

TRANSMITTAL

0150-09977-0001

TO
The CouncilDATE
6/2/17

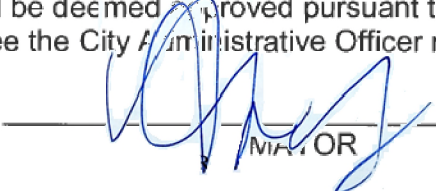
COUNCIL FILE NO.

FROM
The MayorCOUNCIL DISTRICT
Various

**Second Amended and Restated Agreement with
GovernmentJobs.com, Inc. (NeoGov) to
Provide Online Services for Recruitment, Selection, and Applicant Tracking**

Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the City Administrative Officer report attached.

(Ana Guerrero)



MAYOR

RHL:LGC:11170062

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and/or Longer than Three Months)

To: Mayor	Date: 05-30-17	C.D. No. All	CAO File No.: 0150-09977-0001
Contracting Department/Bureau: Personnel Department		Contact: Sherry Cox (213) 473-9122 Steve Rivera (213) 473-9398	
Reference: Request from Personnel Department dated March 22, 2017; referred by Mayor for report			
Purpose of Contract: To provide online services for recruitment, selection, and applicant tracking			
Type of Contract: () New contract (X) Amendment		Contract Term Dates: June 1, 2008 through May 31, 2018	
Contract/Amendment Amount: \$ 130,000			
Proposed amount \$ 130,000 + Prior award(s) \$ 1,422,750 = Total \$ 1,552,750			
Source of funds: Personnel Department Contractual Services Account No. 3040			
Name of Contractor: Scott Letourneau, NeoGov Address: 222 North Sepulveda Boulevard, Suite 2000, El Segundo, CA 90245			
	Yes	No	N/A*
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed			X
4. Proposals have been requested		X	
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0%			
8. Contractor has complied with:			
a. Equal Employment. Oppty./Affirm. Action	X		
b. Good Faith Effort Outreach**			X
c. Equal Benefits Ordinance	X		
d. Contractor Responsibility Ordinance	X		
e. Slavery Disclosure Ordinance	X		
f. Bidder Certification CEC Form 50	X		
*N/A = not applicable ** Contracts over \$100,000			

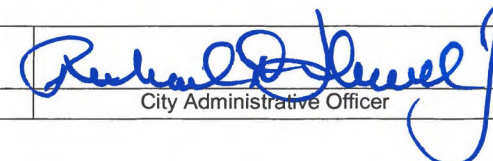
RECOMMENDATION

That the Council:

- 1) Approve, and authorize the General Manager of the Personnel Department to execute the Second Restated and Amended Professional Services Agreement (C-113556) with GovernmentJobs.com, Inc., doing business as NeoGov, for the term of June 5, 2008 through May 31, 2018, to provide online services for recruitment, selection, and applicant tracking in an amount not to exceed \$1,552,750, subject to the review and approval of the City Attorney, and
- 2) Instruct the Personnel Department to ensure that the necessary insurance documentation meeting the limits deemed appropriate by the Office of the City Administrative Officer's Risk Manager has been submitted through TRACK4LA, prior to executing the Agreement.

COMMENTS

The Personnel Department (Department) requests authority to enter into a Second Restated and Amended (Amendment) Professional Services Agreement C-113556 (Agreement) with GovernmentJobs.com, Inc., doing business as NeoGov (Contractor), on a sole source basis, to provide online services for recruitment, selection, and applicant tracking. This Amendment extends the term of the Agreement for an additional two years, effective June 1, 2016 to May 31, 2018, and

		
LGC	Analyst	01170062
Assistant CAO		City Administrative Officer

adds \$130,000 to the Agreement's compensation limit. The compensation ceiling for the term of the Agreement is \$1,552,750 for complete and satisfactory performance of the terms of the Agreement.

The scope of services was expanded to include customization to the Computer Based Testing (CBT) component of the Test Management System (TMS) at a one-time cost of \$50,000 and an annual licensing cost of \$40,000 for use of TMS and CBT. TMS provides for the creation of written tests and the ability to conduct detailed statistical analysis on written test items, groups, sections, and tests. CBT allows the City to administer multiple choice tests in either a proctored or unproctored online setting.

In accordance with Los Angeles Administrative Code Section 10.5(b), City Council approval of the proposed Amendment is required because the cumulative term exceeds three years and the total annual payment exceeds \$145,566. The Contractor has complied with all applicable City contracting requirements, with the exception of providing updated insurance documentation. The Department indicates this insurance documentation submission is in progress.

FISCAL IMPACT STATEMENT

Funding for this Agreement is budgeted in the Personnel Department Contractual Services Account No. 003040. The Agreement complies with the City's Financial Policies in that the City's financial obligation is limited to funds budgeted for services rendered per the terms of the Agreement.

RHL:LGC:01170062

Attachment

**BOARD OF CIVIL SERVICE
COMMISSIONERS**

Room 360, PERSONNEL BUILDING

—
JONATHAN M. WEISS
PRESIDENT

JEANNE A. FUGATE
VICE PRESIDENT

COMMISSIONERS:
GABRIEL J. ESPARZA
NANCY P. McCLELLAND
RAUL PÉREZ

—
BRUCE WHIDDEN
COMMISSION EXECUTIVE DIRECTOR

**CITY OF LOS ANGELES
CALIFORNIA**



ERIC GARCETTI
MAYOR

PERSONNEL DEPARTMENT

PERSONNEL BUILDING
700 EAST TEMPLE STREET
LOS ANGELES, CA 90012

—
Wendy G. Macy
GENERAL MANAGER

March 22, 2017

Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
Los Angeles, CA 90012

Attention: Mandy Morales, Legislative Coordinator

**Subject: REQUEST FOR REVIEW OF SECOND RESTATED AND AMENDED
AGREEMENT – NEOGOV, INC.**

Dear Mayor Garcetti:

In accordance with Executive Directive No. 3, attached for your review and approval is the Second Restated and Amended Agreement with GovernmentJobs.com, doing business as NeoGov, Inc., ("NeoGov"), to augment the in-house developed online application system and the existing Candidate Application Processing System (CAPS) with a single, integrated system that processes applicants from their initial time of contact (application) throughout the complex, lengthy selection process until they are appointed to a job.

Background

During Fiscal Year 2007-08, the City's Personnel Department looked to streamline and improve its recruitment, application, examining, and hiring process. At that time, the Personnel Department was utilizing several applicant-processing systems that were developed in-house to meet the City's unique needs. However, as the systems were developed years ago, they did not meet the City's needs moving forward, as they became inefficient, incapable of handling large candidate groups, labor intensive, and required an undue amount of system support.

NeoGov was found to be the sole source of a single, integrated proprietary system for large public sector agencies, processing applicants through recruitment, applications, selection, and appointments. NeoGov focuses exclusively on public sector workforce; delivers integrated and scalable enterprise applications for government agencies, and

provides its Insight Enterprise System ("Insight"), which automates the entire hiring process from requisition to hire.

Effective June 2008, the City of Los Angeles and NeoGov entered into Contract No. C-113556, wherein NeoGov agreed to provide the services as indicated in their proposal.

Effective June 2011 and April 2012, the City of Los Angeles and NeoGov executed First and Second Amendments respectively, to continue services for one-year increments each.

At its December 2013 meeting, the City Council adopted a motion recommending the extension of Contract No. C-113556 for three additional years, through 2016, with the option to extend an additional two one-year periods, exercisable by Personnel Department's General Manager.

Effective January 2014, the City of Los Angeles and NeoGov executed a First Restated and Amended Contract to continue services through May 2016. The City of Los Angeles and NeoGov now wish to exercise the option to extend the term of the Contract for an additional two years, through May 2018.

The City of Los Angeles currently needs to include NeoGov's Test Management System (TMS) and Computer Based Testing (CBT) components. This system would allow for the replacement of the outdated item bank system the City currently uses to develop multiple choice tests. In addition, it would allow for an innovative approach to administer multiple choice tests in an online setting.

The City's total obligation under this contract shall not exceed \$700,000 for five years of complete and satisfactory performance of the contract's terms.

The Contractor's compliance documentation statuses are as follows:

Contractor's Slavery Disclosure affidavit is current.

Contractor's Equal Benefits and First Source Hiring Ordinance affidavits have been requested.

Contractor's Contractor Responsibility Ordinance verification forms, Municipal Lobbying Ordinance documentations, and insurance certifications have been requested.

The headquarter address for this Contractor is as follows:

NeoGov, Inc.
222 N Sepulveda Blvd., Suite 2000
El Segundo, CA 90245

Because of our interest in ensuring service continuity, we have already solicited language review from the City Attorney for this proposed personal services contract.

Fiscal Impact

Funding for this personal services contract is budgeted in the Personnel Department Contractual Services Account 3040.

Recommendation

That the General Manager of the Personnel Department, or her designee, be authorized to execute a Second Restated and Amended Agreement with NeoGov, Inc. to augment the in-house developed online application system and the existing Candidate Application Processing System (CAPS) with a single, integrated system that processes applicants from their initial time of contact (application) throughout the complex, lengthy selection process until they are appointed to a job for a term of ten years.

Please contact Bobbi Jacobsen at (213) 473-9148 with any additional questions.

Respectfully submitted,



Wendy G. Macy
General Manager

Attachment

ec: Leah Chu, CAO

SECOND AMENDED AND RESTATED AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES

AND

GOVERNMENTJOBS.COM, INC. (dba NeoGov)

FOR

ONLINE SERVICES

FOR

RECRUITMENT, SELECTION, AND APPLICANT TRACKING

CONTRACT NO.: C-113556

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SECOND RESTATED AND AMENDED CONTRACT NO. C-113556
BETWEEN
THE CITY OF LOS ANGELES
AND
GOVERNMENTJOBS.COM, INC. (dbaNEOGOV, INC.)

This SECOND RESTATED AND AMENDED Contract No. C-113556 is made and entered into by and between the City of Los Angeles, a municipal corporation, acting by and through the Personnel Department (hereinafter referred to as "CITY") and GovernmentJobs.Com, Inc. (dba NEOGOV and hereinafter referred to as "CONTRACTOR"), with reference to the following:

RECITALS

1. CITY has a need to augment the in-house developed online application system and the existing Candidate Application Processing System (CAPS) with a single, integrated system that processes applicants from their initial time of contact (application) throughout the complex, lengthy selection process until they are appointed to a job;
2. CONTRACTOR focuses exclusively on public sector workforce; delivers integrated and scalable enterprise applications for government agencies, and provides its Insight Enterprise System (hereinafter referred to as "SYSTEM"), which automates the entire hiring process from requisition to hire;
3. CONTRACTOR was found to be the sole source of a single, integrated proprietary system for large public sector agencies, processing applicants through recruitment, application, selection and appointment;
4. CITY'S Employee Selection Division shall administer the contract to ensure all provisions are properly executed;
5. The services to be performed are of an expert and technical nature;
6. CITY is funded for these services in its Contractual Services Account;
7. Effective June 5, 2008, CITY and CONTRACTOR entered into Contract No. C-113556, wherein CONTRACTOR agreed to provide the services as indicated in CONTRACTOR's proposal, through June 4, 2011;
8. Effective June 30, 2011, CITY and CONTRACTOR executed a First Amendment to Contract No. C-113556, to continue services through June 6, 2012;
9. Effective April 2, 2012, CITY and CONTRACTOR executed a Second Amendment to Contract No. C-113556, to continue services through May 31, 2013;
10. The City Council at its December 3, 2013 meeting adopted a motion recommending the extension of NEOGOV's contract for three (3) additional years, through May 31, 2016, with the option to extend an additional two one-year periods, exercisable by Personnel Department's General Manager;

