

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
GOVERNMENT JOBS, INC. DBA NEOGOV  
FOR FISCAL YEARS 2018-2019 THROUGH 2023-2024**

This Agreement, entered into this 19 day of February, 2019 by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Government Jobs, Inc. dba NEOGOV, a California corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Human Resources Department desires to retain the services of a qualified professional to provide job application, performance evaluation, onboarding and training management systems; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the services required by COUNTY.

WHEREAS, COUNTY wishes to end the previous Agreement entered into on May 8, 2014 and enter into this new Agreement for continued and expanded services from CONTRACTOR; and

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the Human Resources Director or designee thereof, hereinafter referred to as HR Director.

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect for two (2) years. This Agreement shall be automatically renewed for three (3) additional periods of one (1) year, up to a maximum of five (5) years, unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days

advance written notice. Such notice shall state the effective date of the termination.

- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY under the five year term for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Seven Hundred Thirty-Seven Thousand, Five Hundred Ninety dollars (\$737,590.00) CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY annual invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, HR Director and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Human Resources Department  
Attention: Director of Human Resources  
825 5<sup>th</sup> Street  
Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Human Resources Department  
Attention: Director of Human Resources  
825 5<sup>th</sup> Street  
Eureka, CA 95501

CONTRACTOR: Government Jobs, INC. dba NEOGOV  
Attention: John Closs, Controller  
300 Continental Blvd. Suite 565  
El Segundo, CA 90245

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting

practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:

1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
  2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this Agreement shall not affect coverage

provided to COUNTY or its agents, officers, officials, employees and volunteers.

6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other available remedies, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

CONTRACTOR: Government Jobs, INC. dba NEOGOV  
Attention: John Closs, Controller  
300 Continental Blvd, Suite 565  
El Segundo, CA 90245

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall



be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or standard referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date thereof.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms of this Agreement.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

25. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

26. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such information, writings and documents to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to HR Director.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL:

The duties and obligations of the parties set forth in Section 3D – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto, or any exhibit to this Agreement, and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

37. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. PRIOR AGREEMENT:

COUNTY and CONTRACTOR agree that the prior agreement of May 8<sup>th</sup>, 2014 is hereby terminated and replaced with this Agreement.

38. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the


other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**GOVERNMENT JOBS, INC. DBA NEOGOV**

By:  \_\_\_\_\_

Date: 1/28/19

Name: Share Evangelist

Title: CEO


By:  \_\_\_\_\_

Date: 1/28/19

Name: John Cross


Title: Controller

**COUNTY OF HUMBOLDT:**

By:  \_\_\_\_\_  
Rex Bohn  
Chair, Humboldt County Board of Supervisors

Date: 2/19/19

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:  \_\_\_\_\_  
Risk Management

Date: 02/07/2019

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Implementation Overview

## EXHIBIT A SCOPE OF SERVICES

### 1. Description of Services.

- (a) Insight Enterprise (IN). Insight Enterprise (IN) is designed to address five major areas of human resource activities including recruitment, selection, applicant tracking, reporting and analysis, and HR automation. As described below, Insight Enterprise (IN) enables agencies to post class specifications online, post job announcements on County websites, accept online applications, conduct applicant tracking including EEO and other statistical analysis, create email/hardcopy applicant notices, complete item analysis, create/route/approve requisitions and hire actions online, and certify eligible lists electronically. A subscription to Insight Enterprise (IN) will include the following:

#### Recruitment:

- Online job application
- Configurable Career site
- Automatic online job interest cards
- Recruitment and examination planning

#### Selection:

- Configurable supplemental questions
- Define unique automatic scoring plans
- 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
- Candidate self-service portal for scheduling and application status

#### Reporting and Analysis:

- 90 standard system reports
- Ad hoc reporting tool

#### Career Pages:

- NEOGOV will provide the URLs for the Career Pages, which the County will use to advertise on their website. County will need to change the IP addresses for the following three County website links (NEGOV will provide the new link addresses):
  - Job openings
  - Promotional job openings
  - Transfer Job openings
  - Class Specifications
  - Job Interest Cards

