



AGENDA REPORT

Meeting Date: November 15, 2016
Item Number: D-10
To: Honorable Mayor & City Council
From: Shelley Ovrom, Assistant Director of Administrative Services/Human Resources

Subject: AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND GOVERNMENTJOBS.COM, INC., D.B.A. NEOGOV FOR HOSTING AND OPERATIONS SUPPORT SERVICES FOR RECRUITMENT, SELECTION AND TRACKING SOFTWARE; AND, APPROVAL OF A PURCHASE ORDER CHANGE ORDER IN THE AMOUNT OF \$18,050 FOR ONBOARDING SERVICES.

Attachments:

1. Agreement (301-06)
2. Amendment No. 1 (122-08)
3. Amendment No. 2

RECOMMENDATION

Staff recommends that the City Council approve Amendment No.2 and purchase order change order in the amount of \$18,050 for a total of \$30,650 for FY 2016/2017 between the City of Beverly Hills and GovernmentJobs.com, Inc.,D.B.A NeoGov for hosting and operations support services for recruitment, selection and tracking software.

INTRODUCTION

The City of Beverly Hills has contracted with GovernmentJobs.com (Contractor) since 2006 to provide an online applicant tracking system (NeoGov). The online applicant tracking system is a web based portal where all City job opportunities are advertised, applications are completed, stored and shared with hiring managers. NeoGov is an industry leader for applicant tracking systems in the public sector, and are expanding their services to include additional functionality such as new hire onboarding. In addition to the existing applicant tracking system, Contractor will provide the licenses for the utilization of their onboarding system.

DISCUSSION

Currently, new employees complete new hire paperwork on their first day of employment, which consumes several hours of the orientation program. The onboarding system provides new employees with an interactive tool for reviewing and completing new hire documentation online prior to their first day of employment. This innovative tool significantly eliminates administrative time by creating a paperless process and streamlining the paperwork portion of new hire onboarding. This in turn provides the opportunity to further maximize the time spent with new employees on their first day with the City. By providing automatic reminders and instruction, the system increases form completion rates and ensures successful completion of all new hire documentation. Additionally, the system allows for electronic signatures and internal approval of workflow which will further streamline the hiring and onboarding process. This will provide for a more effective resource allocation in the recruitment and hiring process.

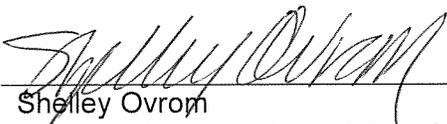
FISCAL IMPACT

The amendment includes a change to the original agreement for additional services and fees. The City currently pays Contractor an annual maintenance fee of \$12,600 for the applicant tracking system. The additional costs for onboarding include a non-recurring fee of \$6,500 for set up, training, and integration and an annual recurring cost of \$11,550, for a total of \$18,050 the first year. The total cost for both applicant tracking and onboarding for fiscal year 2016/2017 is \$30,650. The recurring cost for subsequent fiscal years will be \$24,150 per fiscal year. There is sufficient funding in the Human Resources budget, within the department of Administrative Services, for the expenses related to this additional service.

This agreement is renewed for additional terms equal in duration to the Initial Term of twelve (12) months upon written notice by the City at least thirty (30) days prior to the end of the Renewal Term. To date, the City has spent \$157,798 per the terms of the current agreement.



Don Rhoads
Chief Financial Officer



Shelley Ostrom
Assistant Director of Administrative
Services/Human Resources

Attachment 1

Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this 16th day of August, 2006, by and between GovernmentJobs.com, Inc., a California corporation (d/b/a "NEOGOV"), and the City of Beverly Hills, a California Municipal Corporation ("Customer").

1. Provision of On-line Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in the system overview attached hereto as Exhibit A (the "System Overview"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

(b) Each party shall at all times during the term of this Agreement designate an individual to serve as its project manager, who shall have authority to make decisions on behalf of such party with respect to this Agreement. Each party shall fully cooperate with the other party in connection with the other party's performance of its obligations hereunder.

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

(a) NEOGOV shall provide all required hosting and operations support for the applications described in the System Overview in a centralized facility.

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

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

(a) Customer shall be responsible for providing, at no cost to NEOGOV, the necessary personnel and facilities to meet Customer's obligations hereunder.