11. The CITY and the CONTRACTOR agreed to add up to five (5) additional years to the term of the Contract, commencing June 1, 2013 through May 31, 2018, under the same terms, covenants and conditions as are contained in Contract No. C-113556, except as amended herein;
12. Effective January 17, 2014, the CITY and CONTRACTOR executed a First Restated and Amended Contract to continue services through May 31, 2016, but CITY has a continuing need for the services of CONTRACTOR;
13. The CITY and CONTRACTOR wish to exercise the option to extend the term of the Contract for an additional two years, through May 31, 2018;
14. Contract payment section will be modified to adjust for the current status of the implementation process and additional services provided;
15. The CITY will pay the initial agreed upon second non-recurring cost of the completion of the Migration Period in the amount of \$9,500, as indicated in Section 7.1(H);
16. Data migration technology has advanced materially since the inception of this agreement and the parties have determined that it is in the best interest of the CITY for CONTRACTOR to add additional data migration services in a total amount not to exceed \$4,000, based on a discounted price from the CONTRACTOR'S customization services hourly rate;
17. An additional \$4,000 annual CAPS licensing fee has been added to reflect the intent of the original contract entered into by the CITY and CONTRACTOR. Section 7.1(I) was intended to include the \$4,000 annual licensing fee but that was not accurately reflected;
18. An additional \$4,000 annual Seniority Points licensing fee has been added to reflect the intent of the original contract entered into by the CITY and CONTRACTOR. Section 7.1(I) was intended to include the \$4,000 annual licensing fee but that was not accurately reflected;
19. The CITY now needs to include the CONTRACTOR'S Test Management System (TMS) and Computer Based Testing (CBT) component, as outlined under Section 7.3. The system would allow for the replacement of the outdated item bank system the CITY currently uses to develop multiple choice tests. In addition, it would allow for an innovative approach to administer multiple choice tests in an online setting (proctored and unproctored). This would be vital in achieving one of the CITY's innovative approaches to testing; and
20. The CITY requires an amount of \$40,000 per year to pay for the annual licensing fee for these services to test an unlimited amount of candidates in order to fill critical City vacancies. In addition, the City requires a one-time amount of \$50,000 to pay for customizations to the TMS in order to achieve specific automated functions and increase security of test items. \$25,000 would be paid to initiate system customizations and the remaining \$25,000 will be paid once all customized deliverables are met.

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby covenant, represent, and agree as follows:

1. REPRESENTATIVES, SERVICES OF NOTICES AND CONDITIONS PRECEDENT

1.1. Representatives

The representatives of the respective parties authorized to administer this Contract and to whom formal notices, demands, and communications will be given are as follows:

The representative of City will be, unless otherwise stated in the Contract:

Wendy G. Macy, General Manager, Personnel Department or designee.
Designee:

Tina Lee Rodriguez
Selection Division
Personnel Department
700 E. Temple Street, Room 320
Los Angeles, CA 90012

The representative of the CONTRACTOR shall be:

Scott Letourneau
President
NEOGOV, Inc.
222 North Sepulveda Blvd., Suite 2000
El Segundo, CA 90245

1.2. Services of Notices

Formal notices and general correspondence to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated two (2) days after the date of mailing.

If the name of the person designated to receive the notices or correspondence or the address of such person changes, written notice will be given, in accordance with this Section within five (5) working days of said change.

1.3. Conditions Precedent

1.3.1 Inception of Services

Inception of Services shall be defined as the specific date on which CONTRACTOR assumes responsibility for referred enterprise system services. This date shall be mutually agreed upon by the CITY and CONTRACTOR.

CONTRACTOR shall perform the computerized enterprise system services in the manner and scope described herein, as described in any document or exhibit incorporated as a part of this Contract by reference, or as described within any document, which specifically provides that it is subject to the terms of this Contract.

2. DISCLOSURE OF INFORMATION, CONFLICT OF INTEREST AND CONFIDENTIALITY

2.1. Disclosure of Information

In no event shall CONTRACTOR, its employees, agents, and subcontractors, disclose any detailed information regarding CITY'S recruitment, selection and applicant tracking methods, as well as any personal information regarding an applicant, including the existence or nonexistence of an applicant or employee, without the express written permission of CITY, except as necessary to conduct its business and provide the services identified in this Contract. CONTRACTOR shall issue no press release without written authorization from the City and City approval of the content of the press release. CONTRACTOR shall not respond to any media inquiry regarding the program as a whole or individual applicants and shall refer such inquiries to the General Manager's designee. Upon execution and approval of this Agreement, CONTRACTOR may identify CITY as a client in promotional material but may not provide specific information concerning the CITY's use of the CONTRACTOR's services.

2.2. Confidentiality

All documents, records and information provided by CITY to CONTRACTOR, or accessed, reviewed, or produced by CONTRACTOR during performance of this Contract, including but not limited to personal applicant information, test methods and results, shall remain the property of CITY. All documents, records, and information provided by CITY to CONTRACTOR, or accessed, reviewed, or produced by CONTRACTOR during performance of this Contract, are confidential (hereinafter collectively referred to as "Confidential Information"). CONTRACTOR agrees not to provide Confidential Information, or disclose its content or any information contained in it either orally or in writing, to any other person or entity. CONTRACTOR agrees that all Confidential Information used or reviewed in connection with CONTRACTOR'S work for CITY will be used only for the purpose of carrying out CITY business and cannot be used for any other purpose. CONTRACTOR shall be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in its possession.

Any Confidential Information provided by CITY to CONTRACTOR, or accessed, reviewed, or produced by CONTRACTOR, during performance of this Contract, shall be made available to its employees, agents, and subcontractors only on a need-to-know basis. Further, CONTRACTOR will provide written instructions to all of its employees, agents and subcontractors with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

CONTRACTOR must not remove Confidential Information or any other documents or information used or reviewed in connection with CONTRACTOR'S work for CITY from CONTRACTOR facilities without prior approval from CITY. CONTRACTOR shall, at the

conclusion of this Contract, or at the request of CITY, promptly return to CITY any and all Confidential Information and all other written materials, notes, documents, or other information obtained by CONTRACTOR during the course of work under this Contract. CONTRACTOR shall not make or retain copies of any such information, materials or documents. CONTRACTOR and its employees, agents, and subcontractors may have access to Confidential Information, to which access is controlled by statute. Misuse of such information may adversely affect the subject individual's civil rights and violates the law. CONTRACTOR shall implement such reasonable and prudent measures to keep secure and private all Confidential Information accessed by its employees, agents, and subcontractors during the performance of this Contract as are required by law and this Contract. CONTRACTOR shall advise its employees, agents, and subcontractors of this confidentiality requirement.

All of CONTRACTOR'S employees assigned to perform services, or to provide support to those performing services for the CITY under this Contract shall sign and adhere to a Statement of Confidentiality, attached hereto as Attachment D, which has been reviewed and approved by CITY, and includes, but is not limited to, media contacts, nondisclosure of information, and that conforms, to the extent possible, to CITY'S own ethics and confidentiality statements. Such statements shall be reviewed annually by CONTRACTOR with its employees.

The provisions of this Section shall survive termination or expiration of this Contract.

3. CURRENT OPERATING SYSTEMS

3.1. PaySR, CAPS, and CRaFTS Software

CITY currently uses Payroll System Replacement (PaySR) to track payroll and City employment information. CITY also currently uses Candidate Application Processing System (CAPS) to calculate seniority based on data received from PaySR.

CITY currently uses an in-house developed Candidate Application Processing System (CAPS) to track all applicant information, which includes, but is not limited to, contact information, special skill sets, test information, background information, status in an examination, and eligibility information.

CITY currently uses Certification Request and Fulfillment Tracking System (CRaFTS), an in-house developed system, to maintain all information pertaining to requisitions and selection. All departments of the City of Los Angeles have access to CRaFTS. User departments request certifications via CRaFTS. Personnel Department staff responds to online requests for certification by generating the certification in CAPS. CRaFTS automatically sends an email to the user department to notify them that the certification is available. User department staff can then access the certification directly in CRaFTS, print the certification as needed, and enter the dispositions in CRaFTS. Automatic email notifications are sent to the user departments at various intervals to notify the department of the expiring certification.

3.2. Migration and Transition

CONTRACTOR shall provide transition support to migrate CAPS and CRaFTS information to populate the SYSTEM. Such support may be in the form of consulting, programming or other services. CONTRACTOR shall be paid in accordance with the fee specified in Section 7.1(g-h) Deliverables and Payment Terms.

The SYSTEM shall interface with CAPS so as to notify CAPS of candidates for whom seniority calculations are needed, receive said seniority calculations from CAPS, and apply the seniority calculations to the appropriate test score(s) and the final general average for each candidate, as described in Attachment C: City of Los Angeles CAPS Interface Scope Document. CONTRACTOR shall be paid in accordance with the cost specified in Section 7.1(i) Deliverables and Payment Terms.

CONTRACTOR shall create a customized tentative eligible list for each examination to be used during the CITY's Review Period following completion of an examination. The examination results finally established after consideration of any appeals shall contain the names of the candidates on a list to be adopted by the General Manager as the Report of Examination. CONTRACTOR shall be paid in accordance with the cost specified in Section 7.1(j) Deliverables and Payment Terms.

The following deliverables have been met and compensated for as agreed upon by the CONTRACTOR and CITY per Section 7 (Deliverables, Payment Terms and Invoicing):

Deliverable	Contract Section	Amount
License Subscription to Insight Enterprise Edition	7.1.D	\$12,250
Licensing Fee	7.1.D	\$98,000
Insight Provisioning	7.1.E	\$49,000
Insight Provisioning	7.1.F	\$21,000
Data Migration (First Non-Recurring Cost)	7.1.G	\$15,500
Data Migration (Non-Recurring Costs)	7.1.H	\$13,500
CAPS Interface and Seniority Points	7.1.I	\$61,000
Customized Report	7.1.J	\$2,000
Training	7.1.K	\$40,000

3.3. Replacement

CITY may at its discretion replace the SYSTEM with another enterprise system in the manner and scope described herein. When and if this occurs, CONTRACTOR shall, within thirty (30) days of notification of termination of this agreement, provide CITY with dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL). The dedicated data files will be comprised of the CITY's data contained in CONTRACTOR's SYSTEM. The structure of the relational database will be specific to the CITY's data and will not be representative of the CONTRACTOR's proprietary database. CONTRACTOR will also work cooperatively with the CITY and any

replacement vendor to ensure that the data is provided. If the format for the data differs from the methods mentioned above, the CONTRACTOR will apply a cost to the CITY for any programming that is required. The cost will be based on the CONTRACTOR's hourly rate.

4. SCOPE OF SERVICES

4.1. Contractor Requirements

CONTRACTOR shall provide a single, integrated enterprise application that is reliable, accessible and secure to augment the CITY'S existing online application system and the CITY'S Candidate Application Processing System, which separately contain data as it relates to the City's recruitment, selection, and applicant tracking efforts. The enterprise application should be easy-to-use, have the ability to be quickly implemented, provide for future workflow automation, and provide savings in development, maintenance, and administrative expenses.

