

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN SKILLSURVEY, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
ONLINE REFERENCE CHECKING SOLUTIONS TO INCREASE QUALITY OF HIRE AND
IMPROVE RECRUITING EFFICIENCY**

This Amendment No. 1 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 (hereinafter "NMC"), and SkillSurvey, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed 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, NMC and CONTRACTOR currently wish to amend the Agreement via Amendment No. 1 to extend the term for an additional three (3) 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.

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 Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBITS A-1 plus B-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$111,234."
2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from December 31, 2016 through December 30, 2022 unless sooner terminated pursuant to the terms of this Agreement."

3. Section 4/ 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-1: Scope of Services/ Payment Provisions as per Amendment No. 1
Exhibit B-1: Order Form as per Amendment No. 1
Exhibit C-1: Candidate Consent as per Amendment No. 1"
4. Section I in Addendum #1 shall be replaced with:
"2.3 CONTRACTOR shall submit an invoice to NMC on an annual basis in December. NMC shall certify the invoice and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor- Controller shall pay the amount within 30 days of receiving the certified invoice."
5. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
7. This Amendment No. 1 shall be effective when signed by both 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. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____
10/11/19

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____
10-15-19

CONTRACTOR

SkillSurvey, Inc.
CONTRACTOR's Business Name
See instructions below

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

RAY BIXLER PRESIDENT AND CEO
Name and Title

Date: _____
10.10.2019

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

MARK NOREK CFO
Name and Title

Date: _____
10.10.2019

*****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-1:
Scope of Services/ Payment Provisions as per Amendment No. 1

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>	\$18,515
Billing for Year 3 (12/31/21 – 12/30/22): <i>Invoiced in December 2021</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



Unlimited Order Form

Customer Name: **Type of Order**

SkillsSurvey Contact: New
 Expansion
 Renewal

	Effective Date	End Date
Contract Effective	12/31/2019	12/30/2022

Service Item	Affected Employee Population	Price	Fees
SkillsSurvey Reference TM	1,150	\$ 16.10	\$ 18,515
Passive Candidate Compiler	Included		
Candidate Comparison Report	Included		
Maintenance & Support	Included		
	Subtotal		\$ 18,515

Additional Unlimited Order Form Comments:

Multi year contract (Y/N)	Y
Billing for Year 1: 12/31/2019 - 12/30/2020	\$18,515
Billing for Year 2: 12/31/2020 - 12/30/2021	\$18,515
Billing for Year 3: 12/31/2021 - 12/30/2022	\$18,515
Total Commitment	\$55,545

Special terms
 Payment of \$18,515 is due within 30 days of receipt of certified invoice. SkillsSurvey will invoice Year 2 in December 2020 and Year 3 in December 2021.

AFFECTED EMPLOYEE POPULATION

SkillsSurvey 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 SkillsSurvey Services by Subscriber is governed by the SkillsSurvey 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 WebEx training and coaching for administrators and recruiters as well as provisioning and set-up on SkillSurvey servers.

	Customer Information	Billing Information
Customer	County of Monterey on behalf of Natividad Medical Center	County of Monterey on behalf of Natividad Medical Center
Contact	Stacey Scherer	Stacey Scherer
Title	Associate HR Analyst	Associate HR Analyst
Signature		
Date		
Address	1441 Constitution Blvd	1441 Constitution Blvd
Address		
City	Salinas	Salinas
State/Province	CA	CA
Postal Code	93906	93906
Country	US	US
Phone Number	(831) 783-2711	(831) 783-2711
Email ID	scherersd@natividad.com	scherersd@natividad.com

EXHIBIT C-1 AS PER AMENDMENT NO. 1
CANDIDATE CONSENT
TO OBTAIN INFORMATION FROM REFERENCES

I hereby authorize the company with whom I have applied for employment ("Company") to obtain and verify information about my qualifications, background, prior employment and other information about me (collectively "Information") from my designated business and professional job references ("My References") in connection with its decision whether to offer employment or hire me for the position for which I am applying.

I acknowledge, authorize, and consent to Company's use of the SkillSurvey, Inc. ("SkillSurvey") software system to gather Information from My References and consider that Information along with other Information available to Company through the SkillSurvey software system database, such as how my reference ratings compare to those for other candidates for a similar position. I understand that SkillSurvey does not assemble or evaluate Information, and will not make any recommendation in connection with Company's decision on my application for employment. I further authorize Company to contact My References for the purposes stated above, which includes generating an email through the SkillSurvey software system on my behalf to My References to the email addresses provided by me and any other new or corrected email that becomes known to Company independently or through the SkillSurvey software system in the process of Company's efforts to gather Information.

If I select text as the preferred method of contact for My References and enter their mobile number(s), I represent and warrant that each of My References for whom I have provided a mobile number has expressly consented to receive texts from me and to receive texts from me through SkillSurvey at the number provided and for the purpose of job reference feedback. I understand that anyone can stop receiving text messages by replying N, No, S or Stop to the SkillSurvey short code (57655). I agree to indemnify, defend, and hold harmless SkillSurvey with respect to any demand, claim, or lawsuit by My References with respect to the text messages.

In consideration of Company considering my application for employment, I hereby release Company and SkillSurvey, and their respective officers, directors, managers, agents, and employees from any and all claims, actions, suits, causes of action or damages (collectively "Claims/Damages") that I may have arising out of or related to the obtaining and verification of Information or Company's use of the SkillSurvey software system. I also hereby release My References and any of their respective employers or related company/organization, and any affiliated officers, directors, agents, and employees from any and all Claims/Damages that I may have arising out of the disclosure of Information. I acknowledge that My References will be provided the option and opportunity to learn more about Company or other third parties through the SkillSurvey software system.