition tool. Contractor shall provide a System tool to allow City to import data as it deems necessary. Contractor

shall complete the final design and structure of the Online Employment Center customized to meet the City's requirements in Appendix E.

Phase 3: Training and Hosted Availability of the Online Employment Center: Contractor shall provide one instructor for two days of training of City staff, at least seven hours each day, at a City-determined location. Contractor shall import updated referral and final applicant data into the System. Contractor shall provide to City an operational manual or written instructions on how to use the Online Employment Center and scanning tool.

Phase 4: Configuration of Track and Hire: Contractor shall design, to meet the City's requirements as specified in Appendix E and to be communicated in writing by City, their Track and Hire software module, which covers applicant tracking, application review, testing and certification/referral processes. Contractor shall develop all required System-generated reports as specified in Appendix E, including without limitation, those for recruitment, hiring, Equal Employment Opportunity, and examination scoring reports. Contractor shall import City's requisition data into the System.

Phase 5: Training for Track and Hire: Contractor shall provide one instructor for three days of onsite training of City staff in use of the System, for at least seven hours each day, at a City-determined location. At the City's discretion, the format will be either train-the-trainer or train-the-user classroom, or a combination of these. Contractor shall provide an operational manual or written instructions on how to use Track and Hire.

Phase 6: Acceptance Testing: Contractor shall provide to City an acceptance test plan prior to their start of Phase 5. City shall determine in its sole discretion whether to use this acceptance test plan or whether to develop its own acceptance test plan. The City will test the System with multiple scenarios of applicant, scoring and referral data, duplicating City hiring processes. The System must perform to the City's requirements in Appendix E and as communicated in writing during Phases 1-5 and without error. In the event that City determines that the System does not meet such requirements, the City shall notify Contractor in writing and Contractor shall modify or correct the System so that it satisfies the requirements. City will provide Contractor with written notice once Contractor satisfactorily completes Acceptance Testing ("Acceptance").

B. Implementation Support

Implementation Support: During the implementation of this project (Phases 1-5), at the City's written request, Contractor will be at the City's location for up to two additional days, for at least six hours a day, beyond the training days and initial meeting (specified in Phases 2-5), to provide onsite implementation support. City will pay Contractor $3,000 per day for this requested implementation support.

Contractor will provide to City remote online implementation support using "GoToMeeting" for up to twelve hours, free of charge.

C. Ongoing Services

City's Liaisons with Contractor: In performing the services provided for in this Agreement, the City's Liaisons with the Contractor shall be John Leon, Mauricio Martinez, Ted Yamasaki, and Jamie Austin. City may add or delete members from this list.

Support and maintenance: For the term of this Agreement, Contractor shall maintain the System, including, without limitation: maintaining hosting services; providing technical support for the System; importing subsequent and ongoing imports of data from the City's human resources systems into the System; correcting Licensed Software errors, defects or malfunctions; providing for detection, warning and correction of viruses and disabled/disabling code; and maintaining third-party scanning software provided by Contractor for use with System ("Ongoing Services").

Contractor shall provide technical support concerning the installation and use of the System by email at support@jobaps.com and phone at 1-805-963-1056 from 7 a.m. to 6 p.m. Pacific Standard Time, Monday through Friday, excluding City holidays. Contractor shall also use its best efforts to provide technical support through Contractor's website 24 hours a day, 7 days a week, 365 days a year. Requests for technical support will receive a response within 24 hours from the Contractor, and City Liaison identified urgent technical support issues reported during Normal Business Hours (defined below) will receive a response within two hours from the Contractor. Contractor shall provide 24 hours a day emergency technical support. Requests for emergency technical support will receive an initial response from the Contractor within 5 minutes with updates provided every 30 minutes until resolved. All responses shall be tracked, and City shall receive a report on these responses, if the City requests it.

Upgrades: Contractor shall make available to the City, free of charge, any product upgrades that the Contractor makes available to its other customers.

Data storage and backup: Contractor shall retain and store all applicant and City data, without limitations. Contractor shall perform nightly backups of such data for the term of this Agreement. Should the Agreement be terminated or expire, Contractor shall immediately return all applicant and City data in a format commonly read by most software systems. Contractor shall assist City with transition of the data to another vendor's software system, should the Agreement be terminated or expire.

