

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN SKILLSURVEY, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
ONLINE REFERENCE CHECKING SOLUTIONS TO INCREASE QUALITY OF HIRE AND
IMPROVE RECRUITING EFFICIENCY**

This Amendment No. 3 to the Services Agreement (“Agreement”) which was effective on December 31, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and SkillSurvey, Inc. (“CONTRACTOR”); **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and CONTRACTOR are referred to as the “Parties” to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed with SkillSurvey, Inc. for online reference checking solutions to increase quality of hire and improve recruiting efficiency with a term December 31, 2016 through December 30, 2019 and a total Agreement amount not to exceed \$55,689; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on December 2, 2019 via Amendment No. 1 to extend the term for an additional three-year period through December 30, 2022 for a revised full Agreement term of December 31, 2016 through December 30, 2022, to allow for services to continue. Exhibits A, B, C as per the original Agreement shall be replaced by Exhibits A-1, B-1, C-1 as per Amendment No. 1, with a \$55,545 increase for a revised total Agreement amount not to exceed \$111,234; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on April 16, 2020 via Amendment No. 2 to allow for services to continue with revisions to the original scope of work attached hereto as “Exhibit A-2 per Amendment No. 2” with no change to the term of the Agreement December 31, 2016 through December 30, 2022 or total Agreement amount of \$111,234; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 3 to extend it for an additional one (1) year period through December 30, 2023 to allow for services to continue with revisions to the original scope of work attached hereto as “Exhibit A-3 per Amendment No. 3” and with revisions to the Order Form to include the staff Exit Interviews component attached hereto as “Exhibit B-3: Order Form as per Amendment No. 3”, with a \$25,000 increase for the added services for a revised total Agreement amount of \$136,234.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. **Paragraph titled, “PAYMENTS BY COUNTY” shall be amended by removing:**
“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-2 plus EXHIBIT B-2 as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$111,234.”

And replacing it with:

“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-3 plus EXHIBIT B-3 as per Amendment No. 3 attached hereto this Amendment No. 3. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$136,234.”

2. **The first sentence of Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:**

“The term of this Agreement is from December 31, 2016 through December 30, 2023 unless sooner terminated pursuant to the terms of this Agreement.”

3. **Paragraph titled, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS” shall be amended to the following:**

“The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

~~Exhibit A: Scope of Services/Payment Provisions~~

~~Exhibit A-1: Scope of Services/Payment Provisions as per Amendment No. 1~~

~~Exhibit A-2: Scope of Services/Payment Provisions as per Amendment No. 2~~

Exhibit A-3: Scope of Services/Payment Provisions as per Amendment No. 3

~~Exhibit B: Order Form~~

~~Exhibit B-1: Order Form as per Amendment No. 1~~

~~Exhibit B-2: Order Form as per Amendment No. 2~~

Exhibit B-3: Order Form as per Amendment No. 3

~~Exhibit C: Candidate Consent~~

Exhibit C-1: Candidate Consent as per Amendment No. 1

Exhibit D: SkillSurvey, Inc. Service Level

Exhibit E: SkillSurvey, Inc. Terms of Use.”

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1 and Amendment No. 2.
5. A copy of this Amendment No. 3 shall be attached to the Agreement.
6. This Amendment No. 3 shall be effective when signed by the parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, ~~Interim~~ CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Stacy Lee Settle
Monterey County Deputy County Counsel

3/25/2022
Date: Chief Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS

By: Burcu Mousa
Monterey County Deputy Auditor/Controller

Date: 4/2/2022

CONTRACTOR

SkillSurvey, Inc

CONTRACTOR's Business Name
See instructions below

By: RBI
(Signature of: Chair, President, or Vice-President)

Ray A. Bixler, CEO & President

Name and Title

Date: 3/21/2022

By: A. Douglas Shattuck
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

A. Douglas Shattuck, CFO

Name and Title

Date: 3/21/2022

*****Instructions*****

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

Exhibit A-3:
Scope of Services/ Payment Provisions as per Amendment No. 3

I. Description of All Services to be Rendered by CONTRACTOR:

SkillSurvey, Inc. “CONTRACTOR” shall provide services and staff necessary to provide online reference assessment solutions allowing NMC to increase the quality of hire and improve recruiting efficiency.