#### HR Automation:

- Automatically route job requisitions and hire actions for approval
- Automatically score and pass/fail applicants based on scoring plans
- Automatically email users when there are candidates sent to them for review
- Automatically email jobseeker job interest card notices for jobs posted on the main job openings page

#### Optional Integrations:

- County may export data from and to Insight Enterprise (IN) to integrate with other systems. Specifications regarding optional, for cost, NEOGOV integrations can be made available to County, including:
  - Configure New Hire Export Interface
  - Configure Position Control Import Interface
  - Class Spec Interface
  - Employee Integration
- As part of each such integration, NEOGOV shall:
  - Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings.
  - Provide Integration Worksheets and/or guides.

#### Insight Training:

- NEOGOV will create a County-specific training environment for Insight Enterprise (IN), which is used by County during training and afterwards to train in prior to moving into production.
- County will have full access to the demo/training environment setup for Insight Enterprise (IN).
- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
- NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow County led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the County's actual recruitment processes after go-live.

- (b) GovernmentJobs.com Job Posting Subscription. A subscription to GovernmentJobs.com Job Posting Subscription will include the following functionality:

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings
- Note: Jobs advertised on the promotional and transfer webpages are not advertised on GovernmentJobs.com as these are typically for internal employees.

- (c) Perform (PE). Perform (PE) is designed to address the major areas of human resource activities centered around employee performance management. As described below, Perform (PE) includes built-in workflow for business processes, configurable tasks, performance evaluations and reports. A subscription to Perform (PE) will include the following:

- Configurable Performance Evaluations
- Ability to build Library of Goals, Competencies, and Writing Assistants
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows

- Scored and Non-scored Rating Scales
  - Log of Performance Observations throughout the year
  - Peer Reviews & Multi-rater capability
  - Configurable Email Notifications
  - Automatic Evaluation Creation
  - Ability to perform actions in bulk for Employees & Evaluations
- (d) **Onboard (ON).** Onboard (ON) is designed to facilitate the onboarding process for new hires. As described below, NEOGOV maintains standard forms as part of the annual subscription. Agencies shall maintain any custom forms created by County. A subscription to Onboard (ON) will include the following functionality:
- Electronic Employee File of Onboard forms
  - Federal I9 and W4 forms
  - Checklists of tasks to create specific Onboard process by position, department, division or class spec
  - Configurable new hire portal
  - Ability to promote, rehire and offboard employees (task assignment based on new position)
  - Global form bank
  - Configurable Email Notifications
  - Automation of Onboard process
  - Build your own Onboarding forms. Onboard (ON) includes Federal I9 and Federal W4 forms which are updated as new versions are released. Additional forms or form maintenance is available from NEOGOV at the following cost:
    - Background forms \$295 per form
    - Dynamic Forms \$195 per form
    - Updates to existing forms \$200 an hour
- (e) **Learn (LE).** Learn (LE) is designed to provide a seamless experience for organizations to train and develop employees. LE addresses the critical need of organizations to ensure completion of required trainings. By tracking both in-person and online training in one central place, organizations can improve employee performance and safety and reduce risk and liability claims. A subscription to Learn (LE) will including the following:
- Create, schedule, enroll learners in, and track completion of online and in-person, classroom trainings
  - Ability to upload SCORM course content files
  - Certificates after course completion
  - Learner transcripts & class rosters
  - Course catalog with configurable categories for learners to browse
  - Centralized dashboard that displays all required and elective trainings (online and in-person) that employees are enrolled in
  - Hundreds of "off-the-shelf" online courses
  - Learn Setup and Implementation will include the following activities:
    - NEOGOV will work with County staff to understand the existing processes, as well as other workforce business practices, where applicable.
    - NEOGOV will establish County's production environment.
    - All NEOGOV products will be implemented off-site.
- (f) **NEOGO Training.**
- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
  - NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions and may be used as reference material by the staff conducting day-to-day activities.
- (g) **NEOGO Implementation.** The following activities will be conducted as a part of the Services:
- County to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
  - NEOGOV will work with County staff to understand the existing processes as well as other workforce business practices where applicable.
  - NEOGOV will establish County's production environment.
  - All NEOGOV products will be implemented off-site. County may integrate NEOGOV solutions with other systems using standard NEOGOV integration tools, export data from Insight Enterprise (IN) using web services and/or flat files to integrate with other systems, but the specifications and scope must be defined prior to agreeing to a timeline or price.
  - Following NEOGOV product rollout, NEOGOV and County will confirm the rollout was completed successfully and that any production questions are addressed promptly.
- (h) **NEOGO Integrations.** NEOGOV offers Standard Integrations as well as platform APIs for third party system integration(s). A subscription to Standard Integrations includes the following:
- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
  - Annual maintenance by NEOGOV
  - Note: NEOGOV APIs are to be configured directly by County staff using NEOGOV documentation. If required, professional services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).
  - See technical documentation included in the relevant Export and Integration Guides for detailed information about each option.