Contractor shall ensure that City end-users and potential job applicants are able to enter and/or access information at all times, subject to the provisions of "Accessibility and Downtime" in Appendix A, and in a manner that will not discourage or deter them from completing applications, applying for jobs, or performing job-related duties (i.e., job reporting and analysis, recruitment; referring applicants to City departments) because of poor performance of the System. Poor performance may include, but not be limited to: slow server response time (i.e., greater than 10 seconds as measured at the server), insufficient or unclear form validation or error messages, application-related server error responses (e.g., code 500 Internal Errors), or data loss or corruption.

Accessibility and Downtime: Services provided by Contractor will be performed in a professional manner and in accordance with the terms of this Agreement. Contractor shall host the System so that the System is accessible to the City and the public via the Internet 24 hours per day, 7 days per week, except for interruptions due to scheduled maintenance of the System for which City shall have been notified forty-eight (48) hours in advance. In the event of Downtime (defined below) of the System any time from 8 a.m. to 5 p.m., Pacific Standard Time, Monday to Friday ("Normal Business Hours"), excluding City holidays, that exceeds two continuous hours, City shall be due from Contractor one Service Credit (defined below), up to a maximum of 4 Service Credits, per 24-hour period, for every 2 continuous hours the City experiences Downtime. Fractions of an hour may be rounded down to the nearest complete hour. The payment to the Contractor for Ongoing Support will be reduced. A "Service Credit" shall mean an amount equal to the annual rate of Ongoing Services for one (1) day of service (which is $119.45 based on the $43,600 recurring annual charge for the first three years; this figure shall increase if the Agreement is extended and the recurring annual charge is increased) . A Service Credit for each additional hour of Downtime shall be due the City if the sum of hours of Downtime during hours outside

of Normal Business Hours exceeds twenty-four hours (24) in any year. Contractor will use its best efforts to schedule maintenance outside of Normal Business Hours.

Downtime: Downtime shall mean any interruption of System availability within the control of Contractor or subcontractor for web hosting services to the City or the public, excluding scheduled interruptions for maintenance for which Contractor notifies the City at least 48 hours in advance. Downtime begins upon the City's notification to Contractor of the interruption either by voice message at 1-805-963-1056 or by e-mail at urgent@jobaps.com. There will be a maximum of four Service Credits per 24-hour period regardless of the nature and timing of the Downtime.

Contractor shall not be responsible for maintaining or supporting City equipment, City connections to the Internet or software provided to City by parties other than Contractor, and scanning issues related to improper use of the scanner and improper use of scanner.

Services regarding loss of data: Contractor will have at least one employee available during Normal Business Hours to support the City in restoring any lost data, free of charge, provided that such data was not deleted by City or a job applicant using the System to apply for a job or to view job announcements, This employee will be available until lost data are restored. Contractor must notify City within 24 hours after the loss of data and provide all information regarding loss of data.

D. Project Schedule: Contractor shall complete the phases described above in accordance with the following project schedule:

Project Schedule						
Phase	Approximate Completion Date	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07
Phase 1: System Analysis and Configuration of Employment Center	*November 30, 2006*					
Phase 2 Data Upload and Testing for Online Employment Center	*December 15, 2006*					
Phase 3 Training and Hosted Availability of the Online Employment Center	*January 5, 2007*					
Phase 4 Configuration of Track and Hire	*February 1, 2007*					
Phase 5 Training for Track and Hire	*February 14-28, 2007*					
Phase 6 Final Acceptance of the System	*March 1, 2007*					

E. Reports

Contractor shall submit written reports as reasonably requested by the Department of Human Resources. Format for the content of such reports shall be determined by the Department of Human Resources. The timely submission of all reports (not more than three weeks after written request of such report) is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

Appendix B: Calculation of Charges

Compensation under the Agreement shall be limited to the following:

Schedule of Payments

Phase #	Phase Name	Payment Amount*
Phase 1	System Analysis and Configuration of Online Employment Center	$45,000
Phase 2	Data Upload and Testing for Online Employment Center	$20,000
Phase 3	Training and Hosted Availability of the Online Employment Center	$37,500
Phase 4	Configuration of Track and Hire	$20,000
Phase 5	Training for Track and Hire	$7,500
Phase 6	Final Acceptance of the delivered System	$22,600

* Payment is conditioned upon Contractor's successful completion of the relevant phase and, in the case of Phase 6, on Acceptance.