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

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

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

4. Ownership, Protection and Security.

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

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

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

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

5. NEOGO V Representations and Warranties.

NEOGO V represents and warrants to Customer that its software will function in the manner described in the System Overview. NEOGO V provides the following warranties to Customer to assure that it's software and/or services provide the performance and functionality described in the System Overview:

(a) *Service Level Warranty.* In the event that Customer experiences any of the service performance issues defined in this section as a result of NEOGO V's failure to provide services, NEOGO V will, upon Customer's request in accordance with paragraph 5. (a) (vi) below, credit Customer's account as described below (the "Service Level Warranty"). The Service Level Warranty shall not apply to any services other than system availability, and, shall not apply to performance issues (i) caused by factors outside of NEOGO V's reasonable control; (ii) that resulted from any actions or inactions of Customer or any third parties; or (iii) that resulted from Customer's equipment and/or third party equipment (not within the sole control of NEOGO V).

(i) *Service Warranty Definitions.* For purposes of this Agreement, the following definitions shall apply only to the Services (not including Professional Services).

(A) "System" shall include the Insight Software System "Insight", such other software and/or software systems utilized by NEOGO V for installation, operation and/or maintenance of Insight, and any and all hardware on which NEOGO V operates or hosts Insight for purposes of providing Service to Customer whether such hosting is provided directly by NEOGO V or by contract with a commercial hosting service.

(B) "Downtime" shall mean sustained System unavailability in excess of three (3) consecutive hours due to the failure of NEOGO V to provide Service(s) for such period. Downtime shall not include any System unavailability during NEOGO V's Scheduled Maintenance of the System, and Services, as described herein.

(C) "Scheduled Maintenance" shall mean a period of time where the System is unavailable to Customer, and/or any third party, in order for NEOGO V to perform maintenance of the System. System maintenance includes, but shall not be limited to (i) adding, modifying, or upgrading equipment software and/or System source code, and; (ii) adding, modifying, or upgrading equipment. NEOGO V

shall provide e-mail notification to Customer's designated contact person of any scheduled maintenance not less than seven (7) days prior to such maintenance event.

- (D) "Service Credit" shall mean an amount equal to the pro-rata annual recurring service charges (i.e., all annual recurring charges) for one (1) day of Service.
- (ii) *Downtime Periods.* In the event Customer experiences Downtime, Customer shall be eligible to receive from NEOGOV a Service Credit for each Downtime period. Examples: If Customer experiences one Downtime period, it shall be eligible one Service Credit. If Customer experiences two Downtime periods, either from a single event or multiple events, it shall be eligible to receive two Service Credits.
- (iii) *Time to Discover Source of Downtime; Notification of Customer.* Within two (2) hours of discovering or receiving notice of the Downtime, NEOGOV will determine whether the source of the Downtime is limited to the System. If NEOGOV determines that the System is not the source of the Downtime, NEOGOV will attempt to determine the source of the Downtime within an additional two (2) hour period. In any event, NEOGOV will notify Customer of the source of the Downtime within sixty (60) minutes of identifying the source.
- (iv) *Remedy of Downtime.* If the source of the Downtime is within the sole control of NEOGOV, NEOGOV will remedy the Downtime within four (4) hours of determining the source of the Downtime. If the source of the Downtime resides outside of the NEOGOV System, NEOGOV will use commercially reasonable efforts to notify the party(ies) responsible for the source of the Downtime and cooperate with it (them) to resolve such problem as soon as possible.
- (v) *Failure to Determine Source and/or Remedy.* In the event that NEOGOV (A) is unable to determine the source of the Downtime within the time periods described herein and/or, (B) along with any hosting service on which Celerity resides is the sole source of the Downtime and is unable to remedy such Downtime within the time period described herein, NEOGOV will deliver a Service Credit to Customer for each two (2) hour period in excess of the time periods for identification and resolution described above.
- (vi) *Customer Must Request Service Credit.* In order to receive any of the Service Credits described herein, Customer must notify NEOGOV via email or regular mail within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.
- (vii) *Remedies Shall Not Be Cumulative; Maximum Service Credit.* The aggregate maximum number of Service Credits to be issued by NEOGOV to Customer for any and all Downtime periods that occur in a single calendar month shall not exceed seven (7) Service Credits. A Service Credit shall be issued in the NEOGOV invoice in the year following the Downtime, unless the Service Credit is due in Customer's final year of service. In such case, a refund for the dollar value of the Service Credit will be mailed to Customer. Customer shall also be eligible to receive a pro-rata refund for (A) Downtime periods for which Customer does not receive a Service Credit and (B) any Services NEOGOV does not deliver to Customer for which Customer has paid.
- (viii) *Termination Option for Chronic Problems.* Customer may terminate this Agreement for cause and without penalty by notifying NEOGOV within five (5) days following the end of a calendar month in the event either of the following occurs: (A) Customer experiences more than fifteen (15) Downtime periods resulting from three (3) or more nonconsecutive Downtime events during the calendar month; or (B) Customer experiences more than forty-eight (48) consecutive hours of Downtime due to any single event. Such termination will be effective thirty (30) days after receipt of such notice by NEOGOV.
- (ix) **THE SERVICE LEVEL WARRANTY SET FORTH HEREIN SHALL ONLY APPLY TO THE SYSTEM PROVIDED BY NEOGOV AND DOES NOT APPLY TO (A) ANY PROFESSIONAL SERVICES; (B) ANY SUPPLEMENTAL SERVICES; (C) ANY SERVICE(S) THAT EXPRESSLY EXCLUDE THIS SERVICE LEVEL WARRANTY (AS STATED IN THE SYSTEM OVERVIEW FOR SUCH SERVICES). THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY NEOGOV TO PROVIDE SERVICE(S).**