The SYSTEM shall provide the following functionality in Human Resources activities:

4.1.1. Recruitment

- Customize online job application
- Accept job applications online
- Online applications integration with CITY'S website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search City's applicant database
- Real-time database of all applicant information
- Recruitment and examination planning
- Refer to Attachment B: System Requirements

4.1.2. Selection

- Screen applicants automatically as they apply
- Create, store, and reuse supplemental exam questions
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Create multiple choice tests from the TMS item bank
- Administer online tests
- Score, rank, and refer applicants
- Refer to Attachment B: System Requirements

4.1.3. Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching
- Refer to Attachment B: System Requirements

4.1.4. Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant qualify, etc.
- Access to all standard systems reports
- Ad Hoc reporting tool
- Refer to Attachment B: System Requirements

4.1.5. Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials
- Refer to Attachment B: System Requirements

4.2. Quarterly Upgrades

CONTRACTOR shall provide quarterly upgrades of the SYSTEM at no cost to the CITY. CITY understands that the upgrades implemented on a quarterly basis are the result of a consensus of the needs among all agency users of the SYSTEM.

4.2.1. Customization

If CITY determines a need for an upgrade or reporting mechanism to conduct CITY business, and such upgrade or reporting mechanism is not included in the quarterly upgrades, CONTRACTOR shall provide customization services to meet the CITY'S business needs. Such services may be in the form of consulting, programming or other services. CONTRACTOR shall be paid in accordance with the hourly rates specified in Section 6.2 CONTRACTOR'S Hourly Rates.

If CITY determines a need to create a customized feature as set forth in Attachment B: System Requirements, CONTRACTOR shall be paid in accordance with the hourly rates specified in Section 7.2 CONTRACTOR'S Hourly Rates.

4.3. Data Ownership

CONTRACTOR acknowledges and agrees that all documents, publications, databases, videos, reports, analyses, studies, drawings, information, or data (hereinafter collectively referred to as "Materials"), originated and prepared by CONTRACTOR pursuant to the terms of this Agreement, are "Work Made for Hire" and will become the property of the CITY for its use in any manner it deems appropriate. CONTRACTOR assigns any and all of its respective interests and rights in such property to the CITY.

All documents and records (hereinafter collectively referred to as "Documents") provided by the CITY to CONTRACTOR will remain the property of the CITY and must be returned to the CITY upon termination of this Contract or at request of the CITY.

The provisions of this section survive termination or expiration of this Contract.

4.4. Downtime Periods

CONTRACTOR shall notify CITY of any Downtime periods that equal or exceed thirty (30) minutes or more. Within two (2) hours of discovering or receiving notice of Downtime, CONTRACTOR shall determine whether the source of the Downtime is limited to the SYSTEM. If CONTRACTOR determines that the SYSTEM is not the source of the Downtime, CONTRACTOR will attempt to determine the source of the Downtime within an additional two (2) hour period. In any event, CONTRACTOR will notify CITY of the source of the Downtime within sixty (60) minutes of identifying the source.

4.5. System Security

4.5.1. Data Center

CONTRACTOR shall house all equipment required for the operation of the SYSTEM from its data center in California. The data center shall be in a secure area behind code access security doors. Uninterrupted Power Supply (UPS) and fire suppression systems and smoke alarms shall also be installed in the computer center.

4.5.2. Data Backup and Emergency Recovery

CONTRACTOR shall save application files to tape nightly, weekly, monthly and annually, while program files shall be saved weekly. Nightly backup tapes shall be retained for 30 days. Weekly backup tapes shall be retained for 2 months. Monthly backup tapes shall be retained for 12 months. Annual backup tapes shall be saved permanently. If data restoration or recovery shall be necessary, CONTRACTOR shall do so using the most current backup tapes. All backup tapes shall be taken to offsite, secured storage facilities.

All CITY data contained in the primary facility shall be continuously captured and replicated to a secondary site. Should a disaster occur on the main site, the secondary site must be capable of being used live until the primary site is recovered; at which time CONTRACTOR shall provide synchronization tools to mirror all data changes between both sites before resuming processing at the primary site or server.

If such secondary site does not exist, CONTRACTOR shall be responsible for developing and presenting a contingency plan to CITY regarding the possibility of losing their primary facility. CONTRACTOR shall present such a contingency plan to CITY no later than 60 days after execution of this Contract. CONTRACTOR shall implement said contingency plan no later than 30 days after CITY approval.

4.5.3. Data Security

Any breach of security covered by Senate Bill 1386, attached hereto as Attachment E, that occurs through CONTRACTOR'S website, offices or network shall require CONTRACTOR to be responsible for notifying CITY and all applicants affected by such breach. CONTRACTOR shall also be responsible for all costs associated with such notification.

4.6 Limitation of Liability

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the CONTRACTOR or its SUBCONTRACTORS of any tier. Rights and remedies available to CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California and CITY. The provisions of this paragraph survive expiration or termination of this Contract.

- (A) If promptly notified in writing of any action brought against CITY based on a claim that CONTRACTOR's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into CONTRACTOR's applications), CONTRACTOR will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that City shall permit CONTRACTOR to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without CONTRACTOR's prior written approval).
- (B) CITY acknowledges and agrees: (i) that CONTRACTOR has no proprietary, financial, or other interest in the goods or services that may be described in or offered through CITY's web site; and (ii) that except with respect to any material supplied by CONTRACTOR, CITY is solely responsible (as between CONTRACTOR and CITY) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through CITY's web site.
- (C) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR DOES NOT MAKE ANY WARRANTIES TO CITY OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER CONTRACTOR SHALL NOT BE LIABLE TO CITY OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.
- (D) Under no circumstances shall CONTRACTOR's total liability to CITY or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and

revenue received by CONTRACTOR hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 4.6(D) shall not apply to actions brought under 4.6(A) above or to any injury to persons or damages to property arising out of CONTRACTOR's gross negligence or willful, gross misconduct.

This specified limitation of liability under Section 4.6(D) shall only remain in effect so long as CITY continues to utilize Social Security numbers as identifiers for its employees. If CITY ceases to utilize Social Security numbers, City shall inform CONTRACTOR in writing of such action. Upon notification, CONTRACTOR's total liability to CITY or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), shall be increased to an amount not to exceed six times (6x) the aggregate amount of fees and revenue received by CONTRACTOR hereunder for the prior twelve (12) month period.

5. CONTRACTOR'S PERSONNEL

CONTRACTOR shall use its own employees to perform the services described in this Contract. CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. CONTRACTOR agrees to remove personnel from performing work under this Contract if requested to do so by CITY. CONTRACTOR must notify CITY if personnel cannot continue on project.

CONTRACTOR may utilize subcontractors to assist in performance of this Contract. Notwithstanding the fact that CONTRACTOR may utilize subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this Contract. CITY has the right to approve CONTRACTOR'S subcontractors and CITY reserves the right to request replacement of subcontractor. CITY does not have any obligation to pay subcontractors and nothing herein creates any privity between CITY and subcontractors.

5.1. Replacement of CONTRACTOR'S Staff

CITY reserves the right to have CONTRACTOR replace any Contract personnel with equally or better qualified staff upon submitting written notice to CONTRACTOR. In addition, CITY reserves the right to approve in advance any changes in project personnel or levels of commitment by CONTRACTOR to the project.

6. TERM OF CONTRACT

The term of this Contract is for a period of ten years, commencing on June 5, 2008, and ending on May 31, 2018, unless earlier terminated.

At the expiration of this Contract or at its termination for any reason, CONTRACTOR shall provide CITY with access to all materials and data during normal business hours for up to a week after expiration or termination of this Contract. CONTRACTOR shall efficiently, cooperatively, and responsibly return and transport all materials and data and transition all previously assigned activities back to CITY in the manner designated in Section 3.3 of this agreement. The return and transportation of all materials and data will be accomplished in the manner specified, and in a timeframe determined by CITY. CONTRACTOR shall be responsible for the reasonable cost of such transport, which shall be deducted from CONTRACTOR'S last invoice. CITY may withhold any payments due CONTRACTOR until this requirement is satisfied.

7. DELIVERABLES, PAYMENT TERMS AND INVOICING

7.1 Deliverables and Payment Terms

- A. CONTRACTOR will provide an integrated proprietary system which will provide the services as described in Attachment B: System Requirements. To implement said system, CONTRACTOR will meet with CITY to review project timelines and deliverables and to establish project expectations, including discussions of the CITY's reporting needs and CONTRACTOR's understanding of CITY's recruitment and selection processes and certification rules.
- B. CONTRACTOR shall meet with the CITY at the discretion of the CITY and provide monthly progress reports to the CITY.
- C. CONTRACTOR understands and agrees that it may not make any financial commitment on behalf of the CITY, incur any cost or expense on behalf of the CITY, or obligate the CITY to make payments for any costs or expenses, unless authorized in the approved work plans.
- D. Thirty (30) days from the date of execution of this Contract, the CITY will pay the initial SYSTEM license fee of up to \$12,250.00 upon receipt and approval of CONTRACTOR'S invoice(s) and of the first set of deliverables, which will include License Subscription to Insight Enterprise Edition.

The CITY will pay the SYSTEM license fee of \$98,000.00 for 12-month periods beginning July 1, 2008 as specified in the body of this Contract. For periods covered by this agreement that are less than 12 months, the CITY shall pay the CONTRACTOR pro-rated amount on a monthly basis.

- E. Thirty (30) days from the date of the execution of this Contract and upon receipt and approval of CONTRACTOR'S invoices, the CITY will pay the first 70% of the non-recurring Insight Provisioning cost of \$49,000.00.
- F. The CITY will pay the second 30% of the non-recurring Insight Provisioning cost of \$21,000.00 upon receipt and approval of CONTRACTOR'S invoices and of the second set of deliverables, which will include the following:
 - 1) Criteria to establish a CITY-specific training environment that will be used during training and post-training to allow the CITY to learn the SYSTEM and begin defining new roles, responsibility, and activities and to allow the CITY to train prior to moving into production.
 - 2) Configure printable job bulletin;
 - 3) Integrate CITY'S new production job opportunities, promotional opportunities, and class specifications web pages into CITY'S website;
 - 4) Establishment of CITY'S System production environment.
 - 5) Full access to the training environment;

- 6) Full access to CONTRACTOR'S Support Help Desk to help CITY users fully utilize the SYSTEM.
- G. Thirty (30) days after the initiation of the Migration Period, the CITY will pay the non-recurring cost of \$15,500.00 to CONTRACTOR upon receipt and approval of CONTRACTOR'S invoice(s) and of the third set of deliverables, which will include the following:
- 1) Documentation of the mapping, conversion testing/validation, and final production conversion of the initial 25,000 eligibles from the CITY'S existing Candidate Applicant Processing System (CAPS) to the CONTRACTOR'S SYSTEM.
- H. Thirty (30) days after the completion of the Migration Period, the CITY will pay two non-recurring costs, the first in the amount of \$9,500.00 and the second in the amount of \$4,000 to CONTRACTOR upon receipt and approval of CONTRACTOR'S invoice(s) and of the fourth set of deliverables, which will include the following:
- 1) \$9,500 will be paid for the conversion testing/validation, and final production conversion of all remaining eligibles from the CITY'S existing Candidate Applicant Processing System (CAPS) to the CONTRACTOR'S SYSTEM as of the date the CITY stops accepting applications to ensure all application and testing information is correct. The CITY will continue to use the SYSTEM to accept applications once data migration is completed and accurate.
 - 2) \$4,000 will be paid for the complete copy of the current SYSTEM's Production environment into a new User Acceptance Testing environment that the CITY will use for testing data migration. In addition, the City's existing information from CAPS will be populated into the existing SYSTEM.
- I. Thirty (30) days after the completion of the CAPS Interface and Seniority Points Customization, the CITY will pay the non-recurring cost of \$61,000.00 to CONTRACTOR upon receipt and approval of CONTRACTOR's invoice(s) and of the fifth set of deliverables. The \$61,000.00 will be paid as follows: \$28,000.00 for the creation and implementation of the CAPS Interface; an annual cost of \$4,000.00 for the CAPS Interface license fee; \$25,000 for the creation and implementation of the Seniority Points Calculations; and an annual cost of \$4,000.00 for the Seniority Points license fee. The fifth set of deliverables will include the following:
- 1) Creation of a SYSTEM interface with CAPS to pass required information to CAPS in order for CAPS to create applicant records, as described in Section 2 of Attachment C: City of Los Angeles CAPS Interface Scope Document.