Ongoing Services: The annual rate for Ongoing Services is $43,600 minus any Service Credits due to City as described in Appendix A. Contractor shall invoice City for the first payment for Ongoing Services at a rate of $43,600 per annum upon its completion of Phase 3. Invoices shall be due and payable within 30 days of receipt. The first payment for Ongoing Services will cover the first year of the term of the Agreement. The second payment for Ongoing Services will cover the second year of the term of the Agreement and the third payment for Ongoing Services will cover the third year of the term of the Agreement.

Additional training/trainer: Additional onsite training beyond that included in Appendix A above is $3,000 per day for one trainer, inclusive of travel and incidental costs. The City and Contractor may negotiate discounts for additional days of training. An additional onsite trainer is available for $1,500 per day, inclusive of travel and incidental costs.

Appendix C: Terms of Use Agreement for Applicants

Terms of Use Agreement for Applicants: The following Terms of Use Agreement will appear on the City's website, and OnePlanetWeb, Inc., shall obtain the prior written approval of the City to change the Terms of Use Agreement.

The Terms of Use Agreement is as follows:

Disclaimer: The City and County of San Francisco, California, is not responsible or in any way liable for any computer hardware or software malfunction that may affect your employment application or the applicant selection process.

Your Responsibilities as the Applicant

1. Before sending your application to the City and County of San Francisco, it is your responsibility to ensure correctness of all information submitted in the application and to print out a copy of the application in the "Review Part" for your records.

2. You are required to

   - Provide a valid email address.
   - Add [email addresses to be determined by the City] to any spam filter or email blocking software as an accepted address.
   - Verify that the confirmation email delivered upon final submission of your application arrives in your email box within one day after final submission.
   - If you do not receive a confirmation email, it is your responsibility to contact the San Francisco Department of Human Resources. If you fail to do so, your application may not be considered for the opening for which you have applied.

3. It is your responsibility to log in to this system with your UserID and password and review the "My Applications" page to view all notices sent to you for each application for which you have applied. The City and County of San Francisco is not responsible for failed delivery of emails or postal mail.

Note: Your application is submitted using secure encryption to ensure the privacy of all information you transmit over the Internet. Cookies must be turned on in your browser in order to use this online application system. Click here for more information about how cookies are used.

APPENDIX D: Confidentiality Agreement

ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

General Information

OnePlanetWeb, Inc. has entered into a contract with the City and County of San Francisco ("City") to provide a hosted application for web-based job application, recruitment, testing and certification/referral services. As part of this contract, OnePlanetWeb, Inc. is required to protect private or confidential information that may be owned, controlled, or disclosed by the City or its employment applicants and to which OnePlanetWeb, Inc. has access. Any OnePlanetWeb, Inc. employee, subcontractor or agent providing services to the City or having access to private or confidential information provided by the City or its employment applicants is required to enter into the Acknowledgement and Confidentiality Agreement ("Confidentiality Agreement") set forth below. Please read the Confidentiality Agreement and take due time to consider it prior to signing.

AGREEMENT

Nature of Project

I, the undersigned employee, subcontractor or agent of OnePlanetWeb, Inc. understand and acknowledge that OnePlanetWeb, Inc. has entered into a contract with the City and County of San Francisco ("City") to provide a hosted application for web-based job application, recruitment, testing, and certification/referral services (the "Project").

Nature of City Confidential Information

I further understand and acknowledge that in connection with the Project, OnePlanetWeb, Inc. its employees, subcontractors and agents will have access to information which may be owned, controlled, or disclosed by the City, its agents, its employees or its employment applicants ("City Confidential Information"). By way of example, City Confidential Information may include, but is not necessarily limited to, (a) identifying data regarding employees or employment applicants (for example, without limitation, applicant names, home addresses or telephone numbers, identifying employment data, age, gender, race or other equal employment opportunity-related information, drivers license information, social security numbers or other identifying designations, job or educational history, criminal history information, and/or financial data); (b) information collected, generated or supplied by the City with respect to an applicant's employment candidacy (for example, without limitation, tests or test results, reference or background information, interview data, rating data, scores, and/or other data reflecting decisions on employment); (c) reports generated or requested by the City in connection with its human resources function; (d) reports generated or requested by the City for the purpose of seeking or carrying out legal advice; (e) information related to the overall security of data entered into, maintained in or transferred from or through the software or other application designed, created, or acquired for the City in connection with the Project (for example, information regarding passwords, access to data, or system design or function which could allow unauthorized users to access identifying data); (f) "Private Information" as defined in Chapter 12M of the San Francisco Administrative Code; and (g) information similar to the information described in (a) through (f) contained in or related to any City human resources systems (whether electronic, computerized or document-based) as to which OnePlanetWeb, Inc. gains access or information in connection with the Project.