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

(c) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

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

6. **Publicity.** In providing the City with the services and license to use the software, NEOGOV reserves the right to identify the City as a client of NEOGOV and a user of the software provided that such identification is limited to listing or identification as follows: "City of Beverly Hills". NEOGOV shall not make any statement regarding City or related to City's use of the software without the prior written consent of the City Manager or his designee.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the State of California, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. **Liability Limitations.**

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material

supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) **OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. Term and Termination.

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

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

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party.

(d) Within thirty (30) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL) The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database.

10. Payments.

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

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

11. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

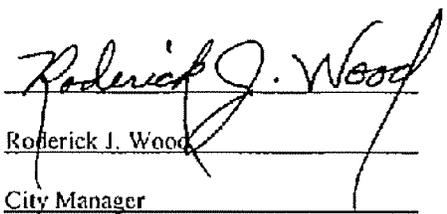
12. Piggyback Clause. It is understood and agreed by Customer and NEOGOV that any local governmental entity may

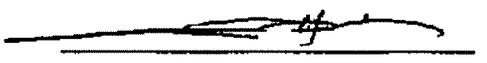
purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of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

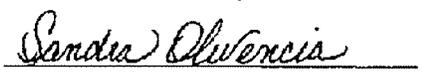
13. Miscellaneous. Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound.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

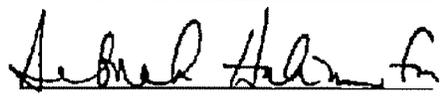
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

By: 
Name: Roderick J. Wood
Title: City Manager

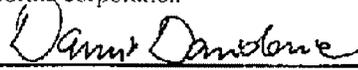
By: 
Name: Scott G. Miller
Title: Director of Administrative Services CFO

By: 
Name: Sandra Olivencia
Title: Director of Human Resources

By: 
Name: Laurence S. Wiener
Title: City Attorney

Government.Jobs.com, Inc., a California corporation

By:



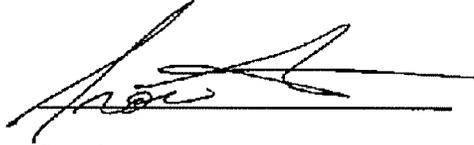
Name:

Damir Davidovic

Title:

President

By:



Name:

Scott Letourneau

Title:

Secretary

EXHIBITS

Exhibit A: Software System Overview

NEOGOV's solution for your recruitment, selection, and applicant tracking initiative is Insight Enterprise. It is a proven, easy-to-use web-based software solution that can be quickly implemented, provides for future workflow automation, and saves in development, maintenance, and administrative expenses. Because Insight Enterprise is web-based, there is no need for you to buy and maintain additional hardware, software, or bandwidth; upgrades are included and occur in real time, ensuring that you always have the most up-to-date functionality.

Insight Enterprise is designed to address five major areas of Human Resource activities including recruitment, selection, applicant tracking, reporting and analysis, and HR automation. Some of the high-level capabilities are listed below:

Recruitment

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

Selection

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

Applicant Tracking

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

Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 50 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

* Cost of the scanner is not included unless listed on Exhibit B

* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included unless listed on Exhibit B

Overview - NEOGOV Insight Enterprise Edition

Specifically designed to meet unique needs of public sector agencies, NEOGOV Insight Enterprise Edition continues our relentless mission of enabling organizations to maximize their operating capabilities by eliminating the burdens of software ownership. Turning the conventional model of software ownership on its head, Enterprise Edition allows you to easily simplify and standardize your most complex human resource operations through a single online solution that can be rapidly deployed across multiple departments and divisions — without requiring you to purchase or install a single line of code.

The Best of Both Worlds

With Enterprise Edition, you get the best of both worlds: the power to support large organizations, with the ease of use and quick ROI of Insight Enterprise Edition. In addition to all of the benefits of NEOGOV Insight Standard Edition, Enterprise Edition uniquely provides advanced functionality for automating requisition, selection, and applicant tracking processes.