#### Miscellaneous Provisions

2. **County Responsibilities.** In connection with the performance of this Agreement and the provision of the Services, County shall be responsible for the following:
- (a) **Compliance with Laws.** County shall be responsible for ensuring that County's use of the Services and the performance of County's other obligations hereunder comply with all applicable rules, regulations, laws, code and ordinances.
- (b) **County Data and Website.** While NEOGOV is responsible for data integrity within the NEOGOV Servers, County shall be solely responsible for (i) the accuracy and completeness of all records, databases, data and information provided, submitted or uploaded by County or its authorized end users in connection

with this Agreement or use of the Services, (ii) the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through County's website, and (iii) making and keeping additional copies of all County Data. Except set forth in Section 9, NEOGOV shall have no obligation to provide or make available to County, and County shall have no right to receive, a copy of the County Data or any associated data files in any format.

(c) **Acceptable Use.** County shall not: (i) provide system passwords or other log-in information for the Services to any third party except those specifically authorized to access the Services in this Agreement; (ii) share non-public NEOGOV system features or content with any third party; (iii) access the Services in order to build, assist, or facilitate the assembly of a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to discover or directly access the source code or any underlying ideas or algorithms of any portions of the Services or any underlying software or component thereof; or (v) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Services except as expressly permitted by this Agreement. In the event that NEOGOV suspects any breach of the requirements provided in this Section 2(c), including by way of users of County's system, NEOGOV may suspend County's access to the Services for the reasonable time required to confirm or deny suspicion, in addition to other lawful remedies as required.

(d) **Unauthorized Access.** County will take reasonable steps to prevent unauthorized access to the Services, including, without limitation, by protecting its passwords and other log-in information for the Services. County will notify NEOGOV immediately of any known or suspected unauthorized use of the Services or breach of its security and will use best efforts to stop any such breach.

(e) **County Equipment.** Other than the Services provided by NEOGOV, County is responsible for all other services, equipment and facilities (including, without limitation, all hardware, telecommunications equipment, connectivity, cabling and software) required to access the Services. County shall be responsible for procuring all licenses of third party software necessary for County's use of the Services.

### **3. Maintenance and Support Services.**

(a) **Maintenance.** NEOGOV maintains NEOGOV's hardware/software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation, software delivery, and security for the Services. Preventive system maintenance is conducted by NEOGOV from time to time and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks. County is not responsible for NEOGOV system maintenance.

(b) **Modification.** NEOGOV may periodically modify the features, components and functionality of the Services. NEOGOV shall have no liability for, or any obligations to, investments in or modifications to County's hardware, systems or other software which may be necessary to use or access the Services due to a modification of the Services provided by NEOGOV.

(c) **Support.** Phone support for the Services is available to County between the hours of 6:00AM and 6:00PM, Pacific Time, Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. Both phone and online case receipts are confirmed immediately. The length of time for a resolution of any problem is fully dependent on the type of case (i.e., High/Medium/Low priority, question, enhancement request). High priority issues such as "system down" will be addressed immediately and resolved as soon as possible. All other issues are reviewed internally by NEOGOV, and then will be discussed and reviewed with County to identify priority and a resolution timeline.