No City Employment or Benefits

I further understand and acknowledge that I am not an employee of the City for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the City during the time that OnePlanetWeb, Inc. or I am working on the Project, or performing any services or work related to the Project. I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any contract or agreement between OnePlanetWeb, Inc. and the City.

Preserving and Protecting City Confidential Information

I agree to hold City Confidential Information in the strictest of confidence. I agree not to disclose or use, or induce or assist in the disclosure or use of any City Confidential Information, except as authorized by OnePlanetWeb, Inc. and the City in connection with the Project. I will take reasonable measures to prevent unauthorized persons from having access to, obtaining, or being furnished with any City Confidential Information.

I agree to forward all requests for the release of City Confidential Information received by me to my immediate supervisor. I agree promptly to advise my supervisor of any knowledge that I may have of any unauthorized disclosure or use of City Confidential Information by any other person or by me. I agree to ensure that my supervisor reports such unauthorized disclosure or use to the City Attorney for the City.

I acknowledge and agree that irreparable injury will result to the City and to OnePlanetWeb, Inc. from my violation of any of the terms of this Confidentiality Agreement. I expressly agree that the City and OnePlanetWeb, Inc. each shall be entitled, in addition to damages and any other remedies provided by law, to an injunction or other equitable remedy respecting such violation or continued violation.

I agree that California law will apply to this Confidentiality Agreement. I consent to the exercise of personal jurisdiction over me by the California Superior Court with respect to any dispute arising out of this Confidentiality Agreement. If a court of competent jurisdiction holds any provision of this Confidentiality Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected.

I understand this Confidentiality Agreement continues in effect even after I may cease working on the Project, or terminate employment with OnePlanetWeb, Inc. I agree to return all City Confidential Information to my immediate supervisor upon termination of my employment with OnePlanetWeb, Inc. or upon completion of my work for the Project, whichever occurs first.

Signature_____

Printed Name_____

Position/Title_____

Date_____

Appendix E: System Requirements

A. Core System Requirements:

1. The System shall be completely web enabled and customizable.

2. The System shall be accessible by an unlimited number of City end-users and job applicants.

3. The System shall allow the City's departmental users to access applicant or referral data in real time.

4. The City's data and job applicant and employee data, hereafter referred to collectively as "City data," shall reside on a server at the location determined by Contractor and the City's data shall be separate from data for other agencies. Contractor shall have strong internal security features to ensure that only Contractor's authorized employees have access to the database(s) containing the City's data.

5. The System shall integrate with the City's internet/intranet environment. It is required that the System can be assimilated and offered as new functionality from the Department's web site.

6. Contractor shall provide the capacity in the System to scan resumes, licenses, transcripts, and paper job application forms as filled out by applicants. Fields from the City's current paper application form selected by City and approved by Contractor shall be converted to computer-readable data and used to populate appropriate fields in the System, using a scanning and optical character recognition tool.

7. The System shall not require an applicant to submit a Social Security Number in order to process his/her application. The System must generate a unique System-generated ID number for each applicant. In addition, the System must ensure the confidentiality of applicant's personal data.

8. The System shall contain complex security and access provisions for end users as the Department serves many City departments that conduct their own examinations. The System must contain security rules that City Users (Authorized Users who are City employees) may configure to restrict access to exam files and applicant records by department or by end user.

9. The System shall include job certification and referral functions for a large government agency and a comprehensive competitive examination component.

10. The System shall integrate all aspects of the job application process, including recruitment, application submissions, testing, and referral.