Enterprise Edition also introduces a built-in Enterprise Infrastructure with advanced customization, integration, and administration tools capable of supporting large-scale deployments. Among other capabilities, these tools allow you to:

- Customize for various workgroups, departments, and divisions
- Integrate with other key business applications using industry-standard interfaces
- Easily administer usage across hundreds of users inside and outside the organization

Plus, there's great news for Standard Edition customers who are ready to take advantage of Enterprise Edition's advanced capabilities: The upgrade path is seamless and immediate.

Forget what you've heard about conventional software upgrades. With NEOGOV Insight, your agency-specific customizations don't mean you have to stop doing business for a re-implementation. When your growing human resources needs require Enterprise Edition, we'll simply give you an instant upgrade, so you can focus on maintaining your organization.

Enterprise Class Functionality

Because of increasing demands on human resource organizations, Insight Enterprise Edition additionally provides functionality uniquely designed to address these needs:

- **Reporting:** Insight Enterprise Edition provides a broad array of reporting capabilities, including pre-configured (canned) requisition and applicant status reports, cost-per-hire and time-to-fill reports, and EEO compliance reports. Easy to use Ad-Hoc reporting tools are also available that enable non-technical individuals to create 100% customized reports through a step-by-step report generation wizard.
- **Flexibility:** Unlike most recruitment, selection, and applicant tracking solutions, Insight Enterprise Edition enables you to quickly and easily customize fields on forms, tailor auto-generated messages, update workflow and approval processes, and modify the look and feel of the application through a step-by-step system configuration wizard.
- **HRIS Integration:** Insight Enterprise Edition can seamlessly integrate with HRIS systems such as PeopleSoft, Oracle, SAP, ADP, Lawson, and others to deliver true end-to-end functionality, and the cost-savings that result from the elimination of unnecessary data-entry.

Recruitment - NEOGOV Insight Enterprise Edition

Insight Enterprise Edition recruitment capabilities enable you to immediately boost the efficiency and effectiveness of your recruitments by increasing the visibility of your job announcements while reducing the effort it takes to create and manage them.

Create announcements quickly. Attract applicants nationwide. Post announcements to your agency's website without effort. Reduce your advertising costs by as much as 75%. Increase the number of applications you receive by 33% while reducing processing time by 90%. This is what our customers achieve with Insight Enterprise Edition.

Among other benefits, Insight Enterprise Edition recruitment allows you to:

- Accept job applications online

Agencies using NEOGOV Insight typically receive over 75% of their applications online. Every application received via the Internet is automatically and securely stored in the applicant database and is immediately accessible by your staff.

- Create and post job announcements quickly

The patent-pending job posting process has been proven to reduce staff-hours required to advertise a position to less than 1 hour--saving your agency thousands of dollars. NEOGOV Insight will help you advertise more quickly and efficiently, which can drastically reduce your time-to-hire.

- Attract "passive" applicants with automatic job interest cards

In today's world, most applicants look for jobs on the web. What happens when a prospective applicant visits your website and you aren't recruiting for a job in their field? Studies show they leave and never return--hold onto them with the automatic job interest card system. Applicants can enter their contact information for any one of your agency's jobs and will be notified automatically when you open it for recruitment.

- Proactively search your applicant database

Proactively search your entire applicant database for a particular skill, education, etc., using Insight Enterprise Edition's proprietary CandidateMatch™ tool.

- Post job descriptions to your website

Automatically "post" your job descriptions (class specifications) to your website. This gives applicants the ability to easily find jobs they might be interested in even though you may not be recruiting for that position at that time.

- Recruitment and examination planning

As the saying goes, "those who fail to plan, plan to fail." Armed with comprehensive recruitment planning functionality, you have the tools you need to recruit more effectively.

Selection - NEOGOV Insight Enterprise Edition

Your agency's success is directly related to your ability to identify and hire the most qualified applicants. A critical piece to this success is to provide your staff with proven tools to effectively and efficiently screen and identify the most qualified applicants.

Insight Enterprise Edition facilitates applicant selection by providing your staff with the tools necessary to quickly and accurately screen and identify the most qualified applicants.

Among other benefits, Insight Enterprise Edition Recruitment application allows you to:

- Easily create and manage supplemental questionnaires

Quickly and easily create job specific supplemental questionnaires by "adding" them to your online announcement from the supplemental question item bank. Use this ability to expand your current supplemental questions to gather and report on information such as "how did you hear about this position." Responses are automatically captured in the system, which eliminates data entry and is fully reportable.

- Screen applicants automatically as they apply

Dramatically reduce the time it takes staff to review and screen applications with automatic scoring. Applications can be screened for education, experience, desirable qualifications, etc. Simply define a scoring plan and let the software do all the work.

