

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

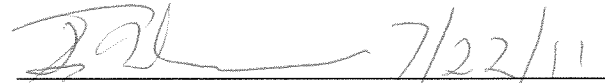
CONTRACTOR

Recommended by:

JobAps, Inc



Ben Rosenfield
Controller
Office of the Controller

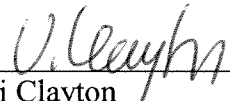


Troy Wintersteen, Executive Vice President
322 E. Arrellaga St.
Santa Barbara, CA 93101

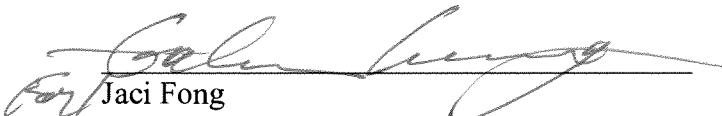
City vendor number: 69933
FEIN 77-0550009

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
Vicki Clayton
Deputy City Attorney

Approved:



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

11/10/11 10:30 AM
SECRETARY



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 PeopleSoft 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> • 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
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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.

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:	
<ol style="list-style-type: none"> 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: Approved
 Rejected

JobAps: Approved
 Rejected

Signature: _____
Name/Title: _____
Date: _____

Signature: _____
Name/Title: _____
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.	