11. The System shall generate all required Equal Employment Opportunity and examination scoring reports.

12. The System shall provide integration with existing current human resources systems at the City, including the City's existing PeopleSoft HRMS application (version 7.51).

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11. The System shall generate all required Equal Employment Opportunity and examination scoring reports.

12. The System shall provide integration with existing current human resources systems at the City, including the City's existing PeopleSoft HRMS application (version 7.51).

13. The System shall be customized to mirror the City's processes and conventions for application and certification of referrals and eligibles.

14. The System shall provide City Users the capability to create and save ad-hoc queries and reports for any module and/or data in the System.

15. The System shall perform routine import and export of data, preferably to and from Microsoft Excel.

B. Requirements for Online Recruitment Module

The System shall:

1. Adhere to City-defined data elements and City-required key data fields.

2. Not require job applicants to provide a Social Security Number to enroll. The System should generate an identification number that will be associated with applicant's information.

3. Ensure that there are no problems with more than one user simultaneously executing a function (such as "Enter").

4. Display only those jobs that are open ("Open Job Announcements"). Provide the capability to Authorized Users sort this information by classification or job groupings, for example: All, Accountant, Administration, Professional, Management, Clerical, Technical, Mechanic, Attorney, Supervisory, and Safety, etc.

5. Display data to provide column header tabs. Tabs should be functional and provide the ability to City Users to sort data in ascending/descending order.

6. Provide online forms and instructions, in plain English, at an eighth grade level.

7. Provide applicants the capability to create, save, update, view, and print a generic job application, coursework, supplemental application materials and resume for later retrieval and use to apply for open positions.

8. Provide capability to store, display, and update, as needed, class specifications and salary information.

9. Provide an automated method to City to proactively inform a pre-defined group of applicants that a recruitment position is open. This automated functionality of informing applicants will be based on skill criteria or classification requirement.

10. Provide the City the ability to manage and purge applicant data.

11. Allow the City the ability to set the number of times an applicant may apply to an electronic recruitment.

12. Provide online "Help" capability and mouse-overs, and other features, as required by the Americans with Disabilities Act.

13. Provide an application format that captures City-required recruitment information from each applicant. Entering applicant data shall be a simple and logical process. The System shall request and store the following information from applicants:

    a. ***Supplemental information as necessary***
    b. ***Coursework***
    c. ***Applicant personal information***
    d. ***References***
    e. ***Experience history***
    f. ***Education***
    g. ***Licenses and certificates***
    h. ***Special skills***
    i. ***References***
    j. ***Resume***
    k. ***Open comment***
    l. ***Equal Employment Opportunity***
    m. ***Convictions/restrictions***
    n. ***In addition, the System should restrict one submission per open announcement for each user.***

14. Provide the capability to City Users to designate recruitment information confidential, when necessary, and restrict access to confidential information to designated end users.

15. Provide an automated email to applicants to confirm a successful submission. This email shall contain the date and time that the application was submitted as well as information on the recruitment.

16. Provide the capability for City Users to print applicant data on System-generated forms that resemble recruitment forms.

17. Provide and facilitate the applicant's ability to acquire free email services from such providers as Yahoo!, Hotmail, AltaVista, etc.

18. Provide City Users the capability to report:

a. Standard Reports – The System shall produce standard human resources activity reports. At a minimum, the System shall provide the following types of reports:
    i. Applications submitted by:
        1. Day, week, month, quarter, etc.
    ii. Job announcement numbers
    iii. Job code numbers
    iv. Equal Employment Opportunity (EEO) Reports
    v. Active accounts
    vi. Inactive account purge reports

19. Allow the City to manage, at a minimum, the following content:
    a. Recruitment open/close dates
    b. Flexible recruitment posting periods
    c. Continuous recruitment
    d. Setup of automatic recruitment expiration and removal from open job listings
    e. Recruitment date extensions
    f. Recruitment special instructions
    g. Recruitment supplemental
    h. Recruitment job announcements

20. Contractor shall provide the City the capacity in the System to scan resumes, licenses, transcripts, and paper job application forms as filled out by applicants. Fields of the paper application form selected by Contractor and approved by City shall be converted to computer-readable data and used to populate appropriate fields in the System, using a scanning and optical character recognition tool.