- Supplemental question item bank

Create and manage a central repository of supplemental questions using your own item bank. Questions are created and stored once so they can be leveraged for future recruitments. Statistics are gathered on each item in order to check for validity, reliability, etc.

- Define and store scoring plans

Quickly and easily create simple or complex examination scoring plans including tests and sub-tests.

- Test processing

Input test results via OMR scanner (Scantron), keyboard, or comma separated values (.csv) import file.

- Test analysis and pass-point setting

Analyze test results to perform pass-point analysis, check for adverse impact, and applicant flow.

- Score, rank, and refer applicants

Use advanced functionality to rank applicants by score, weighted score, or band. Adjust scores and ranking by applying veteran's or promotional points for each eligible list. Filter the referral list using agency defined fields such as work location and skill codes.

Applicant Tracking - NEOGOV Insight Enterprise Edition

Most agencies today are fed up with their DOS-based applicant tracking system, use an ineffective home-grown Access/Excel based-system, or simply "get by" without a system altogether. Insight Enterprise Edition's applicant tracking provides you with a user-friendly, intuitive interface that your employees will quickly adapt to, powerful applicant tracking abilities that your agency demands, and the security to know that your applicant tracking data will remain intact.

Agencies nationwide are making the switch from their existing systems to Insight Enterprise Edition because Insight provides them with the tools and usability that they have been without for years.

Among other benefits, Insight Enterprise Edition Recruitment application allows you to:

- Track applicants by step/hurdle

If your current applicant tracking system makes it difficult to easily view applicant progress through recruitment evaluation steps, Insight's refreshing web-based interface makes it easy to clearly view applicant progress throughout the entire recruitment process. Simply click on the appropriate links to view applicant progress, adverse impact reports, applicant flow, and applicants who passed/failed each step.

- Generate email and hard-copy notifications

In seconds you can generate applicant notifications either via email or hardcopy in Word or WordPerfect. For applicants who provide an email address on their hardcopy application, or apply online, you can generate and distribute email notifications, significantly reducing postage, printing, and mailing costs.

- Schedule written, oral, and other exams

Easily schedule and track applicant exam dates and locations. Insight's user-friendly interface makes it easy to manage applicant exam information.

- Automatically maintain detailed applicant history

With all of your applicant information in one repository, Insight makes it easy to easily and clearly view the applicant history for any of your applicants in the system.

- Track applicant skills

When trying to fill positions, the information stored in your database is crucial. With Insight, you can effectively gather and search on applicant information such as skills.

Reporting and Analysis - NEOGOV Insight Enterprise Edition

Insight Enterprise Edition includes a robust, yet easy-to-use reporting and analysis tool that allows any user to run standard reports or create customized reports to gain valuable insight into your recruitment, selection, and applicant tracking data and processes. With an intuitive interface, your users can create new reports on the fly — without requiring any IT or programming resources. In addition, you can easily export data to Microsoft Excel™ or CSV files for additional analysis or integration with external information.

Our full-featured reports (including over 60 standard reports) include a variety of pre-set and custom options that give agencies the ability to find, track, and measure data critical to understanding the health of your organization— and ultimately your success.

Applicants:

- Collect and report on EEO Data

Complete EEO data and statistics is at your fingertips via a user-friendly graphical or data oriented presentation

- Analyze and report applicant flow

Quickly identify applicant flow for your entire organization or each recruitment by gender and ethnicity. Additionally, the web-based interface allows you to “drill down” into the applicant flow to quickly view and report on reject reasons.

- Analyze and report on key metrics

Analyze and report on key hiring metrics including number of applications received, application source, number of eligible applicants, number of applicants referred, etc.

Recruitments:

- Track and analyze recruiting costs

Quickly identify how much your agency is spending on recruiting. Report on how much you spend by department, job class, time period, etc.

- Track and analyze staff workload

Identifies which of your staff is recruiting most often and maybe even more importantly, most effectively.

Workload:

- Track and analyze staff workload

Generate reports detailing what recruiters, analysts, and other staff members are working on. Identify the workload placed on your staff so that you can effectively manage your staff and distribute work evenly.

Effectiveness:

- Measure applicant quality

Track and analyze the quality of the applicants you refer to your hiring managers. Insight Enterprise Edition can exchange data with your HRIS and performance tracking system for further validation.

- Track and analyze hiring metrics

Generate reports on the fly such as Cost-Per-Hire, Days Between Certification and Hire, Requisition Time to Fill by Analyst, and much more.

HR Automation - NEOGOV Insight Enterprise Edition

Insight Enterprise Edition’s HR automation enables your agency to significantly reduce time and effort required to complete many paper-driven and labor intensive processes such as requisitions, data entry, and eligible list referrals. Empower your agency to spend less time processing and more time identifying and hiring the best applicants.