- 2) CONTRACTOR will create an import from CAPS to capture the promotional seniority points, as described in Section 3 of Attachment C: City of Los Angeles CAPS Interface Scope Document.
 - 3) The design and process of the CAPS interface will follow the guidelines set forth in Attachment C: City of Los Angeles CAPS Interface Scope Document.
 - 4) Modify the SYSTEM to process seniority points as indicated in Attachment B: System Requirements, item numbers 227, 236, 237, 270, and 272.
- J. Thirty (30) days after the completion of the customized Report of Examination, the CITY will pay the non-recurring cost of \$2,000.00 to CONTRACTOR upon receipt and approval of CONTRACTOR's invoice(s) and of the sixth set of deliverables, which will include the following:
- 1) A Report of Examination that shall include promotional seniority points and include separate sections for Eligibility, Finally Failed, Failed, Lapsed, Disqualified, and Withdrawn.
 - 2) For eligibles, the report includes their name, final general average, and rank. For ineligibles, the report only includes their name.
 - 3) The Report of Examination shall have the functionality to optionally include the social security number and to optionally sort by score, alphabetical order, and alphabetical order within a specific score.
- K. Thirty (30) days after the completion of the Training Period, the CITY will pay the non-recurring cost of \$40,000.00 to CONTRACTOR upon receipt and approval of CONTRACTOR'S invoice(s) and of the seventh set of deliverables, which will include the following:
- 1) Conduct of a minimum of eight (8) hours of on-line instruction led training and provide all required user exercises and user guides to the CITY;
 - 2) Train the remaining CITY staff to complete their tasks using the SYSTEM.

7.2 CONTRACTOR'S Hourly Rates

The hourly rate for the CONTRACTOR'S customization services is \$150.00.

7.3 Deliverables and Payment Terms

- 7.3.1 CONTRACTOR shall provide all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months. The CITY may also consider the purchase of Customization services for enhancements to the SYSTEM, which the CITY determines necessary to perform their work prior to a scheduled roll-out.

7.3.2 CONTRACTOR also provides a Test Management System (TMS) component which provides for creation of written tests and the ability to conduct detailed statistical analysis on written test items, groups, sections, and tests. The TMS also includes a Computer Based Testing (CBT) component which provides for the administration of (multiple choice) tests via computers (online), provides immediate scoring feedback and results. After initial implementation of the SYSTEM, the CITY may consider the purchase of the license to operate the TMS at a cost of \$40,000 for 12 months of use. For periods covered by this agreement that are less than 12 months, the CITY shall pay the CONTRACTOR pro-rated amount on a monthly basis. In addition, customization for the TMS and CBT will be at a one-time cost of \$50,000. \$25,000 will be paid to initiate customizations and the remaining \$25,000 will be paid after all customized deliverables are met.

7.4 Total Obligation

7.41 CITY'S total obligation (including optional expenses) shall not exceed \$852,750.00, as follows: \$139,750.00 for the period June 1, 2008 through June 30, 2008; \$196,500.00 for the period July 1, 2008 to June 30, 2009; \$126,000.00 for the period July 1, 2009 to June 30, 2010; \$142,000.00 for the period July 1, 2010 to June 30, 2011; \$142,000.00 for the optional renewal period July 1, 2011 to June 30, 2012; and \$106,500.00 for the prorated optional renewal period July 1, 2012 to May 31, 2013 for complete and satisfactory performance of the terms of this Contract, inclusive of all expenses and costs. Unless otherwise specified, all obligations under this Contract shall be paid directly by CITY. The CITY reserves the right to increase or decrease the allocation between various periods of the total obligation under this Contract.

Table 1: Proposed Allocation of the City's Total Obligation for the Period June 1, 2008 through May 31, 2013

	6/1/08 - 6/30/08	7/01/08 - 6/30/09	7/01/09 - 6/30/10	7/01/10 - 6/30/11	7/01/11 - 6/30/12	7/01/12 - 5/31/13
Insight Enterprise Edition						
Annual License Subscription	\$12,250.00	\$98,000.00	\$98,000.00	\$98,000.00	\$98,000.00	\$73,500.00
Provisioning	\$49,000.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Migration	\$15,500.00	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00
CAPS Interface	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Additional License Fee	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Seniority Points	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Additional License Fee	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tentative Eligible List	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Training	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Yearly Total	\$139,750.00	\$168,500.00	\$98,000.00	\$98,000.00	\$98,000.00	\$73,500.00
Optional Costs						
Customization		\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$6,000.00
TMS –license		\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$15,000.00
CBT – license		Waived	Waived	\$16,000.00	\$16,000.00	\$12,000.00
Optional Total		\$28,000.00	\$28,000.00	\$44,000.00	\$44,000.00	\$33,000.00
Contract Maximum	\$139,750.00	\$196,500.00	\$126,000.00	\$142,000.00	\$142,000.00	\$106,500.00
	6/1/08 - 6/30/08	7/01/08 - 6/30/09	7/01/09 - 6/30/10	7/01/10 - 6/30/11	7/01/11 - 6/30/12	7/01/12 - 5/31/13

7.42 CITY'S total obligation (including optional expenses) shall not exceed \$700,000.00, as follows: \$146,000.00 for the period June 1, 2013 through May 31 2014; \$106,000.00 for the period June 1, 2014 to May 31, 2015; \$106,000.00 for the period June 1, 2015 to May 31, 2016; \$196,000.00 for the period June 1, 2016 to May 31, 2017; and \$146,000.00 for the period June 1, 2017 to May 31, 2018. In addition to the prior stated obligations, the CITY will make available up to \$40,000, starting from the inception of this SECOND RESTATED and AMENDED AGREEMENT, for any customization fee that may be required, as stated under Section 4.2.1 for complete and satisfactory performance of the terms of this Contract, inclusive of all expenses and costs. Unless otherwise specified, all obligations under this Contract shall be paid directly by CITY. The CITY reserves the right to increase or decrease the allocation between various periods of the total obligation under this Contract.

Table 2: Proposed Allocation of the City's Total Obligation for the Period June 1, 2013 through May 31, 2018

	6/1/2013-5/31/2014	6/1/2014-5/31/2015	6/1/2015-5/31/2016	6/1/2016-5/31/2017	6/1/2017-5/31/2018
Insight Enterprise Edition					
Annual License Subscription	\$98,000.00	\$98,000.00	\$98,000.00	\$98,000.00	\$98,000.00
Provisioning					
Migration					
CAPS Interface					
Additional License Fee	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Seniority Points					
Additional License Fee	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Tentative Eligible List					
Training					
Yearly Total	\$106,000.00	\$106,000.00	\$106,000.00	\$106,000.00	\$106,000.00
Optional Costs					
Customization	\$40,000				
TMS/CBT –license				\$40,000	\$40,000
TMS Customization				\$50,000	
Optional Total					
Contract Maximum	\$146,000.00	\$106,000.00	\$106,000.00	\$196,000.00	\$146,000.00
	6/1/2013-5/31/2014	6/1/2014-5/31/2015	6/1/2015-5/31/2016	6/1/2016-5/31/2017	6/1/2017-5/31/2018

7.5 Limitation of City's Obligation to Make Payments to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to CONTRACTOR unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Contract. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to the CITY and the CITY shall have no obligation to pay for said services, purchases

or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this Contract.

7.6 Invoicing

CONTRACTOR shall prepare and submit invoices to CITY setting forth therein the services performed for which payment is requested. Payment shall be made within 30 calendar days of receipt of a full and complete invoice and only after such invoice has been approved for payment by the Chief of the Selection Division for the General Manager of the Personnel Department. Invoices shall be submitted to:

Tina Lee Rodriguez- Chief
Selection Division
Personnel Department
700 E. Temple Street, Room 320
Los Angeles, CA 90012

To ensure that services provided under personal services contracts are measured against services as detailed in the Contract, the Controller of CITY has developed policy requiring that specific supporting documentation be submitted with invoices.

CONTRACTOR is required to submit invoices that conform to CITY standards and include, at a minimum, the following information:

- 1) Name and address of CONTRACTOR
- 2) Name and address of CITY department being billed
- 3) Date of the invoice and period covered
- 4) Reference to Contract number or authority (purchase order) number
- 5) Reference to Task Order or Notice to Proceed
- 6) Description of completed task and amount due for task:
- 7) Original manufacturer's invoice for items where cost or cost plus is supported by Contract
- 8) Total due and payment terms
- 9) Discounts and terms (if applicable)
- 10) Certification by a duly authorized officer
- 11) Remittance Address (if different from CONTRACTOR'S address)

All invoices shall be submitted on CONTRACTOR'S letterhead, contain CONTRACTOR'S official logo, or contain other unique and identifying information such as name and address

of CONTRACTOR or individual. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices shall be submitted within 30 days of service, or monthly, and shall be payable to CONTRACTOR no later than 30 days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by CITY'S representative.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY shall not compensate CONTRACTOR for any costs incurred for invoice preparation. CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. CITY reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in non-payment or non-approval of demands, pursuant to Charter Section 262(a), which requires CITY'S Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies or equipment received by any office or department of CITY, and approve demands before they are drawn on the Treasury.

8. STANDARD PROVISIONS

8.1. Standard Provisions for City Contracts

CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 3/09), attached hereto as Attachment A and made a part hereof.

8.2 Responsibility to Provide Services in Accordance with Applicable Standards

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in CONTRACTOR'S profession, doing the same or similar work, under the same or similar circumstances.

8.3 Compliance with Statutes and Regulations

CONTRACTOR, in the performance of this Contract, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and CITY of Los Angeles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Contract.

8.4 First Source Hiring Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Agreement is subject to the First Source Hiring Ordinance ("FSHO"), Section 10.44, et seq. of the Los Angeles Administrative Code, as it may be amended from time to time. Failure to fully comply with the requirements of the FSHO may result in termination of the Agreement.

8.5 Non-Discrimination

Unless otherwise exempt, this Contract is subject to the applicable provisions of the Non-discrimination in Employment Ordinance (“NDEO”), Los Angeles Admin Code Sections 10.8 et seq., as amended from time to time. The NDEO requires, among other things, that the Contractor shall not discriminate in any of its hiring or employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the NDEO. The Contractor is required to obtain the compliance of its subcontractors of the NDEO.

8.6 Affirmative Action Program

Every non-construction and construction Contract with or on behalf of the City for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the Affirmative Action Program provisions of such Contract:

- A. During the performance of this Contract, the Contractor certifies and represents that Contractor and each Subcontractor hereunder will adhere to this Affirmative Action Program to ensure that in its employment practices persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
 - 1) This section applies to work or services performed or materials manufactured or assembled in the United States.
 - 2) Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3) The Contractor shall post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- B. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of Contract and, upon request, to provide evidence that it has or will comply therewith.

- E. Contractor's failure to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.
- F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of this Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. The breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of LAAC Section 10.40. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event that the Fair Employment and Housing Commission of the State of California, or the City's Board of Public Works, or any court of competent jurisdiction, finds that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or of this Affirmative Action Program, the City may deduct from the amount payable to the Contractor a penalty of \$10.00 for each person for each calendar day on which the violation occurred.
- H. Notwithstanding any other provisions of this Contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.
- J. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. By affixing its signature to this Contract, the Contractor agrees to adhere to the provisions of this Affirmative Action Program of this Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.