21. Score an applicant's supplemental immediately after submission and notify applicant, whether by e-mail or electronic message displayed in the System, of her score and current disposition. This capability shall be contained within the System; no import function should be used. This functionality may be turned off or on by the City depending on recruitment needs.

C. Requirements for Examination Module

1. The System shall capture all data elements found in the City's current applicant tracking system.

2. The System shall provide capability to expand the number of data elements required for applicants, as needed.

3. The System shall provide City Users the capability to correspond via email with applicants regarding all stages of the examination process. The System shall retain a copy of correspondence generated.

4. The System shall provide exam planning module for managers to assign and track examinations assignments for recruitment staff. E-mail notification shall be transmitted to City staff when an exam is assigned.

5. The System shall score an applicant's supplemental responses and immediately notify applicant, whether by e-mail or electronic message displayed in the System, of her score and disposition. This functionality may be turned off or on by the City depending on the recruitment needs.

6. The System shall provide City Users the capability to batch applicant records by any data field, and update data fields contained in the batch.

7. The System shall provide City Users the capability to scan and score written, performance, oral, or training and experience exams. The System shall be able to provide raw scores, weighted standard scores, and board-weighted standard scores, as needed.

8. The System shall provide a means of electronically forwarding redacted application and applicant supplemental questionnaires to subject matter experts for review and/or rating.

9. The System shall possess a scheduling component for all examination types. The scheduling process shall have the ability to be randomized, and shall include, but not be limited to, the ability to schedule:
    a. ***One or multiple group(s) of applicants for one exam on one day***
    b. ***One or multiple group(s) of applicants for one exam over many days***
    c. ***One or multiple group(s) of applicants for one board on one day***
    d. ***One or multiple group(s) of applicants for multiple boards on the same day***
    e. ***One or multiple group(s) of applicants for multiple boards over many days***

10. For examination scoring purposes, the System shall provide the following reporting requirements:
    a. ***Adverse impact report by exam (pass point analysis)***
    b. ***Adverse impact report by highest achieved score***
    c. ***Descriptive test statistics (including KR 20, etc.) and graphic displays of test results (e.g., histograms and scatter plots)***
    d. ***Item analysis for each question in a written exam (e.g., discrimination index, biserial correlation, difficulty index)***
    e. ***Item analysis by a pre-defined group***
    f. ***Analysis of variance (ANOVA) report***
    g. ***Standardization of exam scores by population mean***
    h. ***Standardization of exam scores by board mean***
    i. ***Report of missing or unread responses***

11. The System shall provide City Users the capability to print redacted applicant data on System-generated forms resembling existing City application forms for applicant review.

12. The System shall provide City Users the capability to convert scores to a specified range.

13. The System shall provide City Users the capability to purge inactive records.

D. Requirements for Online Referral Module

1. The System shall provide City Users the capability to be modified to reflect the City referral process.

2. The System shall provide integration with the Department's existing PeopleSoft HRMS application to exchange data through automated processes.

3. The System shall provide City Users capability to import amendments made to requisition data in PeopleSoft HRMS, including requisition status and additions/deletions of special conditions.

4. The System shall provide City Users means to change eligibles' status on an eligible list.

5. The System shall provide the capability to compare eligible lists to find individuals:
   a. With matching last and first names
   b. With matching applicant IDs (either System-generated or Social Security Number)

6. The System shall provide City Users the ability to generate a referral of eligibles based on the City's certification rules. The System shall provide flexibility to refer eligibles by rank, score, and/or special skill.

7. The System shall generate a unique identification number for each referral, and capture the user who issued the referral, the date referral was created, the number of eligibles referred.

8. The System shall provide City Users the capability to refer eligibles to departments. Each referral shall contain a copy of the eligible's application. The System shall provide the ability to generate referrals in the following manners:
   a. Issue one referral for a requisition in one job code specific to one department.
   b. Issue one referral for many requisitions in one job code to one department.
   c. Issue one referral for many requisitions in one job code to many departments. (In this instance, multiple copies of the same referral are created based on the number of departments with open requisitions. Each department included in the referral would receive a copy of the referral.)

9. The System shall provide capability to indicate reachable and alternate eligibles on a referral.

10. The System shall provide a "Notes" section where special instructions can be given to departments regarding the referral.