Use ICR scanning to eliminate all data entry. Automatically route and track requisitions electronically. Eliminate all paper transfer between departments and HR. Increase internal customer satisfaction. Enable hiring managers with instant, online access to all referred applicant information.

Among other benefits, Insight Enterprise Edition Recruitment application allows you to:

- Create and route job requisitions

Improve internal customer satisfaction, reduce time-to-hire, reduce cost-per-hire by eliminating your paper driven requisition (request to fill) process. Insight Enterprise Edition includes the Online Hiring Center (OHC) where line departments can create, route, and approve requisitions in real time. The old paper process that could weeks can now be completed in less than one day. Additionally, both HR staff and the authorized department users can view the progress of the requisition without picking up the phone or emailing everyone to find out the requisition status.

- Refer certified applicants electronically

Because you can refer applicants from your eligible lists to hiring managers electronically (including application materials) using the Online Hiring Center (OHC), the need to find paper applications, photocopy, and mail the hardcopy material to the hiring manager is eliminated. Hiring managers can also request more names from the eligible list using the OHC, making the process simple, reducing the risk of losing requests, and reducing the overall time-to-hire.

- Scan paper application materials

Hardcopy application materials can be scanned, stored, and associated to the applicant record. Now, all the applicant information (whether received online or hardcopy) is accessible anywhere, anytime.

- Eliminate data entry with Intelligent Character Recognition (ICR) scanning (optional)

Eliminate manual data entry of applicant demographic information from hardcopy applications with ICR scanning. Scan hardcopy applications into Insight Enterprise Edition and the ICR scanning engine will convert the handwritten text into electronic data. Now, you can truly leverage your staff for more cost effective tasks than data entry.

Order Form

Exhibit B: Order Form

Customer:

Bill To:

<u>Human Services</u> <u>City of Beverly Hills</u> <u>455 North Rexford Dr. Suite 210</u> <u>Beverly Hills, CA 90210</u> <u>Attn: Sheryl Jacobson</u>		<u>Human Services</u> <u>City of Beverly Hills</u> <u>455 North Rexford Dr. Suite 210</u> <u>Beverly Hills, CA 90210</u> <u>Attn: Sheryl Jacobson</u>	
<u>Quote Date:</u>	<u>4/12/06</u>	<u>Revision:</u>	<u>1</u>
<u>Valid From:</u>	<u>4/12/06</u>	<u>Order Number:</u>	
<u>Valid To:</u>	<u>7/1/06</u>	<u>Initial Term:</u>	<u>12 Months</u>
<u>Requested Service Date:</u>	<u>7/1/06</u>		

Order Summary

<u>Line</u>	<u>Description¹</u>	<u>Annual Recurring Cost</u>	<u>Non-Recurring Cost</u>
<u>1.0</u>	<u>Insight Enterprise Edition</u>		
<u>1.1</u>	<u>Subscription License</u>	<u>\$12,600.00</u>	
<u>1.2</u>	<u>Provisioning</u>		<u>\$20,000.00</u>
<u>1.3</u>	<u>Training</u>		<u>\$10,000.00</u>
<u>Sub Total:</u>			<u>\$30,000.00</u>
<u>Order Total:</u>			<u>\$42,600.00</u>

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

Order Detail

1.0 Insight Enterprise Edition

1.1 License Subscription

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

Recruitment

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

Selection

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

Applicant Tracking

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

Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 70 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials
- Eliminate data entry with Intelligent Character Recognition (ICR) scanning (optional)

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

Unlimited Customer Support (9:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 9:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software

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

1.2 Provisioning

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

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- NEOGOV will conduct eight hours of on line instructor led training. NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
 - Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
 - Configure printable job bulletin
 - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
 - Establish the Agency's Insight Enterprise production environment

1.3 Training

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

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

Order Form

Order Form Terms and Conditions:

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

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and Licenses

- One hundred percent (100%) of the annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$12,600)

Software Provisioning for first half of Insight Enterprise

- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$10,000.00)

Completion of Training

- One hundred percent (100%) of the training price is payable within thirty (30) days of completion of training. (\$10,000.00)

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

- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days following the thirty day post-training period. (\$10,000.00)

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

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

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

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

<u>Customer</u>		<u>NEOGOV, Inc.</u>	
Signature:	<u><i>Sandra Oliveria</i></u>	Signature:	<u><i>Damir Davidovic</i></u>
Print Name:	<u>SANDRA OLIVERIA</u>	Print Name:	<u>DAMIR DAVIDOVIC</u>
Title:	<u>Human Resources Director</u>	Title:	<u>President</u>
Date:	<u>7/28/06</u>	Date:	<u>7/3/06</u>

Attachment 2

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND GOVERNMENTJOBS.COM, INC. D.B.A. NEOGOV FOR HOSTING AND OPERATIONS SUPPORT SERVICES FOR RECRUITMENT, SELECTION AND TRACKING SOFTWARE

This Amendment No. 1 is to that certain Agreement, dated August 16, 2006, and identified as Contract No. 301-06, a copy of which is on file in the office of the City Clerk, between the City of Beverly Hills (hereinafter called "City") and GovernmentJobs.com, Inc. d.b.a. Neogov, (hereinafter called "Contractor") for hosting and operations support services for recruitment, selection and tracking software ("Agreement").