(d) **Updates and Upgrades.** During the Term, NEOGOV will make all Updates and Upgrades to the Services accessible to County at no additional expense to County. Upgrades are automatic and available upon County's next login to the Services following an Update or Upgrade. NEOGOV shall have no obligation to provide, at no additional expense to County, major product enhancements and/or new features that NEOGOV markets separately to other Countys for an additional fee; provided, that, NEOGOV may, in its sole discretion, elect to provide such enhancements or features to County on a case-by-case basis at no cost. NEOGOV shall have no liability for, or any obligations to, investments in or modifications to in County's hardware, systems or other software which may be necessary to use or access the Services due to an Update or Upgrade. For the purposes hereof, (i) "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its third-party Countys of the same module, excluding Upgrades, and (ii) "Upgrade" means any update of the Services or underlying NEOGOV software such as bug fixes, platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available and does not market separately to other Countys on a custom, exclusive basis for a separate fee.

(e) **Training.** NEOGOV will provide County with access to the online training materials. All NEOGOV provided training materials will be provided online, unless otherwise set forth in the Exhibit B.

(f) **Limitations.** This Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly required to be provided by NEOGOV in this Agreement, including, but not limited to, training, data conversion, and program modification and enhancement.

### **4. Ownership and Protection.**

(a) **County Data.** The Parties agree that as between NEOGOV and County, data or information received or uploaded by County, and retained by County on NEOGOV Servers, is the sole property of County, subject only to the rights of data subjects and the law (the "County Data"). NEOGOV shall acquire no rights in any County Data and process County Data only to provide the Services or as otherwise instructed by County, or as may be required or permitted by applicable law.

(a) **NEOGO Intellectual Property.** As between NEOGOV and County, NEOGOV shall exclusively own all right, title and interest in and to all Services (including any Update or Upgrade thereto), NEOGOV's products, system, any software (including any source code or object code) or documentation related thereto, any trademarks, service marks, logos and other distinctive brand features of NEOGOV and all Proprietary Rights embodied therein (collectively, the "NEOGO Intellectual Property").

(b) **Grant to Use Certain Data.** County agrees that NEOGOV may collect, disclose, and use quantitative and non-personal data derived from the use of NEOGOV Services for analysis, to provide Services to County, develop improvements to Services, benchmarking, analytics, marketing, job-seeker services, and internal business purposes for job-seeker and County benefit.

(c) **Reservation of Rights.** This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to County or any of its users. Except as expressly set forth in Section 4(e), this Agreement does not grant County any licenses or other rights with respect to any of the NEOGOV Intellectual Property. All rights not expressly granted herein are reserved by NEOGOV.

(d) NEOGOV License Grant. NEOGOV's approved logos and trademarks (the "Approved Marks"), including the "powered by" logo, will appear on the "employment opportunities", "job description" and other NEOGOV hosted pages. NEOGOV hereby grants to County a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term to use and reproduce the Approved Marks solely for purposes set forth in this Section. All uses of the Approved Marks shall conform to NEOGOV's standard guidelines and requirements for use of the Approved Marks.

(e) Privacy. NEOGOV will have no responsibility or liability for the accuracy of the County Data. County shall comply with all applicable laws and regulations relating to (i) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom County Data relates; and (ii) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any County Data (including any personally identifiable information). Without limiting the generality of the foregoing, in using the Services or any other NEOGOV Intellectual Property, County will not disclose or provide to NEOGOV any personally identifiable information of any other person or entity.