1) The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

- a) Recruit and make efforts to obtain employees through:
- (i) Advertising employment opportunities in minority and other community news media or other publications.
 - (ii) Notifying minority, women and other community organizations of employment opportunities.
 - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
 - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
 - (vi) Validating all job specifications, selection requirements, tests, etc.
 - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
 - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
- b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
- c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
- d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
- e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.
- f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

- g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.
- h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:
 - (i) What steps were taken, how and on what date.
 - (ii) To whom those efforts were directed.
 - (iii) The responses received, from whom and when.
 - (iv) What other steps were taken or will be taken to comply and when.
 - (v) Why the Contractor has been or will be unable to comply.
- 2) Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
- L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1) Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 2) Classroom preparation for the job when not apprenticeable;
 - 3) Pre-apprenticeship education and preparation;
 - 4) Upgrading training and opportunities;
 - 5) Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;
 - 6) The entry of qualified women, minority and all other journeymen into the industry; and

- 7) The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.
- O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

8.7 Equal Employment Practices

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$1,000 or more shall contain the following provisions, which shall be designated as the Equal Employment Practices provision of such contract:

- A. During the performance of this Contract, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- 1) This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2) Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3) The Contractor agrees to post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration

for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- C. At the request of the Awarding Authority or the DAA, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.
- F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the City of Los Angeles. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of LAAC Section 10.40. In the event of such a determination, the Contractor shall be disqualified from being awarded a Contract with the City of Los Angeles for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this Contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish the contract compliance program.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

- J. By affixing its signature on this Contract, the Contractor agrees to adhere to the Equal Employment Practices specified herein during the performance this Contract.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:
- 1) Hiring practices;
 - 2) Apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 3) Training and promotional opportunities; and
 - 4) Reasonable accommodations for persons with disabilities.
- L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under this Contract with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations on the Subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in LAAC Section 10.8.1.1. Contractor's failure to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of this Contract.

9. AMENDMENTS TO CONTRACT

Any changes in the terms of this Contract, including changes in the services to be performed by CONTRACTOR, extension of the term, and any increase or decrease in pricing, shall be incorporated into this Contract by a written amendment properly executed by both parties.

10. TERMINATION OF CONTRACT

10.1. Termination for Convenience

CITY may terminate this Contract for CITY'S convenience at any time by giving CONTRACTOR thirty (30) days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect such termination. Thereafter, CONTRACTOR shall have no further claims against CITY under this Contract. All finished or unfinished documents and materials procured for or produced under this Contract shall become CITY property upon date of such termination.

Upon receipt of such written notice of termination of this Contract, CONTRACTOR should deliver to CITY all information, documents, data or materials to which it has had access during its performance hereunder.

10.2. Termination for Breach of Contract

- A. If CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default that is acceptable to CITY within 30 days of the written notice, then CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then CITY may immediately terminate this Contract.
- C. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S lobbying policies, then CITY may immediately terminate this Contract.
- D. In the event CITY terminates this Contract as provided in this Section, CITY may procure, upon such terms and in such manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services. However, CONTRACTOR's liability for any higher fees for such services shall not exceed by more than 50% the fees that CITY was to pay CONTRACTOR for services that remain unperformed as of the date of termination.
- E. All finished or unfinished documents and materials produced or procured under this Contract shall become CITY property upon date of such termination.
- F. If, after notice of termination of this Contract under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10.1, titled "Termination for Convenience".
- G. The rights and remedies of CITY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

11. AMBIGUITY

Any ambiguity in this Contract shall not be interpreted against any one party by virtue of that party being drafter of the Contract.

12. ENTIRE CONTRACT

- A. This Agreement contains the full and complete Contract between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Contract.
- B. In the event of any inconsistency between any of the provisions of this Contract and/or the Attachments hereto, the inconsistency shall be resolved by giving preference in the following order:

1. Second Restated and Amended Contract
2. First Restated and Amended Contract
3. Standard Provisions for City Contracts (Rev 3/09)
4. System Requirements
5. City of Los Angeles CAPS Interface Scope Document
6. Statement of Confidentiality
7. Senate Bill 1386

- C. This Contract is executed in three (3) duplicate originals, each of which is deemed to be an original. This Contract includes 30 pages and (7) documents, which constitute the entire understanding and agreement of the parties.
- D. Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

(Signature Page to Follow)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

[CONTRACTOR]*

By: _____
WENDY G. MACY
General Manager
Personnel Department

By: _____
SCOTT LETOURNEAU
President
GovernmentJobs.Com, Inc.

Date: _____

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: _____
DANIEL KREINBRING
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

* Approved Signature Methods:

- 1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

City Business License Number _____

Internal Revenue Service Taxpayer Identification Number _____

Agreement Number _____

CONTRACT BETWEEN

**THE CITY OF LOS ANGELES
AND
GovernmentJobs.Com, Inc., (dba NeoGov)
A CALIFORNIA CORPORATION**

**ONLINE SERVICES FOR
RECRUITMENT, SELECTION, AND APPLICANT TRACKING**

**FIRST RESTATED and AMENDED
CONTRACT #: C-113556**

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**FIRST RESTATED AND AMENDED CONTRACT NO. C-113556
BETWEEN
THE CITY OF LOS ANGELES
AND
GOVERNMENTJOBS.COM, INC. (dbaNEOGOV, INC.)**

This FIRST RESTATED AND AMENDED Contract No. C-113556 is made and entered into by and between the City of Los Angeles, a municipal corporation, acting by and through the Personnel Department (hereinafter referred to as "CITY") and GovernmentJobs.Com, Inc. (dba NEOGOV and hereinafter referred to as "CONTRACTOR"), with reference to the following:

RECITALS

1. CITY has a need to augment the in-house developed online application system and the existing Candidate Application Processing System (CAPS) with a single, integrated system that processes applicants from their initial time of contact (application) throughout the complex, lengthy selection process until they are appointed to a job;
2. CONTRACTOR focuses exclusively on public sector workforce; delivers integrated and scalable enterprise applications for government agencies, and provides its Insight Enterprise System (hereinafter referred to as "SYSTEM"), which automates the entire hiring process from requisition to hire;
3. CONTRACTOR was found to be the sole source of a single, integrated proprietary system for large public sector agencies, processing applicants through recruitment, application, selection and appointment;
4. CITY'S Employment Services Section shall administer the contract to ensure all provisions are properly executed;
5. The services to be performed are of an expert and technical nature and are temporary and occasional in character;
6. CITY is funded for these services in its Contractual Services Account;
7. Effective June 7, 2011, the CITY and CONTRACTOR executed a First Amendment to Contract No. C-113556, to continue services through June 5, 2012;
8. Effective June 6, 2012, the CITY and CONTRACTOR executed a Second Amendment to Contract No. C-113556, to continue services through May 31, 2013;
9. Contract No. C-113556 expired on May 31, 2013, but the CITY has a continuing need for the services of CONTRACTOR;
10. The City Council at its December 3, 2013 meeting adopted a motion recommending the extension of NEOGOV's contract for three (3) additional years, through May 31, 2016, with the option to extend an additional two one-year periods, exercisable by Personnel Department's General Manager;

11. The CITY and the CONTRACTOR agree to add up to five (5) additional years to the term of the Contract, commencing June 1, 2013 through May 31, 2018, under the same terms, covenants and conditions as are contained in Contract No. C-113556, except as amended herein;
12. Contract payment section will be modified to adjust for the current status of the implementation process and additional services provided;
13. The CITY will pay the initial agreed upon second non-recurring cost of the completion of the Migration Period in the amount of \$9,500, as indicated in Section 7.1(H);
14. Data migration technology has advanced materially since the inception of this agreement and the parties have determined that it is in the best interest of the CITY for CONTRACTOR to add additional data migration services in a total amount not to exceed \$4,000, based on a discounted price from the CONTRACTOR'S customization services hourly rate;
15. An additional \$4,000 annual CAPS licensing fee has been added to reflect the intent of the original contract entered into by the CITY and CONTRACTOR. Section 7.1(I) was intended to include the \$4,000 annual licensing fee but that was not accurately reflected.;
16. An additional \$4,000 annual Seniority Points licensing fee has been added to reflect the intent of the original contract entered into by the CITY and CONTRACTOR. Section 7.1(I) was intended to include the \$4,000 annual licensing fee but that was not accurately reflected.; and
17. The CITY requires an amount not to exceed \$40,000 for "as needed" customization services to the SYSTEM to assure continued efficient services to all customers is provided.

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby covenant, represent, and agree as follows:

1. REPRESENTATIVES, SERVICES OF NOTICES AND CONDITIONS PRECEDENT

1.1. Representatives

The representatives of the respective parties authorized to administer this Contract and to whom formal notices, demands, and communications will be given are as follows:

The representative of City will be, unless otherwise stated in the Contract:

Margaret Whelan, General Manager, Personnel Department or designee.
Designee:

Raul Lemus, Chief
Employment Services Section
Personnel Department
700 E. Temple Street, Room B-22
Los Angeles, CA 90012

The representative of the CONTRACTOR shall be:

Scott Letourneau
President
NEOGOV, Inc.
222 North Sepulveda Blvd., Suite 2000
El Segundo, CA 90245

1.2. Services of Notices

Formal notices and general correspondence to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated two (2) days after the date of mailing.

If the name of the person designated to receive the notices or correspondence or the address of such person changes, written notice will be given, in accordance with this Section within five (5) working days of said change.

1.3. Conditions Precedent

1.3.1 Inception of Services

Inception of Services shall be defined as the specific date on which CONTRACTOR assumes responsibility for referred enterprise system services. This date shall be mutually agreed upon by the CITY and CONTRACTOR.

CONTRACTOR shall perform the computerized enterprise system services in the manner and scope described herein, as described in any document or exhibit incorporated as a part of this Contract by reference, or as described within any document, which specifically provides that it is subject to the terms of this Contract.

2. DISCLOSURE OF INFORMATION, CONFLICT OF INTEREST AND CONFIDENTIALITY

2.1. Disclosure of Information

In no event shall CONTRACTOR, its employees, agents, and subcontractors, disclose any detailed information regarding CITY'S recruitment, selection and applicant tracking methods, as well as any personal information regarding an applicant, including the existence or nonexistence of an applicant or employee, without the express written permission of CITY, except as necessary to conduct its business and provide the services identified in this Contract. CONTRACTOR shall issue no press release without written authorization from the City and City approval of the content of the press release. CONTRACTOR shall not respond to any media inquiry regarding the program as a whole or individual applicants and shall refer such inquiries to the General Manager's designee. Upon execution and approval of this Agreement, CONTRACTOR may identify CITY as a client in promotional material but may not provide specific information concerning the CITY's use of the CONTRACTOR's services.

2.2. Confidentiality

All documents, records and information provided by CITY to CONTRACTOR, or accessed, reviewed, or produced by CONTRACTOR during performance of this Contract, including but not limited to personal applicant information, test methods and results, shall remain the property of CITY. All documents, records, and information provided by CITY to CONTRACTOR, or accessed, reviewed, or produced by CONTRACTOR during performance of this Contract, are confidential (hereinafter collectively referred to as "Confidential Information"). CONTRACTOR agrees not to provide Confidential Information, or disclose its content or any information contained in it either orally or in writing, to any other person or entity. CONTRACTOR agrees that all Confidential Information used or reviewed in connection with CONTRACTOR'S work for CITY will be used only for the purpose of carrying out CITY business and cannot be used for any other purpose. CONTRACTOR shall be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in its possession.