11. The System shall provide automated email notifying department(s) upon successful completion of referral.

12. The System shall provide capability to assign completion date of 45 days after issuance of referral.

13. The System shall provide capability to amend or purge referrals.

14. The System shall provide capability for departments to notify eligibles via e-mail and/or printed letter that a referral has been issued.

15. The System shall provide capability for departments to track eligibles' status on the referral as they proceed through the selection process. The System shall capture an eligible's response to referral notification, eligible inclusion in interview process, and final department selection.

16. The System shall provide an automated email notifying the City that referral/selection is complete.

17. The System shall provide reporting capability:

a. Standard Reports: System shall produce standard referral activity reports. Information on reports shall include, but not be limited to: eligible name, eligible ID number, eligible disposition, eligibility end date, requisition number, department requisition number, department number, department code, job code number, requisition status, work location, work week, work schedule, and special conditions.

18. The System shall provide the following reports:
    a. Referrals issued daily, weekly, monthly, quarterly, etc.
    b. Referrals issued by staff
    c. Referrals issued by Job Code Number
    d. Referrals issued to departments
    e. Completed referrals.

E. System Security, Data Redundancy, Reliability, and Internet Connection

1. The City data shall be maintained in a discrete database, separate from those of the Contractor's other customers, to ensure data security. In addition, Contractor shall ensure that data are backed up daily and offsite to allow a minimal loss of information, and preferably have a Hotsite to minimize the time to complete start up after System failure or disaster. The System shall provide the capability to send supplemental backup copies to the City, at the City's request. In addition, the System shall have an ICSA-certified firewall with secure sockets layer data encryption.

2. The Contractor shall use reasonable methods to prevent against power outages and fire. In addition, the Contractor's data center shall comply under all seismic rating certifications.

F. System Testing, Audit Trail and Security

1. Both the City's and the Contractor's systems administrators shall be able to manage user accounts and user access levels and reset passwords in real time.
2. The System shall be able to track each successful and unsuccessful user login and logout.
3. The System shall use a combination of User ID, Password and Access level function authority. The System shall allow multiple users to be managed under a single group for purposes of account and security administration.
4. The System shall ensure that all City data is protected against unauthorized access and corruption of data.

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2016 SEP -2 AM 9:46
BY

Ben Rosenfield
Controller

Todd Rydstrom
Deputy Controller

September 2, 2016

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached please find an original and two copies of a proposed resolution for Board of Supervisors approval, which would authorize the Office of the Controller to enter into the 10th Amendment to the Agreement with JobAps, Inc. ("JobAps"), exceeding ten years and bringing the contract total to $2,237,020. Pursuant to City Charter, Section 9.118(b), Board of Supervisors approval is required for all contracts or amendments in excess of ten years or requiring anticipated City expenditures of ten million dollars.

This 10th Amendment is essential for the Office of the Controller's eMerge Division support of the City's Human Resources system to maintain the software licenses required for the web-based job application, recruitment, testing, certification and referral services.

The following is a list of accompanying documents (three sets):

- Resolution
- JobAps Contract Amendment 10
- JobAps Original Contract and Amendments 1-9
- Form SFEC-126 for JobAps

The eMerge Division of the Office of the Controller manages the JobAps contract which is essential for the City's Human Resources Department.

Please contact me if you have any questions. You may also direct questions to the Senior Contracts Analyst, Keith Miller at (415) 701-3498 or Keith.Miller@sfgov.org.

Best Regards,

Todd Rydstrom
Deputy Controller

415-554-7500 City Hall • 1 Dr. Carlton B. Goodlett Place • Room 316 • San Francisco CA 94102-4694 FAX 415-554-7466

File No: 160956

FORM SFEC-126
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Government Conduct Code § 1.126)

City Elective Officer Information (*Please print clearly*)	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information (*Please print clearly*)

Name of Contractor: JobAps, Inc.

Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent of more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.