**EXHIBIT B  
SCHEDULE OF RATES**

*Annual Recurring Fees*

<i>Line</i>	<i>Description<sup>1</sup></i>	<i>Initial Annual Recurring Fee</i>
1.	<i>Insight Enterprise Edition (IN) Subscription (Renews 7/1/19)</i>	<i>\$27,783.00</i>
2.	<i>GovernmentJobs.com Job Posting Subscription (GJC) (Renews 8/2/19)</i>	<i>\$3,540.00</i>
3.	<i>Perform (PE) Subscription for ~2,240 full-time and part-time employees</i>	<i>\$37,494.00</i>
4.	<i>Onboard (ON) Subscription</i>	<i>\$21,872.00</i>
5.	<i>Learn (LE) Subscription for ~2,240 full-time and part-time employees</i>	<i>\$53,429.00</i>
6.	<i>NEOGOV Integrations Subscription</i>	<i>NA</i>
	<i>Annual fee after first year:</i>	<i>\$144,118.00</i>

*Non-Recurring Fees*

	<i>Description<sup>1</sup></i>	<i>Non-Recurring Fees</i>
	<b>NEOGOV Services</b>	
6.	<i>Insight (IN)</i>	
	<i>Setup and Implementation</i>	<i>NA</i>
	<i>Training</i>	<i>NA</i>
7.	<i>Perform (PE)</i>	
	<i>Setup and Implementation</i>	<i>\$3,500.00</i>
	<i>Training</i>	<i>\$2,500.00</i>
8.	<i>Onboard (ON)</i>	
	<i>Setup and Implementation</i>	<i>\$3,000.00</i>
	<i>Training</i>	<i>\$2,000.00</i>
	<i>Onboard form building as Professional Service (NEOGOV creates 5 Background Forms for the County)</i>	<i>Waived</i>
9.	<i>Learn (LE)</i>	
	<i>Setup and Implementation</i>	<i>\$3,500.00</i>
	<i>Training</i>	<i>\$2,500.00</i>
10.	<i>NEOGOV Integrations</i>	
	<i>Setup and Configuration</i>	<i>NA</i>
	<i>Sub Total:</i>	<i>\$17,000.00</i>
	<i>First year Total:</i>	<i>\$161,118.00</i>

*<sup>1</sup>Items designated as Not Applicable, N/A or NA on the Order Form are not included in the Services. County may request a quote for these items at their discretion throughout the Term.*

**Exhibit C**  
**Implementation Overview for Onboard, Perform & Learn**

<b>Onboard Implementation</b>
<b>Phase 1</b>
<b>This first phase consists of the Project Kick-Off and the preparation of any data to be uploaded into your production environment. In this phase of the implementation, you will populate your employee data workbook for upload (if applicable) and gather the forms you will build. Your implementation Consultant (IC) will upload your data within 5-10 business days.</b>
<b>Complete Employee Workbook and Form Construction (approx 1-2 weeks dependent on # of forms)</b>
Attend Implementation Kick-off call with IC.
Identify ON forms to build.
Populate Employee Data Workbook with all required fields, and provide to IC <i>OR</i> manually enter users and Positions into ON system
NEOGOV to import Employee Workbook <i>(if workbook is provided)</i> .
<b>Phase 2</b>
<b>Once your kickoff is complete, you may begin the system training and configuration portion of this implementation. Contact your IC if you have any questions throughout the process.</b>
<b>Review Forms and Configure Onboard Welcome Page &amp; Checklists (Approx: 1-2 weeks depending on the number of checklists created)</b>
Complete online self-paced system training - <a href="https://community.neogov.com/onboard/w/training">https://community.neogov.com/onboard/w/training</a>
Build onboarding forms.
Schedule Process Call with IC. With information provided in the ON Questionnaire, the IC will discuss Best Practices with how to configure the Onboard process.
Configure Onboarding Portals by adding images, videos, text, and documents. Refer to training tutorial for more info.
Configure your Checklists with tasks, forms or videos as needed. Refer to training tutorial for more info.
Create employee groups (Optional) - HR Processing group, payroll, IT group Etc.
<b>Phase 3</b>
<b>This is the user testing phase. In this phase you will assign and complete forms to validate the system.</b>
<b>System Validation / User Testing (Approx: 1-2 weeks)</b>
Assign Checklists to test employees.
Log in as test employees/managers to complete their respective actions in the Onboarding process. Validate security on forms. Note the differences between what an HR Admin sees and what an employee sees.
Schedule Status call with IC to finalize Forms and confirm Form Security.
Log in as the HR Admin to view and export the test employee's completed forms.
Schedule a final Production Review call with your IC.
<b>Phase 4</b>
<b>In this final phase of the implementation, you will review your full system setup with your IC. At the end of this phase, you will be live with ON!</b>
<b>Production Review</b>
Prior to final call, use accompanying Production Review Checklist to ensure system readiness for go-live.
Attend Production Review call with IC.
Discuss New Hire feed. Confirm to IC whether it should be turned on.
Assign Checklists & Start Onboarding for new hires!