Any Confidential Information provided by CITY to CONTRACTOR, or accessed, reviewed, or produced by CONTRACTOR, during performance of this Contract, shall be made available to its employees, agents, and subcontractors only on a need-to-know basis. Further, CONTRACTOR will provide written instructions to all of its employees, agents and subcontractors with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

CONTRACTOR must not remove Confidential Information or any other documents or information used or reviewed in connection with CONTRACTOR'S work for CITY from CONTRACTOR facilities without prior approval from CITY. CONTRACTOR shall, at the conclusion of this Contract, or at the request of CITY, promptly return to CITY any and all Confidential Information and all other written materials, notes, documents, or other information obtained by CONTRACTOR during the course of work under this Contract. CONTRACTOR shall not make or retain copies of any such information, materials or documents. CONTRACTOR and its employees, agents, and subcontractors may have access to Confidential Information, to which access is controlled by statute. Misuse of such information may adversely affect the subject individual's civil rights and violates the law. CONTRACTOR shall implement such reasonable and prudent measures to keep secure and private all Confidential Information accessed by its employees, agents, and subcontractors during the performance of this Contract as are required by law and this Contract. CONTRACTOR shall advise its employees, agents, and subcontractors of this confidentiality requirement.

All of CONTRACTOR'S employees assigned to perform services, or to provide support to those performing services for the CITY under this Contract shall sign and adhere to a Statement of Confidentiality, attached hereto as Attachment D, which has been reviewed and approved by CITY, and includes, but is not limited to, media contacts, nondisclosure of information, and that conforms, to the extent possible, to CITY'S own ethics and confidentiality statements. Such statements shall be reviewed annually by CONTRACTOR with its employees.

The provisions of this Section shall survive termination or expiration of this Contract.

3. CURRENT OPERATING SYSTEMS

3.1. PaySR, CAPS, and CRaFTS Software

CITY currently uses Payroll System Replacement (PaySR) to track payroll and City employment information. CITY also currently uses Candidate Application Processing System (CAPS) to calculate seniority based on data received from PaySR.

CITY currently uses an in-house developed Candidate Application Processing System (CAPS) to track all applicant information, which includes, but is not limited to, contact information, special skill sets, test information, background information, status in an examination, and eligibility information.

CITY currently uses Certification Request and Fulfillment Tracking System (CRaFTS), an in-house developed system, to maintain all information pertaining to requisitions and selection. All departments of the City of Los Angeles have access to CRaFTS. User departments request certifications via CRaFTS. Personnel Department staff responds to online requests for certification by generating the certification in CAPS. CRaFTS automatically sends an email to the user department to notify them that the certification is available. User department staff can then access the certification directly in CRaFTS, print the certification as needed, and enter the dispositions in CRaFTS. Automatic email notifications are sent to the user departments at various intervals to notify the department of the expiring certification.

3.2. Migration and Transition

CONTRACTOR shall provide transition support to migrate CAPS and CRaFTS information to populate the SYSTEM. Such support may be in the form of consulting, programming or other services. CONTRACTOR shall be paid in accordance with the fee specified in Section 7.1(g-h) Deliverables and Payment Terms.

The SYSTEM shall interface with CAPS so as to notify CAPS of candidates for whom seniority calculations are needed, receive said seniority calculations from CAPS, and apply the seniority calculations to the appropriate test score(s) and the final general average for each candidate, as described in Attachment C: City of Los Angeles CAPS Interface Scope Document. CONTRACTOR shall be paid in accordance with the cost specified in Section 7.1(i) Deliverables and Payment Terms.

CONTRACTOR shall create a customized tentative eligible list for each examination to be used during the CITY's Review Period following completion of an examination. The examination results finally established after consideration of any appeals shall contain the names of the candidates on a list to be adopted by the General Manager as the Report of Examination. CONTRACTOR shall be paid in accordance with the cost specified in Section 7.1(j) Deliverables and Payment Terms.

The following deliverables have been met and compensated for as agreed upon by the CONTRACTOR and CITY per Section 7 (Deliverables, Payment Terms and Invoicing):

Deliverable	Contract Section	Amount
License Subscription to Insight Enterprise Edition	7.1.D	\$12,250
Licensing Fee	7.1.D	\$98,000
Insight Provisioning	7.1.E	\$49,000
Insight Provisioning	7.1.F	\$21,000
Data Migration (First Non-Recurring Cost)	7.1.G	\$15,500
CAPS Interface and Seniority Points	7.1.I	\$61,000
Customized Report	7.1.J	\$2,000
Training	7.1.K	\$40,000

3.3. Replacement

CITY may at its discretion replace the SYSTEM with another enterprise system in the manner and scope described herein. When and if this occurs, CONTRACTOR shall, within thirty (30) days of notification of termination of this agreement, provide CITY with dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL). The dedicated data files will be comprised of the CITY's data contained in CONTRACTOR's SYSTEM. The structure of the relational database will be specific to the CITY's data and will not be representative of the CONTRACTOR's proprietary database. CONTRACTOR will also work cooperatively with the CITY and any replacement vendor to ensure that the data is provided. If the format for the data differs from the methods mentioned above, the CONTRACTOR will apply a cost to the CITY for any programming that is required. The cost will be based on the CONTRACTOR's hourly rate.

4. SCOPE OF SERVICES

4.1. Contractor Requirements

CONTRACTOR shall provide a single, integrated enterprise application that is reliable, accessible and secure to augment the CITY'S existing online application system and the CITY'S Candidate Application Processing System, which separately contain data as it relates to the City's recruitment, selection, and applicant tracking efforts. The enterprise application should be easy-to-use, have the ability to be quickly implemented, provide for future workflow automation, and provide savings in development, maintenance, and administrative expenses.

The SYSTEM shall provide the following functionality in Human Resources activities:

4.1.1. Recruitment

- Customize online job application
- Accept job applications online
- Online applications integration with CITY'S website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search City's applicant database

- Real-time database of all applicant information
- Recruitment and examination planning
- Refer to Attachment B: System Requirements

4.1.2. Selection

- Screen applicants automatically as they apply
- Create, store, and reuse supplemental exam questions
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Score, rank, and refer applicants
- Refer to Attachment B: System Requirements

4.1.3. Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching
- Refer to Attachment B: System Requirements

4.1.4. Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant qualify, etc.
- Access to all standard systems reports
- Ad Hoc reporting tool
- Refer to Attachment B: System Requirements

4.1.5. Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials
- Refer to Attachment B: System Requirements

4.2. Quarterly Upgrades

CONTRACTOR shall provide quarterly upgrades of the SYSTEM at no cost to the CITY. CITY understands that the upgrades implemented on a quarterly basis are the result of a consensus of the needs among all agency users of the SYSTEM.

4.2.1. Customization

If CITY determines a need for an upgrade or reporting mechanism to conduct CITY business, and such upgrade or reporting mechanism is not included in the quarterly upgrades, CONTRACTOR shall provide customization services to meet the CITY'S business needs. Such services may be in the form of consulting, programming or other

services. CONTRACTOR shall be paid in accordance with the hourly rates specified in Section 6.2 CONTRACTOR'S Hourly Rates.

If CITY determines a need to create a customized feature as set forth in Attachment B: System Requirements, CONTRACTOR shall be paid in accordance with the hourly rates specified in Section 7.2 CONTRACTOR'S Hourly Rates.

4.3. Data Ownership

CONTRACTOR acknowledges and agrees that all documents, publications, databases, videos, reports, analyses, studies, drawings, information, or data (hereinafter collectively referred to as "Materials"), originated and prepared by CONTRACTOR pursuant to the terms of this Agreement, are "Work Made for Hire" and will become the property of the CITY for its use in any manner it deems appropriate. CONTRACTOR assigns any and all of its respective interests and rights in such property to the CITY.

All documents and records (hereinafter collectively referred to as "Documents") provided by the CITY to CONTRACTOR will remain the property of the CITY and must be returned to the CITY upon termination of this Contract or at request of the CITY.

The provisions of this section survive termination or expiration of this Contract.

4.4. Downtime Periods

CONTRACTOR shall notify CITY of any Downtime periods that equal or exceed thirty (30) minutes or more. Within two (2) hours of discovering or receiving notice of Downtime, CONTRACTOR shall determine whether the source of the Downtime is limited to the SYSTEM. If CONTRACTOR determines that the SYSTEM is not the source of the Downtime, CONTRACTOR will attempt to determine the source of the Downtime within an additional two (2) hour period. In any event, CONTRACTOR will notify CITY of the source of the Downtime within sixty (60) minutes of identifying the source.

4.5. System Security

4.5.1. Data Center

CONTRACTOR shall house all equipment required for the operation of the SYSTEM from its data center in California. The data center shall be in a secure area behind code access security doors. UPS and fire suppression systems and smoke alarms shall also be installed in the computer center.

4.5.2. Data Backup and Emergency Recovery

CONTRACTOR shall save application files to tape nightly, weekly, monthly and annually, while program files shall be saved weekly. Nightly backup tapes shall be retained for 30 days. Weekly backup tapes shall be retained for 2 months. Monthly backup tapes shall be retained for 12 months. Annual backup tapes shall be saved permanently. If data restoration or recovery shall be necessary, CONTRACTOR shall do so using the most current backup tapes. All backup tapes shall be taken to offsite, secured storage facilities.

All CITY data contained in the primary facility shall be continuously captured and replicated to a secondary site. Should a disaster occur on the main site, the secondary site must be capable of being used live until the primary site is recovered; at which time CONTRACTOR shall provide synchronization tools to mirror all data changes between both sites before resuming processing at the primary site or server.

If such secondary site does not exist, CONTRACTOR shall be responsible for developing and presenting a contingency plan to CITY regarding the possibility of losing their primary facility. CONTRACTOR shall present such a contingency plan to CITY no later than 60 days after execution of this Contract. CONTRACTOR shall implement said contingency plan no later than 30 days after CITY approval.

4.5.3. Data Security

Any breach of security covered by Senate Bill 1386, attached hereto as Attachment E, that occurs through CONTRACTOR'S website, offices or network shall require CONTRACTOR to be responsible for notifying CITY and all applicants affected by such breach. CONTRACTOR shall also be responsible for all costs associated with such notification.

4.6 Limitation of Liability

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the CONTRACTOR or its SUBCONTRACTORS of any tier. Rights and remedies available to CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California and CITY. The provisions of this paragraph survive expiration or termination of this Contract.

- (A) If promptly notified in writing of any action brought against CITY based on a claim that CONTRACTOR's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into CONTRACTOR's applications), CONTRACTOR will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that City shall permit CONTRACTOR to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without CONTRACTOR's prior written approval).

- (B) CITY acknowledges and agrees: (i) that CONTRACTOR has no proprietary, financial, or other interest in the goods or services that may be described in or offered through CITY's web site; and (ii) that except with respect to any material supplied by CONTRACTOR, CITY is solely responsible (as between CONTRACTOR and CITY) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through CITY's web site.
- (C) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR DOES NOT MAKE ANY WARRANTIES TO CITY OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER CONTRACTOR SHALL NOT BE LIABLE TO CITY OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.
- (D) Under no circumstances shall CONTRACTOR's total liability to CITY or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by CONTRACTOR hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 4(d) shall not apply to actions brought under 4(a) above or to any injury to persons or damages to property arising out of CONTRACTOR's gross negligence or willful, gross misconduct.

This specified limitation of liability under Section 4(d) shall only remain in effect so long as CITY continues to utilize Social Security numbers as identifiers for its employees. If CITY ceases to utilize Social Security numbers, City shall inform CONTRACTOR in writing of such action. Upon notification, CONTRACTOR's total liability to CITY or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), shall be increased to an amount not to exceed six times (6x) the aggregate amount of fees and revenue received by CONTRACTOR hereunder for the prior twelve (12) month period.

