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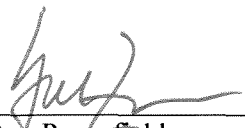
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY   **CONTRACTOR**

Recommended by: JobAps, Inc.

Ben Rosenfield   Jenna Berg, Ph.D., CEO
Controller   100 West Arrallaga St.]
Department of Human Resources   Santa Barbara, CA 93101

                                            City vendor number: 69933
                                            FEIN 77-0550009

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Vicki A. Clayton
Deputy City Attorney

Approved:

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

Appendix A-2

Statement of Work

For Additional Services

December 1, 2009

Table of Contents

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 requisition 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:	☐ Approved	*JobAps:*	☐ 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%.