Perform Implementation
<b>Phase 1</b>
<b>This first phase consists of the Project Kick-Off and being provided login credentials. (1-3 Days)</b>
Task Description
<p>Step 1: Kickoff</p> <ul style="list-style-type: none"> <li>- Schedule and attend kickoff call with IC</li> <li>- Review the Implementation workbook and enter target dates for tasks</li> <li>- Receive login credentials for HR Admin(s) and test users</li> </ul>
<b>Phase 2</b>
<b>Begin the self-paced PE system training and configuration. At the conclusion of this phase, security permissions should be configured to ensure your employees, managers, and HR Users all have the appropriate system access. (1-2 Weeks)</b>
Task Description
<p>Step 2: Online Training</p> <ul style="list-style-type: none"> <li>- Watch tutorials Series A - B in Perform Training (accessed in the Community) complete rest at own pace.</li> <li>- Complete the streamline Implementation Guide</li> <li>- Log any questions or issues encountered to the question log contained in this workbook.</li> </ul>
<p>Step 3: System Configuration</p> <ul style="list-style-type: none"> <li>- Refer to the Perform Series Guides, available in the Community, for step-by-step instructions on setup to supplement the tutorials.</li> <li>- Schedule a regular status call (weekly or bi-weekly) with your IC, as needed. Add any questions or issues encountered to the question log contained in this workbook.</li> </ul>
<p>Step 4: Security Permissions</p> <ul style="list-style-type: none"> <li>- Schedule a call with your IC to review &amp; finalize security permissions document.</li> </ul>
<b>Phase 3</b>
<b>Continue to verify permissions and validate your setup before a final Production Review with your IC. Note: Status calls can be scheduled with your IC as needed. The final Production Review call is mandatory before creating evaluations and activating user accounts. (2-3 Weeks)</b>
Task Description
<p>Step 5: Business Process Validation</p> <ul style="list-style-type: none"> <li>- Watch tutorials Series D in Perform Training (accessed in the Community)</li> <li>- Conduct business process validation in the system, with security permissions in place, for employees, managers and HR users in the evaluation process.</li> <li>- Adjust Administrative or Program settings, as needed. Contact your IC for updates to security permissions.</li> </ul>
<p>Step 6: Employee Workbook Import</p> <ul style="list-style-type: none"> <li>- Populate (Excel) employee data workbook with <u>all required fields</u>. Refer to Employee Data Workbook tutorial for more information.</li> <li>- Return file to IC for import (Note: average turnaround 5-10 business days, depending on errors encountered)</li> </ul>
<b>Phase 4</b>
<b>In this phase of the implementation process, you will be creating the real evaluations, activating your users' accounts, and training your end users on the evaluation process and use of the Perform system. At this point, you will be transitioned from your Implementation Consultant to NEOGOV Customer Success and you can begin training your end users so your employees and managers can use the system.</b>
Task Description
<p>Step 8: Create Evaluations</p> <ul style="list-style-type: none"> <li>- Create evaluations (individually, in bulk, or automatically)</li> <li>- Edit individual evaluations, as necessary</li> <li>- Activate evaluations, as applicable</li> </ul>
<p>Step 9: Create and Activate User Accounts</p> <ul style="list-style-type: none"> <li>- Have IT whitelist all IP addresses and emails from NEOGOV</li> <li>- Confirm with your IC that email notifications are switched on. <b>NOTE: This MUST be done before accounts can be activated.</b></li> </ul>

<b>Step 10: End User Training</b> - Customize training documentation (optional) - Deliver training to HR users, managers, and employees as necessary (optional)
<b>Step 11: Transition to Customer Success</b> - Watch tutorial on logging cases and contacting Customer Success (to be provided by IC) - Whitelist NEOGOV IP and email addresses
<b>Post Go-Live</b> Now that your organization is live, you can continue to learn new features and functionality by accessing the trainings and FAQs in the Community and attending the monthly Perform user calls.
<b>Implementation Survey</b> After go-live your agency contact will receive an automated implementation satisfaction survey. We <i>really</i> appreciate your feedback and encourage you to complete the survey.