RECITALS

A. City entered into a written agreement, dated August 16, 2006, for hosting and operations support services for recruitment, selection and tracking software.

B. City desires to amend the term of the Agreement for one year with additional one year extensions.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section 1. Paragraph 9 of the Agreement, entitled "Term and Termination" shall be amended to read as follows:

"9. Term and Termination

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

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer issues a City approved purchase order to NEOGOV.

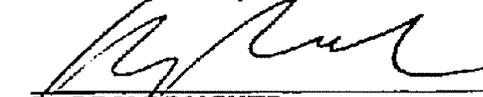
(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other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

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

Section 2. Except as expressly modified by this Amendment No. 1, all of the provisions of the Agreement between the City of Beverly Hills and GovernmentJobs.com, Inc., dated August 16, 2006, shall remain in full force and effect.

Executed this 15th day of April, 2008, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation



BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:



BYRON POPE
City Clerk

CONSULTANT:
GOVERNMENTJOBS.COM, INC.



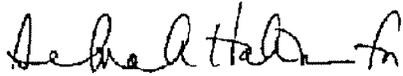
DAMIR DAVIDOVIC
President



SCOTT LETOURNEAU
Corporate Secretary

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



RODERICK J. WOOD
City Manager



SCOTT G. MILLER
Director of Administrative Services/Chief
Financial Officer



SANDRA OLIVENCIA
Assistant Director of Administrative Services -
Human Resources

Attachment 3

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE CITY
OF BEVERLY HILLS AND GOVERNMENTJOBS.COM, INC.
D.B.A. NEOGOV FOR HOSTING AND OPERATIONS SUPPORT
SERVICES FOR RECRUITMENT, SELECTION AND TRACKING
SOFTWARE

This Amendment No. 2 is to that certain Agreement between the City of Beverly Hills (hereinafter called "City") and GovernmentJobs.com, Inc. d.b.a. Neogov, (hereinafter called "Contractor"), dated August 16, 2006, and identified as Contract No. 301-06, and amended by Amendment No. 1, dated April 15, 2008, and identified as Contract No. 122-08, for hosting and operations support services for recruitment, selection and tracking software ("Agreement").

RECITALS

A. City entered into a written agreement, dated August 16, 2006, for hosting and operations support services for recruitment, selection and tracking software.

B. City and Contractor previously amended the Agreement and the parties desire to further amend the Agreement to add additional services and increase the compensation for such services.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section 1. Exhibit B-1, entitled "ADDENDUM ORDER FORM" shall be added to Exhibit B: Order Form, as attached hereto and incorporated herein.

Section 2. Except as expressly modified by Amendment No. 1 and this Amendment No. 2, all of the provisions of the Agreement between the City of Beverly Hills and GovernmentJobs.com, Inc. shall remain in full force and effect.

Executed this ____ day of _____, 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of Beverly Hills, California

ATTEST:

_____(Seal)
BYRON POPE
City Clerk

GOVERNMENTJOBS.COM, INC.



JOHN CLOSS
Finance Manager

[Signatures continue]

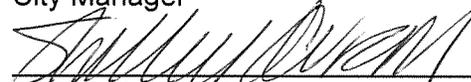
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager



SHELLEY OSTRUM
Assistant Director of Administrative
Services/Human Resources



SHARON L'HEUREUX DRESSEL
Interim Risk Manager

EXHIBIT B-1

ADDENDUM ORDER FORM

For purposes of this Exhibit, Customer shall mean City.