II. CONTRACTOR Obligations:

- a. CONTRACTOR shall provide access to “SkillSurvey Reference” software to NMC representatives.
- b. NMC users shall have the capability of inputting candidate names and emails into “SkillSurvey Reference” software. The system shall then generate emails to candidates requesting a set number of references. References will receive an email from SkillSurvey allowing for an online, automated completion of a reference check survey.
- c. Software shall be online and the reference process shall be fully automated via emails.
- d. CONTRACTOR shall provide to NMC a data-driven report summarizing the feedback of three (3) or more responses received from a candidate’s references.
- e. CONTRACTOR shall collect reference check responses on potential candidates in a confidential manner allowing for more candid feedback.

III. Pricing/Fees:

- a. Upon signature of the Agreement, receipt and approval of the invoices, CONTRACTOR shall invoice NMC in the manner identified below:

Billing Year	Annual Fee
Billing for Year 1 (12/31/19 – 12/30/20): <i>Invoiced in December 2019</i>	\$18,515
Billing for Year 2 (12/31/20 – 12/30/21): <i>Invoiced in December 2020</i>	\$17,589
Billing for Year 3 (12/31/21 – 12/30/22): <i>Invoiced in December 2021</i>	\$17,589
Billing for Year 4 (12/31/22 – 12/30/23): <i>Invoiced in December 2022</i>	\$18,515

- b. CONTRACTOR shall maintain for review and audit and provide to NMC upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- c. Travel expenses shall not be reimbursed under this agreement.
- d. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
- e. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement



Customer Name:	County of Monterey on behalf of Natividad Medical Center	Type of Order
Skillsurvey Contact:	Wardak	New:
		Expansion: X
		Renewal: X
Contract Effective	Effective Date: 06/01/22 End Date: 12/30/23	

Service Item	Affected Employee Population:	Fees
SkillSurvey Reference 12/31/2022-12/30/2023	1150	\$18,515
SkillSurvey Post Hire- Exit Interviews 6/1/22-5/31/23		\$3,600
Set-up and Training	Included	
Service and Maintenance Fees	Included	
	Subtotal	\$22,115

Additional Annual Unlimited Reference Order Form Comments:			
Multi year contract (Y/N)	N		
Billing for Year 1 Post Hire	\$3,600		
Billing for Year 4 Reference	\$18,515	12/31/22-12/30/23	
Billing for Post Hire Pro-rated	\$1,800	6/1/23-12/30/23	
Total Commitment	\$23,915		
Special Terms			
Payment for Post Hire Exit Interviews is due within 30 days of receipt of certified invoice. SkillSurvey will invoice for year 4 of Reference in December 2022 in the amount of \$18,515 and pro-rated invoice for Post Hire Exit Interviews in the amount of \$1,800 in June 2022.			

AFFECTED EMPLOYEE POPULATION

SkillSurvey will not increase fees during the Initial Term of this agreement unless Customer's Affected Employee Population (AEP) increases by more than 10%. If the AEP during this Initial Term does increase by more than 10%, the pricing will be computed by taking the per employee price times the increased number of employees beyond that which is stated on the Order Form. Pricing will be prorated for remainder of the Term.

SERVICE AND SUPPORT INFORMATION

Information on Support Services for SkillSurvey Customers is governed by the Service Level Agreement per "Exhibit D: SkillSurvey, Inc. Service Level" of the original Agreement.

TERMS OF USE

Initial term of this agreement is defined above by Contract Effective Date and End Date. Use of SkillSurvey Services by Subscriber is governed by the SkillSurvey Terms and Conditions per "Exhibit E. SkillSurvey Inc. terms of Use" of the original Agreement.

SERVICE ITEM DESCRIPTIONS

PLAN

A Statement of Work (SOW) is required for Survey Customization, Email Customization, and Private Label Branding.

MAINTENANCE AND SUPPORT

System updates, enhancements, and support for administrators, recruiters, candidates, and references are included.

SURVEY CUSTOMIZATION

Encompasses changes to existing surveys in our library as well as creation of new surveys.

TRAINING AND SET-UP

There is a initial fee that includes online training and coaching for administrators and recruiters as well as provisioning and set-up on SkillSurvey servers.