Learn Implementation
<b>Phase 1</b>
<b>This first phase consists of the Project Kick-Off and being provided login credentials. (1-3 Days)</b>
Task Description
<b>Step 1: Kickoff</b> - Schedule and attend kickoff call with IC - Review the Implementation workbook and enter target dates for tasks - Receive login credentials for HR Admin(s) and test users - Review preliminary questions with IC
<b>Phase 2</b>
<b>Begin the self-paced LE system training and configuration. At the conclusion of this phase, security permissions should be configured to ensure your employees, managers, HR Users and custom roles all have the appropriate system access. (1-2 Weeks)</b>
Task Description
<b>Step 2: Admin Settings</b> - Watch Admin Settings tutorial (accessed in the Community). Review corresponding Learn user guide as well. - Configure Admin settings as necessary. - Log any questions or issues encountered in the question log contained in this workbook.
<b>Step 3: Configure Courses</b> - Watch Classroom Course, Pre-built Online and Custom Online tutorials. (accessed in the Community). Review corresponding Learn user guides as well. - Configure all necessary Classroom, Pre-built Online and Custom Online courses. - Log any questions or issues encountered in the question log contained in this workbook.
<b>Step 4: Import Courses from Global Catalog</b> - Review course catalog listing and decide which courses to import into your account. - Configure attributes of these Pre-built Online courses as needed (e.g. self-enrollment, approvals, etc). - Log any questions or issues encountered in the question log contained in this workbook.
<b>Step 5: Enroll in Courses</b> - Watch Enrolling tutorial (accessed in the Community). Review corresponding Learn user guide as well. - Practice Enrolling in Classroom, Pre-built Online and Custom Online courses. - Log any questions or issues encountered in the question log contained in this workbook.
<b>Step 6: Practice Taking Online Courses</b> - Watch Completing Courses tutorials (accessed in the Community). Review corresponding Learn user guide as well. - Practice taking online courses. - Log any questions or issues encountered in the question log contained in this workbook.
<b>Step 7: Roster Updates</b> - Work with your IC to practice updating rosters for classroom courses. - Log any questions or issues encountered in the question log contained in this workbook.
<b>Step 8: Beyond the Basics</b>

- Work with your IC to determine if you will use associations, external learning, and integrations with other NEOGOV products.
- Log any questions or issues encountered in the question log contained in this workbook.

**Step 9: Security Permissions**

- Schedule a call with your IC to review & finalize security permissions.

**Phase 3**

Continue to verify permissions and validate your setup before a final Production Review with your IC. Note: Status calls can be scheduled with your IC as needed. The final Production Review call is mandatory before enrolling employees in courses and activating user accounts. (2-3 Weeks)

**Task Description**

**Step 10: Business Process Validation**

- Complete end-to-end business process validation in UAT/Training once all configuration and security settings are complete.
- Log any questions or issues encountered in the question log contained in this workbook.

**Step 11: Employee Workbook Import**

- Populate (Excel) employee data workbook with all required fields. Refer to Employee Data Workbook tutorial for more information.
- Return file to IC for import (Note: average turnaround 5-10 business days, depending on errors encountered).

**Step 12: Historical Training Import (Optional)**

- Populate (Excel) training history data in workbook with all required fields.
- Return file to IC for import (Note: average turnaround 5-10 business days, depending on errors encountered).

**Step 13: Production Review**

- See production review checklist (separate tab in this workbook) to ensure all decision points have been addressed and all configuration has been completed.
- Schedule and conduct final production review prior to launching to all users or a pilot group **NOTE: This call is required before go live.**
- Make any final system configuration adjustments.