ORDER FORM

Customer:

Bill To:

<u>City of Beverly Hills, CA</u>		<u>Attention: Karine Shirinian</u> <u>Address: 455 N. Rexford Dr., Ste. 310</u>	
		<u>Phone: 310-285-1075</u> <u>Email: kshirinian@beverlyhills.org</u>	
<u>Quote Date:</u>	12/22/15	<u>Valid To:</u>	<u>2/29/16</u>
<u>Requested Service Date:</u>	TBD	<u>Initial Term:</u>	<u>12 Months with annual renewal option</u>

Order Summary: An ongoing 15% discount off the annual license will be provided if Onboard is purchased by 2/29/16

2015-2016:

<u>Line</u>	<u>Description¹</u>	<u>Annual Recurring Cost</u>	<u>Non-Recurring Cost</u>
1.0	Onboard (ON)		
1.1	Subscription License (Includes ongoing 15% discount off the annual license if contract is signed by 2/29/16.)	\$11,050.00	
1.2	Setup and Implementation		\$2,000.00
1.3	Training		\$2,000.00
3.0	Onboard API Integration with HRIS/Financial System (Optional)	\$500.00	\$2,500.00
Sub Total:		\$11,500.00	\$6,500.00
Order Total:			\$18,050.00

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

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

Customer Support — Support shall be provided to the Customer both on-line and by telephone Monday — Friday, 6:00 AM — 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software - Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout.

July 1, 2016 – June 30, 2020:

<u>Line</u>	<u>Description²</u>	<u>Annual Recurring Cost</u>	<u>Non- Recurring Cost</u>
1.0	Onboard (ON)		
1.1	Subscription License (Includes ongoing 15% discount off the annual license if contract is signed by 2/29/16.)	\$11,050.00	
1.2	Setup and Implementation		\$2,000.00
1.3	Training		\$2,000.00
3.0	Onboard API Integration with HRIS/Financial System (Optional)	\$500.00	\$2,500.00
Sub Total:		\$11,500.00	\$6,500.00
Order Total:			\$18,050.00

² More detailed descriptions of the licenses and/or services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

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

Customer Support — Support shall be provided to the Customer both on-line and by telephone Monday — Friday, 6:00 AM — 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software - Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout.

Order Detail**1.0 NEOGOV Onboard (ON)****1.1 ON Subscription License**

The annual license for the NEOGOV Onboard Software includes the following:

- Electronic Employee File
- W4
- I9
- Configurable Workflow
- Task Manager
- Employee data upload
- Attachments
- Custom Forms* (Includes up to 3 forms max. Refers to forms with fillable PDF background image.)
- Dynamic Forms* (Includes up to 5 forms. Refers to forms with no background image. Additional forms can be purchased for \$595 each.)

*A cost of \$150/hour will be charged for changes made to forms after implementation.

2.0 NEOGOV Perform (PE)**2.1 PE Subscription License**

The annual license for the NEOGOV Performance Evaluation Software includes the following:

- Configurable Performance Evaluations
- Goal Library
- Shareable Competency Content
- Org Charts
- Configurable Workflow
- Form Templates
- Configurable Rating Scales
- Goal Hierarchy
- Writing Assistant

3.0 Onboard & Perform API Integration with HRIS/Financial System

NEOGOV provides a RESTful Web Service API for integrations built on standard technology. The Web Service API can be used to add, update, and retrieve records from your NEOGOV system in real-time. The service supports XML and JSON message formats. The API is well documented. Documentation on usage and best practices for leveraging the API for an optimum, low cost integration will be provided during the integration process.

NEOGOV Setup and Implementation

The following activities are conducted as part of the NEOGOV implementation:

- Review the project kick off tutorial for information on the project timeline, deliverables, and establish project expectations.
 - NEOGOV will provide access to training materials that may be used during training and post-training to allow the Customer to learn the system and begin defining new roles, responsibilities, or activities within the Organization.
 - NEOGOV will establish the Customer's production environment.
-

ADDENDUM

NEOGOV™

NEOGOV Training

NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All customers shall have full access to the associated training for the proposed platform.

NEOGOV's pre-built, online training consists of a series of web courses and hands-on exercises designed to introduce the standard features and functions. All training items may be used as reference material to conduct day-to-day activities. The pre-built, online training includes materials designed to allow Customer led training sessions.

Order Form Terms and Conditions:

The Customer agrees that the payment schedule is as follows:

Provide all required software and licenses

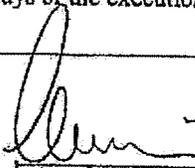
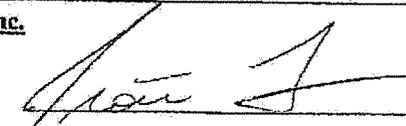
- One hundred percent (100%) of the annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$11,550.00)

Setup and Implementation

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$4,500.00)

Training

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$2,000.00)

<u>Customer</u>	<u>NEOGOV, Inc.</u>
Signature: 	Signature: 
Print Name: <u>Karine Shirinian</u>	Print Name: <u>Scott Letourneau</u>
Title: <u>Org. Dir. Manager</u>	Title: <u>President</u>
Date: <u>2/9/16</u>	Date: <u>2/11/16</u>