(1) Contractor's Board of Directors: Jenna Berg, Susan Spieler, Arthur Mark Feuerborn
(2) Contractor's Chief Executive Officer: Jenna Berg
(2) Contractor's Chief Financial Officer: Susan Spieler
(2) Contractor's Chief Operating Officer: Michele Gray
(3) Any person who has ownership of 20% of more in the Contractor: Jenna Berg
(4) Any subcontractor listed in the bid or contract: N/A
(5) Any political committee sponsored or controlled by Contractor: N/A

Contractor address: JobAps, Inc., 1604 State Street, Santa Barbara, CA 93101

Date that contract was approved:	Amount of contract: Not to exceed $2,237,020

Describe the nature of the contract that was approved:
In November 2007, the City entered into an Agreement with JobAps, Inc., to obtain a hosted application for a web-based job application, recruitment, testing, certification and referral services. This 10th Amendment will:
1. increase the contract value by $612,350, bringing the new contract total to $2,237,020; and
2. extend the support period from November 27, 2016 to November 26, 2018.

Comments:

This contract was approved by (check applicable)

☐ The City elective officer(s) identified on this form

☑ A board on which the City elective officer(s) serves — San Francisco Board of Supervisors
Print Name of Board

☐ The board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on the form sits

Print Name of Board

Filer Information (*Please print clearly*)	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	Email: Board.of.Supervisors@sfgov.org

Signature of the Elective Officer (if submitted by City elective officer) — Date Signed

Signature of Board Secretary or Clerk (if Submitted by Board Secretary or Clerk) — Date Signed

File #160.
Received in Committee
10/26/16

eMERGE

Amendment 10 to the JobAps, Inc., Hosted Job Application Services Agreement

October 26, 2016

497

Contract History

- Original Contract Date: November 27, 2006.
- Contract Purpose:
  - JobAps provides job applications services including job postings, recruitment, testing, certifications and referrals.
- Amendments
  - Agreement has been amended 9 times to:
    - Customize system to provide greater functionality per the request of the Department of Human Resources.
    - Provide maintenance support services to cover additional years.
- Amendment 10 will extend support services for 2 years.
  - Board approval is required, as proposed exceeds 10 years.

Amendment 10

Maintenance Support expires on November 26, 2016.

Amendment 10 extends support 2 years, to November 26, 2018.

JobAps Maintenance Support includes:

- Quarterly Upgrades
- Debugging
- Disaster Recovery

Amendment 10 Total Cost: $612,350.

	Amendment 9 Fiscal Year 2015-16	Amendment 10 Fiscal Year 2016-17	Amendment 10 Fiscal Year 2017-18	Cost Difference from Fiscal Year 2015-16 to Fiscal Year 2017-18	Average Percentage Increase Per Year After Amendment 9
Annualized Maintenance Support Cost	$246,759	$252,000	$264,600	$17,841	3.56%
Annualized Customization Support Cost	$25,819	$47,875	$47,875	$22,056	42.71%
Annualized Total Cost	$272,578	$299,875	$312,475	$39,897	7.11%

Contract Cost History

Contract	Contract Date	Purpose	Start Date	End Date	Contract Total	Amendment Amount	Software Licenses and Maintenance	Customizations	System Creation and Expansion
Original	11/27/2007	Original Agreement	11/06	11/09	$250,000	-	$97,400	-	$152,600
Amdt. 1	1/20/2009	Maintenance/Customization	-	-	$288,050	$38,050	$33,400	$4,650	-
Amdt. 2	12/1/2009	Maintenance and System expansion	12/09	12/11	$485,000	$196,950	$142,460	-	$54,490
Amdt. 3	1/3/2011	System Expansion and Customization	-	-	$513,000	$28,000	-	$14,500	$13,500
Amdt. 4	8/1/2011	System Expansion	-	-	$543,000	$30,000	-	-	$30,000
Amdt. 5	1/1/2012	Maintenance/Customization	12/11	12/12	$643,000	$100,000	$94,867	$5,133	-
Amdt. 6	8/7/2012	Maintenance/Customization	-	-	$693,000	$50,000	$28,451	$21,549	-
Amdt. 7	1/1/2013	Maintenance/Customization	12/12	12/13	$890,103	$197,103	$193,103	$4,000	-
Amdt. 8	11/1/2013	Maintenance/Customization	12/13	12/14	$1,127,825	$237,722	$211,886	$25,836	-
Amdt. 9	12/1/2014	Maintenance/Customization	12/14	11/16	$1,624,670	$496,845	$447,012	$49,833	-
Amdt. 10	11/27/2016	Maintenance/Customization	11/16	11/18	$2,237,020	$612,350	$516,600	$95,750	-

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