5. CONTRACTOR'S PERSONNEL

CONTRACTOR shall use its own employees to perform the services described in this Contract. CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. CONTRACTOR agrees to remove personnel from performing work under this Contract if requested to do so by CITY. CONTRACTOR must notify CITY if personnel cannot continue on project.

CONTRACTOR may utilize subcontractors to assist in performance of this Contract. Notwithstanding the fact that CONTRACTOR may utilize subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this Contract. CITY has the right to approve CONTRACTOR'S subcontractors and CITY reserves the right to request replacement of subcontractor. CITY does not have any obligation to pay subcontractors and nothing herein creates any privity between CITY and subcontractors.

5.1. Replacement of CONTRACTOR'S Staff

CITY reserves the right to have CONTRACTOR replace any Contract personnel with equally or better qualified staff upon submitting written notice to CONTRACTOR. In addition, CITY reserves the right to approve in advance any changes in project personnel or levels of commitment by CONTRACTOR to the project.

6. TERM OF CONTRACT

The term of this Contract is for a period of eight years commencing on June 5, 2008, and ending on May 31, 2016, unless earlier terminated. CITY shall have two options to extend the term of the Contract one year at a time, exercisable at the CITY'S sole discretion by Personnel Department's General Manager and subject to the availability of CITY budgeted funds.

At the expiration of this Contract or at its termination for any reason, CONTRACTOR shall provide CITY with access to all materials and data during normal business hours for up to a week after expiration or termination of this Contract. CONTRACTOR shall efficiently, cooperatively, and responsibly return and transport all materials and data and transition all previously assigned activities back to CITY in the manner designated in Section 3.3 of this agreement. The return and transportation of all materials and data will be accomplished in the manner specified, and in a timeframe determined by CITY. CONTRACTOR shall be responsible for the reasonable cost of such transport, which shall be deducted from CONTRACTOR'S last invoice. CITY may withhold any payments due CONTRACTOR until this requirement is satisfied.

7. DELIVERABLES, PAYMENT TERMS AND INVOICING

7.1 Deliverables and Payment Terms

- A. CONTRACTOR will provide an integrated proprietary system which will provide the services as described in Attachment B: System Requirements. To implement said system, CONTRACTOR will meet with CITY to review project timelines and deliverables and to establish project expectations, including discussions of the CITY's reporting needs and CONTRACTOR's understanding of CITY's recruitment and selection processes and certification rules.
- B. CONTRACTOR shall meet with the CITY at the discretion of the CITY and provide monthly progress reports to the CITY.
- C. CONTRACTOR understands and agrees that it may not make any financial commitment on behalf of the CITY, incur any cost or expense on behalf of the CITY, or obligate the CITY to make payments for any costs or expenses, unless authorized in the approved work plans.
- D. Thirty (30) days from the date of execution of this Contract, the CITY will pay the initial SYSTEM license fee of up to \$12,250.00 upon receipt and approval of CONTRACTOR'S invoice(s) and of the first set of deliverables, which will include License Subscription to Insight Enterprise Edition.

The CITY will pay the SYSTEM license fee of \$98,000.00 for 12-month periods beginning July 1, 2008 as specified in the body of this Contract. For

periods covered by this agreement that are less than 12 months, the CITY shall pay the CONTRACTOR pro-rated amount on a monthly basis.

- E. Thirty (30) days from the date of the execution of this Contract and upon receipt and approval of CONTRACTOR'S invoices, the CITY will pay the first 70% of the non-recurring Insight Provisioning cost of \$49,000.00.
- F. The CITY will pay the second 30% of the non-recurring Insight Provisioning cost of \$21,000.00 upon receipt and approval of CONTRACTOR'S invoices and of the second set of deliverables, which will include the following:
 - 1) Criteria to establish a CITY-specific training environment that will be used during training and post-training to allow the CITY to learn the SYSTEM and begin defining new roles, responsibility, and activities and to allow the CITY to train prior to moving into production.
 - 2) Configure printable job bulletin;
 - 3) Integrate CITY'S new production job opportunities, promotional opportunities, and class specifications web pages into CITY'S website;
 - 4) Establishment of CITY'S System production environment.
 - 5) Full access to the training environment;
 - 6) Full access to CONTRACTOR'S Support Help Desk to help CITY users fully utilize the SYSTEM.
- G. Thirty (30) days after the initiation of the Migration Period, the CITY will pay the non-recurring cost of \$15,500.00 to CONTRACTOR upon receipt and approval of CONTRACTOR'S invoice(s) and of the third set of deliverables, which will include the following:
 - 1) Documentation of the mapping, conversion testing/validation, and final production conversion of the initial 25,000 eligibles from the CITY'S existing Candidate Applicant Processing System (CAPS) to the CONTRACTOR'S SYSTEM.
- H. Thirty (30) days after the completion of the Migration Period, the CITY will pay two non-recurring costs, the first in the amount of \$9,500.00 and the second in the amount of \$4,000 to CONTRACTOR upon receipt and approval of CONTRACTOR'S invoice(s) and of the fourth set of deliverables, which will include the following:
 - 1) \$9,500 will be paid for the conversion testing/validation, and final production conversion of all remaining eligibles from the CITY'S existing Candidate Applicant Processing System (CAPS) to the CONTRACTOR'S SYSTEM as of the date the CITY stops accepting applications to ensure all application and testing information is correct. The CITY will continue to use the

SYSTEM to accept applications once data migration is completed and accurate.

- 2) \$4,000 will be paid for the complete copy of the current SYSTEM's Production environment into a new User Acceptance Testing environment that the CITY will use for testing data migration. In addition, the City's existing information from CAPS will be populated into the existing SYSTEM.

- I. Thirty (30) days after the completion of the CAPS Interface and Seniority Points Customization, the CITY will pay the non-recurring cost of \$61,000.00 to CONTRACTOR upon receipt and approval of CONTRACTOR's invoice(s) and of the fifth set of deliverables. The \$61,000.00 will be paid as follows: \$28,000.00 for the creation and implementation of the CAPS Interface; an annual cost of \$4,000.00 for the CAPS Interface license fee; \$25,000 for the creation and implementation of the Seniority Points Calculations; and an annual cost of \$4,000.00 for the Seniority Points license fee. The fifth set of deliverables will include the following:

- 1) Creation of a SYSTEM interface with CAPS to pass required information to CAPS in order for CAPS to create applicant records, as described in Section 2 of Attachment C: City of Los Angeles CAPS Interface Scope Document.
- 2) CONTRACTOR will create an import from CAPS to capture the promotional seniority points, as described in Section 3 of Attachment C: City of Los Angeles CAPS Interface Scope Document.
- 3) The design and process of the CAPS interface will follow the guidelines set forth in Attachment C: City of Los Angeles CAPS Interface Scope Document.
- 4) Modify the SYSTEM to process seniority points as indicated in Attachment B: System Requirements, item numbers 227, 236, 237, 270, and 272.

- J. Thirty (30) days after the completion of the customized Report of Examination, the CITY will pay the non-recurring cost of \$2,000.00 to CONTRACTOR upon receipt and approval of CONTRACTOR's invoice(s) and of the sixth set of deliverables, which will include the following:

- 1) A Report of Examination that shall include promotional seniority points and include separate sections for Eligibility, Finally Failed, Failed, Lapsed, Disqualified, and Withdrawn.
- 2) For eligibles, the report includes their name, final general average, and rank. For ineligibles, the report only includes their name.
- 3) The Report of Examination shall have the functionality to optionally include the social security number and to optionally sort by score, alphabetical order, and alphabetical order within a specific score.

K. Thirty (30) days after the completion of the Training Period, the CITY will pay the non-recurring cost of \$40,000.00 to CONTRACTOR upon receipt and approval of CONTRACTOR'S invoice(s) and of the seventh set of deliverables, which will include the following:

- 1) Conduct of a minimum of eight (8) hours of on-line instruction led training and provide all required user exercises and user guides to the CITY;
- 2) Train the remaining CITY staff to complete their tasks using the SYSTEM.

7.2 CONTRACTOR'S Hourly Rates

The hourly rate for the CONTRACTOR'S customization services is \$150.00.

7.3 Deliverables and Payment Terms

7.3.1 CONTRACTOR shall provide all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months. The CITY may also consider the purchase of Customization services for enhancements to the SYSTEM, which the CITY determines necessary to perform their work prior to a scheduled roll-out.

7.3.2 CONTRACTOR also provides a Test Management System (TMS) component which provides for creation of written tests and the ability to conduct detailed statistical analysis on written test items, groups, sections, and tests. After initial implementation of the SYSTEM, the CITY may consider the purchase of the license to operate the TMS at a cost of \$20,000 for 12 months of use. For periods covered by this agreement that are less than 12 months, the CITY shall pay the CONTRACTOR pro-rated amount on a monthly basis.

7.3.3 CONTRACTOR also provides a Computer Based Testing (CBT) component to SYSTEM which provides for the conduct of written (multiple choice) tests via computers, provides immediate scoring feedback and results. After initial implementation of the SYSTEM, with the purchase of the license to operate the TMS, the CONTRACTOR shall waive the first 24 months fee for the CBT license. From the period following the first 24 months the CITY may consider the purchase of the license to operate the TMS at a cost of \$16,000 for 12 months of use. For periods covered by this agreement that are less than 12 months, the CITY shall pay the CONTRACTOR pro-rated amount on a monthly basis.

7.4 Total Obligation

7.41 CITY'S total obligation (including optional expenses) shall not exceed \$852,750.00, as follows: \$139,750.00 for the period June 1, 2008 through June 30, 2008; \$196,500.00 for the period July 1, 2008 to June 30, 2009; \$126,000.00 for the period July 1, 2009 to June 30, 2010; \$142,000.00 for the period July 1, 2010 to June 30, 2011; \$142,000.00 for the optional renewal period July 1, 2011 to June 30, 2012; and \$106,500.00 for the prorated optional renewal period July 1, 2012 to May 31, 2013 for complete and satisfactory performance of the terms of this Contract, inclusive of all expenses and costs. Unless otherwise specified, all obligations under this Contract shall be paid

directly by CITY. The CITY reserves the right to increase or decrease total obligation under this Contract.

	6/1/08 - 6/30/08	7/01/08 - 6/30/09	7/01/09 - 6/30/10	7/01/10 - 6/30/11	7/01/11 - 6/30/12	7/01/12 - 5/31/13
Insight Enterprise Edition						
Annual License Subscription	\$12,250.00	\$98,000.00	\$98,000.00	\$98,000.00	\$98,000.00	\$73,500.00
Provisioning	\$49,000.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Migration	\$15,500.00	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00
CAPS Interface	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Additional License Fee	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Seniority Points	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Additional License Fee	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tentative Eligible List	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Training	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Yearly Total	\$139,750.00	\$168,500.00	\$98,000.00	\$98,000.00	\$98,000.00	\$73,500.00
Optional Costs						
Customization		\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$6,000.00
TMS –license		\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$15,000.00
CBT – license		Waived	Waived	\$16,000.00	\$16,000.00	\$12,000.00
Optional Total		\$28,000.00	\$28,000.00	\$44,000.00	\$44,000.00	\$33,000.00
Contract Maximum	\$139,750.00	\$196,500.00	\$126,000.00	\$142,000.00	\$142,000.00	\$106,500.00
	6/1/08 - 6/30/08	7/01/08 - 6/30/09	7/01/09 - 6/30/10	7/01/10 - 6/30/11	7/01/11 - 6/30/12	7/01/12 - 5/31/13

7.42 CITY'S total obligation (including optional expenses) shall not exceed \$570,000.00, as follows: \$146,000.00 for the period June 1, 2013 through May 31 2014; \$106,000.00 for the period June 1, 2014 to May 31, 2015; \$106,000.00 for the period June 1, 2015 to May 31, 2016; \$106,000.00 for the period June 1, 2016 to May 31, 2017; and \$106,000.00 for the period June 1, 2017 to May 31, 2018. In addition to the prior stated obligations, the CITY will make available up to \$40,000, starting from the inception of this FIRST RESTATED and AMENDED AGREEMENT, for any customization fee that may be required, as stated under Section 4.2.1 for complete and satisfactory performance of the terms of this Contract, inclusive of all expenses and costs. Unless otherwise specified, all obligations under this Contract shall be paid directly by CITY. The CITY reserves the right to increase or decrease total obligation under this Contract.

