

COUNTY OF MONTEREY
Amendment #1 to Agreement #5010-a-14213
SkillSurvey, Inc.

This Amendment #1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and SkillSurvey, Inc. (hereinafter “CONTRACTOR”).

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for the purchase of an on-line reference assessment solution for potential hires for a contract total of \$42,311 (hereinafter “Original Agreement”).

WHEREAS, The parties currently wish to amend the Agreement via Amendment #1 by **extending the term to December 31, 2024 and adding \$48,658** for a new contract total of **\$90,969**.

AGREEMENT

Now Therefore, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the original Agreement except as specifically set forth below.

1. **Section 2.0, 2.01 “PAYMENT PROVISIONS”** is amended to read as follows:
“County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$90,969**.”
2. **Section 3.0, 3.01 “TERM OF AGREEMENT”** is amended to read as follows:
“The term of this Agreement is from January 1, 2019 to **December 31, 2024**, unless sooner terminated pursuant to the terms of this Agreement.”
3. **Exhibit AA** reflects the payment schedule and the new contract total.
4. **Exhibit BB** is the Order Form for the period of January 1, 2022 through December 31, 2024.
5. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment #1 and shall continue in full force and effect as set forth in the original Agreement.
6. A copy of this Amendment #1 shall be attached to the Original Agreement.

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IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: _____
Lori A. Medina

Date: _____

CONTRACTOR:

SkillSurvey, Inc.

By: _____
(Chair, President, Vice-President)

(Print Name & Title)

Date: 11/15/2021 | 2:12 PM PST

By: _____
(Secretary, CFO, Treasurer)

(Print Name and Title)

Date: 11/18/2021 | 2:13 PM PST

Approved as to Form:

By: _____
Deputy County Counsel

Date: 11/18/2021 | 2:27 PM PST

Approved as to Fiscal Provisions:

By: _____
Auditor-Controller's Office

Date: 11/18/2021 | 2:31 PM PST

SCOPE OF SERVICES/PAYMENT

PROVISIONSSKILLSURVEY, INC.

January 1, 2019 - December 31, 2024

I. CONTACT INFORMATION

**FOR
CONTRACTOR:**

Leeza Wardak, Client Relations Director
SkillSurvey, Inc.
1235 Westlake Drive, Suite 330
Berwyn, PA 19312
(925) 642-2111
lwardak@skillsurvey.com

FOR COUNTY:

Marcie Castro, Management Analyst III
Monterey County Department of Social
Services
Human Resources Branch
1000 South Main Street, Suite 308
Salinas, CA 93901
(831) 755-3480
castrom@co.monterey.ca.us

II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide services and staff, and otherwise to do all things necessary for or incidental to the performance of work as set forth in the SkillSurvey Enterprise Order Form Agreement (**Exhibit BB**). CONTRACTOR shall do all things necessary for set-up, training, customization of forms, technical support, reference checks, candidate reports, or incidental to performance of work as set forth in this Agreement.

CONTRACTOR shall provide the following services and staff:

1. Configuring the SkillSurvey site to meet the County Department of Social Services (DSS) Human Resources (HR) site needs
2. Customizing and editing emails that go to candidates
3. Report outcome views/options
4. Set up new DSS HR users in SkillSurvey
5. Provide training for new users
6. Provide DSS HR users access to the SkillSurvey link launched via any browser through www.skillsurvey.com.
7. Providing Technical Support to County DSS users. Technical customer support access at customerservice@skillsurvey.com or a toll-free number.

III. PAYMENT PROVISIONS

COUNTY shall pay CONTRACTOR per the terms set forth in **Section 6, PAYMENTCONDITIONS** of this Agreement.

COUNTY shall pay CONTRACTOR an amount not to exceed **ninety thousand nine hundred sixty-nine dollars (\$90,969)** for all services rendered for the term of this Agreement.

Annual payments by COUNTY CONTRACTOR shall not exceed:

- 1/1/2019 – 12/31/2019 - \$14,490
- 1/1/2020 – 12/31/2020 - \$14,055
- 1/1/2021 – 12/31/2021 - \$13,766
- 1/1/2022 – 12/31/2022 - \$16,664**
- 1/1/2023 – 12/31/2023 - \$16,164**
- 1/1/2024 – 12/31/2024 - \$15,830**

CONTRACTOR will submit the first annual invoice to COUNTY within seven (7) days of the County's execution of this Agreement. Thereafter, CONTRACTOR shall submit an annual invoice to COUNTY no later than the 10th day of the month following the anniversary date of this agreement (**January 10, 2023 and January 10, 2024**).

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SKILLSURVEY

Multiyear Reference Order Form

Customer Name:	Monterey County Department of Social Services	Type of Order
Skillsurvey Contact:	Proposal Expires	New:
Wardak	12/31/2021	Expansion:
	<small>Effective Date End Date</small>	Renewal: x
Contract Effective	01/01/22 12/31/24	

Service Item	Affected Employee Population:	Fees
SkillSurvey Reference®	900	\$14,490
SkillSurvey Source		N/A
Set-up and Training		Included
Service and Maintenance Fees		\$2,174
	Subtotal	\$16,664

Additional Multiyear Reference Order Form Comments:

Multi year contract (Y/N) **Y**

Billing for Year 1	\$16,664	
Billing for Year 2	\$16,164	3% credit
Billing for Year 3	\$15,830	5% credit
Total Commitment	\$48,658	

* This is not an invoice, all applicable sales taxes will be applied to your invoice

Special Terms
 Payment of \$16,664 is due within 30 days of receipt of invoice. Year 2 will be invoiced on January 2023 and Year 3 will be invoiced on January 2024, with all payments due within 30 days of receipt of invoice. AEP includes the following categories: All employees for Social Services Department. Please sign, date, and email to lwardak@skillsurvey.com or FAX all pages of the agreement to: 347-438-3000. We appreciate your business!

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 may be found at <http://www.skillsurvey.com/serviceagreement>

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 found at <http://www.skillsurvey.com/termsfuse>

Multiyear Reference Order Form

SKILLSURVEY

PAYMENT TERMS

SkillSurvey is hereby authorized to invoice for services on the date of execution of this Order Form and thereafter. Payment for Service is due net thirty (30) days from the date of SkillSurvey's invoice. If Customer does not make a payment within thirty (30) days of the billing date, one and one-half (1.5%) interest per month will be charged on all late payments. All invoicing is to be transmitted electronically via email to Customer unless otherwise indicated.

CONFIDENTIALITY OF TERMS

Customer shall not disclose to the public or to any third party the terms and conditions or special pricing provisions contained in this Agreement, other than with express prior written consent of SkillSurvey.

ORDER COMMITMENT

This is a binding order for products and services from SkillSurvey and is effective as of the Contract Start Date stated above. The person executing this commitment is fully authorized to execute this commitment on behalf of Customer. All products and services ordered herein are governed in all cases by the terms of the entire 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.

**Customer
Information****Billing
Information**

Customer	Monterey County Department of Social Services	Monterey County Department of Social Services
Contact	Marcie Castro	Brett Neal
Title	Management Analyst III	HR Manager
Signature		
Date		
Address	1000 S. Main St	1000 S. Main St
City	Salinas	Salinas
State/Province	CA	CA
Postal Code	93901	93901
Country	US	US
Phone Number	831-755-3480	831-796-1555
Email ID	castrom@co.monterey.ca.us	nealb@co.monterey.ca.us