

**AMENDMENT NO.1 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & SKILLSURVEY, INC.**

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of on-line reference assessment by and between SKILLSURVEY, INC., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's exercise of the option to extend for three (3) additional years.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 2, "PAYMENT PROVISIONS", shall be amended by removing "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$37,808.00, and replacing it with "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$82,469.00**
2. **Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing "The term of this Agreement is from September 18, 2013 to September 17, 2016, unless sooner terminated pursuant to the terms of this Agreement", and replacing it with "The term of this Agreement is from September 18, 2013 to September 17, 2019, unless sooner terminated pursuant to the terms of this Agreement".**
3. **Paragraph 14, NOTICES, shall be amended by removing "FOR COUNTY: Ray Bullick, Director of Health or designee", "FOR CONTRACTOR: Fred Barnhart, Director of Sales, West Region, Phone (650) 592-2056", and replacing it with "FOR COUNTY: Elsa Jimenez, Director of Health Services or designee", "FOR CONTRACTOR: Leeza Wardak, Director of Client Relations, Phone (925) 642-2111".**
4. **Attachment #2 - SkillSurvey, Inc. Terms of Use - Customer Responsibilities, shall be amended by removing "b. Subscriber will use the Software for Subscriber's exclusive use only, except to disclose said information to the subject of the report (the "Individual"), and for employment, development, or selection purposes only, and only in accordance with applicable law." and "e. Subscriber will base employment decisions and employee developmental decisions or actions on Subscriber's lawful policies and procedures and recognize that SkillSurvey is not allowed to render and legal opinions regarding information contained in a report.", and replacing it with "b. Subscriber will use the Software for Subscriber's exclusive use only and for employment, development, or selection purposes only, and only in accordance with applicable law. The report should not be disclosed to the subject of the report (the "individual"), except as may be required by law." and "e. Subscriber will base employment decisions and employee developmental decisions or actions on Subscriber's lawful policies and procedures."**

5. **Attachment #2 – SkillSurvey, Inc. Terms of Use – Customer Responsibilities, shall be amended by adding “f. Subscriber understands that any report generated through the Software is not an assessment of any job candidate, and further understands that SkillSurvey is not assembling or evaluating information about any job candidate, and is not providing any opinions regarding information contained in any report generated through the Software.”**
6. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
7. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated September 18, 2013.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

[Signature]
Contracts/Purchasing Officer

Dated: 9-27-16

Approved as to Fiscal Provisions:
[Signature]
Deputy Auditor/Controller

Dated: 9-20-16

RISK-MANAGEMENT
COUNTY OF MONTEREY
Approved as to Liability Provisions:
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

Risk Management
By: [Signature]
Dated: 9-20-16

Approved as to Form:
[Signature]
Deputy County Counsel

Dated: Sept. 16, 2016

CONTRACTOR

By: [Signature]
Signature of Chair, President, or
Vice-President

RAY BIXLER, president + CEO
Printed Name and Title

Dated: 9/12/16

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

MARK NOREZ CFO
Printed Name and Title

Dated: 9.12.16

*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. 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. 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.

[Signature]
Department Head

09/23/16
Dated

SKILLSURVEY

Enterprise Order Form

Customer Name:

Type of Order

New	<input type="checkbox"/>
Expansion	<input type="checkbox"/>
Renewal	<input checked="" type="checkbox"/>

SkillsSurvey Contact:

Proposal Expires

Contract Effective	Start Date	End Date
	<input type="text" value="9/18/2016"/>	<input type="text" value="9/17/2019"/>

Service Item	Employees	Price *	Fees
SkillsSurvey Pre-Hire 360®	950	\$ 16.10	\$ 15,295
Passive Candidate Compiler	Included		
Candidate Comparison Report	Included		
Maintenance and Support	Included		
		Subtotal	\$ 15,295

Service Item	List Price	Qty	Fees
Survey customization			\$ -
		Hours	
Training and Set-up (per hour)	\$ 110	<input type="text"/>	\$ -
Other			\$ -
		Subtotal	\$ -
		Total	\$ 15,295

Additional Enterprise Order Form Comments:

Multi year contract (Y/N)		N
Billing for Year 1	\$	15,295
Billing for Year 2 3% discount	\$	14,836
Billing for Year 3 5% discount	\$	14,530
Total Commitment	\$	44,661

Special terms *SEE Exhibit D TRS [Signature] AB*

Payment of \$15,295 is due within 30 days of receipt of invoice. Year 2 and Year 3 will be invoiced in September 2017 and September 2018, all payment are due within 30 days of receipt of invoice. Please sign, date, and email to contracts@skillsurvey.com or FAX all pages of the agreement to: 347-438-3000. We appreciate your business!

SERVICE AND SUPPORT INFORMATION