**Post Go-Live**

Now that your organization is live, you can continue to learn new features and functionality by accessing the trainings and FAQs in the Community and attending quarterly Learn calls.

**Implementation Survey**

After go-live, your agency contact will receive an automated implementation satisfaction survey. We *really* appreciate your feedback and encourage you to complete the survey.

**Phase 4**

In this phase of the implementation process, you will be activating your users' accounts, and training your end users on the process and use of the Learn system. At this point, you will be transitioned from your Implementation Consultant to NEOGOV Customer Success and you can begin training your end users so your employees and managers can use the system.

**Task Description**

**Step 14: Create and Activate User Accounts**

- Have IT whitelist all IP addresses and emails from NEOGOV
- Confirm with your IC that email notifications are switched on. **NOTE: This MUST be done before accounts can be activated.**

**Step 15: End User Training**

- Customize training documentation (optional)
- Deliver training to HR users, managers, and employees as necessary (optional)

**Step 16: Transition to Customer Success**

- Watch tutorial on logging cases and contacting Customer Success (to be provided by IC).

4. Under **Section IV - Commercial General Liability Conditions**, the insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions.

**J. GOOD SAMARITAN SERVICES**

1. Under **Section II - Who Is Insured**, paragraph 2., item d., the following is added:  
This exclusion does not apply to your employees or volunteer workers, other than an employed or volunteer physician, rendering "Good Samaritan services".
2. Under **Section V - Definitions**, the following definition is added:  
"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

**K. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under **Section IV - Commercial General Liability Conditions**, paragraph 2., **Duties In The Event Of Occurrence, Claim or Suit** is amended to include the following:

1. The requirements that you must:
  - a. Notify us of an "occurrence" offense, claim or "suit"; and
  - b. Send us documents concerning a claim or "suit" apply only when such accident claim, "suit" or loss is known to:
    - (1) You, if you are an individual;
    - (2) A partner, if you are a partnership;
    - (3) An executive officer of the corporation or insurance manager, if you are a corporation; or
    - (4) A manager, if you are a limited liability company.
2. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers' compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

**L. EXPECTED OR INTENDED INJURY OR DAMAGE (PROPERTY DAMAGE)**

Under **Section I - Coverages, Coverage A, Bodily Injury And Property Damage Liability**, paragraph 2., **Exclusions**, item a., **Expected Or Intended Injury**, is deleted and replaced by the following:

- a. **Expected or Intended Injury**  
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.  
This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**M. MEDICAL PAYMENTS**

1. Under **Section I - Coverages, Coverage C, Medical Payments**, paragraph 1., **Insuring Agreement**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
2. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
3. This provision M. does not apply if **Coverage C, Medical Payments**, is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

**N. NON-OWNED AIRCRAFT**

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, item 2., **Exclusions**, item g., **Aircraft, Auto Or Watercraft**, does not apply to an aircraft that is:
  - a. Hired, chartered or loaned with a paid crew; and
  - b. Not owned by any insured.
2. The insurance afforded by this provision N. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

**O. NON-OWNED WATERCRAFT**

**1. Under Section II - Who Is Insured, is amended as follows:**

To include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- 2. In the exception to the Aircraft, Auto Or Watercraft exclusion under Coverage A, Bodily Injury And Property Damage Liability, the limitation on the length of a watercraft is increased to 75 feet.**
- 3. The insurance afforded by this provision O. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.**

**P. NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Under **Section II - Who Is An Insured**, item **3.a.** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the end of the current policy period.

**Q. SUPPLEMENTARY PAYMENTS**

Under **Section I - Coverages, Supplementary Payments - Coverages A and B** is amended as follows:

- 1. The limit for the cost of bail bonds is amended to \$2,500; and
- 2. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

**R. UNINTENTIONAL OMISSION**

Under **Section IV - Commercial General Liability Conditions, paragraph 6., Representations**, the following is added:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**S. WAIVER OF SUBROGATION - BLANKET**

Under **Section IV - Commercial General Liability Conditions, paragraph 8., Transfer of Rights of Recovery Against Others to Us** the following is added:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.