

**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.

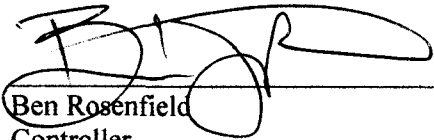
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

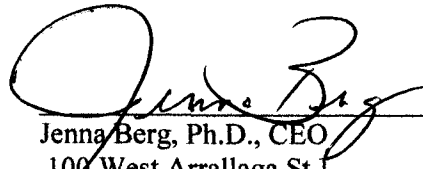
CONTRACTOR

Recommended by:

JobAps, Inc.



Ben Rosenfield
Controller
Office of the Controller




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

City vendor number: 69933
FEIN 77-0550009

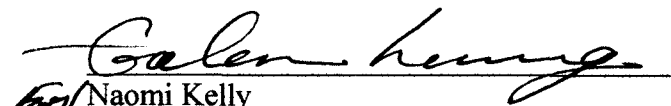
Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

~~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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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
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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 aforementioned 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: _____
Name/Title: _____
Date: _____

Signature: _____
Name/Title: _____
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.