	6/1/2013-5/31/2014	6/1/2014-5/31/2015	6/1/2015-5/31/2016	6/1/2016-5/31/2017	6/1/2017-5/31/2018
Insight Enterprise Edition					
Annual License Subscription	\$98,000.00	\$98,000.00	\$98,000.00	\$98,000.00	\$98,000.00
Provisioning					
Migration					
CAPS Interface					
Additional License Fee	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Seniority Points					
Additional License Fee	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Tentative Eligible List					
Training					
Yearly Total	\$106,000.00	\$106,000.00	\$106,000.00	\$106,000.00	\$106,000.00
Optional Costs					
Customization	\$40,000				
TMS –license					
CBT – license					
Optional Total					
Contract Maximum	\$146,000.00	\$106,000.00	\$106,000.00	\$106,000.00	\$106,000.00
	6/1/2013-5/31/2014	6/1/2014-5/31/2015	6/1/2015-5/31/2016	6/1/2016-5/31/2017	6/1/2017-5/31/2018

7.5 Limitation of City's Obligation to Make Payments to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to CONTRACTOR unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Contract. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to the CITY and the CITY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this Contract.

7.6 Invoicing

CONTRACTOR shall prepare and submit invoices to CITY setting forth therein the services performed for which payment is requested. Payment shall be made within 30 calendar days of receipt of a full and complete invoice and only after such invoice has been approved for payment by the Chief for the General Manager of the Personnel Department. Invoices shall be submitted to:

John Dunlop Chief
Employment Services Section
Personnel Department
700 E. Temple Street, Room B-22
Los Angeles, CA 90012

To ensure that services provided under personal services contracts are measured against services as detailed in the Contract, the Controller of CITY has developed policy requiring that specific supporting documentation be submitted with invoices.

CONTRACTOR is required to submit invoices that conform to CITY standards and include, at a minimum, the following information:

- 1) Name and address of CONTRACTOR
- 2) Name and address of CITY department being billed
- 3) Date of the invoice and period covered
- 4) Reference to Contract number or authority (purchase order) number
- 5) Reference to Task Order or Notice to Proceed
- 6) Description of completed task and amount due for task:
- 7) Original manufacturer's invoice for items where cost or cost plus is supported by Contract
- 8) Total due and payment terms
- 9) Discounts and terms (if applicable)
- 10) Certification by a duly authorized officer
- 11) Remittance Address (if different from CONTRACTOR'S address)

All invoices shall be submitted on CONTRACTOR'S letterhead, contain CONTRACTOR'S official logo, or contain other unique and identifying information such as name and address of CONTRACTOR or individual. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices shall be submitted within 30 days of service, or monthly, and shall be payable to CONTRACTOR no later than 30 days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by CITY'S representative.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY shall not compensate CONTRACTOR for any costs incurred for invoice preparation. CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. CITY reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in non-payment or non-approval of demands, pursuant to Charter Section 262(a), which requires CITY'S Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies or equipment received by any office or department of CITY, and approve demands before they are drawn on the Treasury.

8. STANDARD PROVISIONS

8.1. Standard Provisions for City Contracts

CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 3/09), attached hereto as Attachment A and made a part hereof.

8.2 Responsibility to Provide Services in Accordance with Applicable Standards

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in CONTRACTOR'S profession, doing the same or similar work, under the same or similar circumstances.

8.3 Compliance with Statutes and Regulations

CONTRACTOR, in the performance of this Contract, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and CITY of Los Angeles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Contract.

8.4 First Source Hiring Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Agreement is subject to the First Source Hiring Ordinance ("FSHO"), Section 10.44, et seq. of the Los Angeles Administrative Code, as it may be amended from time to time. Failure to fully comply with the requirements of the FSHO may result in termination of the Agreement.

9. AMENDMENTS TO CONTRACT

Any changes in the terms of this Contract, including changes in the services to be performed by CONTRACTOR, extension of the term, and any increase or decrease in pricing, shall be incorporated into this Contract by a written amendment properly executed by both parties.

10. TERMINATION OF CONTRACT

10.1. Termination for Convenience

CITY may terminate this Contract for CITY'S convenience at any time by giving CONTRACTOR thirty (30) days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect such termination. Thereafter, CONTRACTOR shall have no further claims against CITY under

this Contract. All finished or unfinished documents and materials procured for or produced under this Contract shall become CITY property upon date of such termination.

Upon receipt of such written notice of termination of this Contract, CONTRACTOR should deliver to CITY all information, documents, data or materials to which it has had access during its performance hereunder.

10.2. Termination for Breach of Contract

- A. If CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default that is acceptable to CITY within 30 days of the written notice, then CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then CITY may immediately terminate this Contract.
- C. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S lobbying policies, then CITY may immediately terminate this Contract.
- D. In the event CITY terminates this Contract as provided in this Section, CITY may procure, upon such terms and in such manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services. However, CONTRACTOR's liability for any higher fees for such services shall not exceed by more than 50% the fees that CITY was to pay CONTRACTOR for services that remain unperformed as of the date of termination.
- E. All finished or unfinished documents and materials produced or procured under this Contract shall become CITY property upon date of such termination.
- F. If, after notice of termination of this Contract under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10.1, titled "Termination for Convenience".
- G. The rights and remedies of CITY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

11. AMBIGUITY

Any ambiguity in this Contract shall not be interpreted against any one party by virtue of that party being drafter of the Contract.

12. ENTIRE CONTRACT

- A. This Agreement contains the full and complete Contract between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Contract.
- B. In the event of any inconsistency between any of the provisions of this Contract and/or the Attachments hereto, the inconsistency shall be resolved by giving preference in the following order:
 - 1. First Restated and Amended Contract
 - A: Standard Provisions for City Contracts (Rev 3/09)
 - B: System Requirements
 - C: City of Los Angeles CAPS Interface Scope Document
 - D: Statement of Confidentiality
 - E: Senate Bill 1386
- C. This Contract is executed in three (3) duplicate originals, each of which is deemed to be an original. This Contract includes 23 pages and (5) documents, which constitute the entire understanding and agreement of the parties.
- D. Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

(Signature Page to Follow)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

By: [Signature]
MARGARET WHELAN
General Manager
Personnel Department

[CONTRACTOR]*

By: [Signature]
SCOTT LETOURNEAU
President
GovernmentJobs.Com, Inc.

Date: 1-7-14

Date: 1/7/14

By: [Signature]

Date: 1/7/14

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: [Signature]
DANIEL KREINBRAM
Deputy City Attorney

Date: 1/15/14

ATTEST:

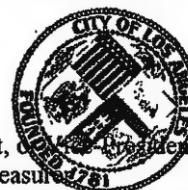
HOLLY L. WOLCOTT, Interim City Clerk

By: [Signature]
Deputy City Clerk

Date: 1-17-14

*** Approved Signature Methods:**

- 1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign



City Business License Number _____

Internal Revenue Service Taxpayer Identification Number _____

Agreement Number _____

C - 113556

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

4. In the event the CITY terminates this Contract as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the CITY for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become CITY property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the CITY, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the CITY.

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the CITY. If the CITY permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'S** rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

CITY OF LOS ANGELES
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA®** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.* All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA®**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

Exhibit 1 (Continued)

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____
 Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC Statutory EL _____

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

General Liability	
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☐ Products/Completed Operations

☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

Automobile Liability (for any and all vehicles used for this Contract, other than commuting to/from work)	
--	--

Professional Liability (Errors and Omissions)	
--	--

Property Insurance (to cover replacement cost of building – as determined by insurance company)	
--	--

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood _____

☐ Builder's Risk

☐ Earthquake _____

☐ _____

Pollution Liability	
----------------------------	--

☐ _____

Surety Bonds – Performance and Payment (Labor and Materials) Bonds	100 % of Contract Price
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Crime Insurance	
------------------------	--

Other: _____

Req #	System Area	Description	NEGOV. Removed from Scope by Agreement	UAT Test Plan #	UAT Tested By (Initials & date)	UAT Test Results	UAT Describe Exceptions	Comments from 2009 verification	Discussion Notes from 2009 verification	Follow-up Questions from 2009 verification
1.	App Review	Provide the ability to create or edit an examination template for a class complete with screening questions, supplemental questions, etc.						SR. Verified on 9/16.		
2.	App Review	Allow Employment Services staff to view all applications by exam.						SR. Verified on 9/16. Can be conducted under Candidate Track - Search		
3.	App Review	Allow filtering and sorting of applications by numerous methods e.g.: by partial last name, by received date & time, etc.						SR. Verified on 9/16. Can sort by last name or date & time of application. Sort can be done by ascending or descending order		
4.	App Review	Allow Central Services staff to print all information required for interview portions of an exam easily.						SR. Verified on 9/16. Still need to view the actual printed copy. The printable version allows for the printing of work experience and education.		
5.	App Review	Allow Examining staff to view/print all Accommodation requests either by exam or in total.						10/14 Team – can select Reports, AWQ filter, start date, end date, select all jobs, or specific job, and check Yes to AWQ #5. Sys Req #22 also related. How do we run reports on text boxes?		Will run standard report off AWQ #4. Results will show the applicants that selected a need for reasonable accommodation. Appropriate staff can review applications for more information. SR 7/22/10
6.	App Review	Allow staff to view requests entered via the "Notify Card" system and receive confirmation of notification.						SR. Verified on 9/16. This can be viewed under reports – notification cards. However, there are none to currently view.		
7.	App Review	Allow staff to obtain detailed statistics of applications received filtered by user supplied dates.						SR. Verified on 9/16. This seems possible; however, no results are available because the system states that a "source" type agency-wide question is required.		
8.	App Review	Provide security sufficient to limit viewing of applications to certain staff members. In particular, limit the viewing of Public Safety applications to Public Safety Bureau staff, and limit those staff from seeing regular exam applications.						SR. Verified on 9/16. This seems to be possible and must be done by the administrator. It seems to be tied in to the exam title, which would require someone to manually input the classifications viewable to an employee. Don't know if it can be done with drop menus or pre-selected classes.		
9.	App Review	Ability to transfer information from disqualification letter to candidate correspondence.						10/14 Team – determined this req refers to the correspondence tab in CAPS. We have the ability to send DQ letter and ability to see it. Select Candidate Track, search, then view notice & can see template letter name and who it was sent by.		
10.	App Review	Ability to automatically notify candidate if application is incomplete or was not properly submitted.						10/01/08 CD – the applicant can view their "application status" to see if their app was successfully submitted or incomplete.		
11.	App Review	Ability to send automatic e-mail notification 2-3 days prior to close of filing to all applicants whose applications were incomplete or saved instead of submitted		NA	NA	NA	NA	RL/SL – not in scope Not automatically – would have to initiate manually 10/01/08 CD – not needed w/ applicant's ability to view "application status".		ESS & CSS will provide standard language for each evaluation step. SR 7/20/10

Req #	System Area	Description	NEOGOV: Removed from Scope by Agreement	UAT Test Plan #	UAT Tested By (Initials & date)	UAT Test Results	UAT Describe Exceptions	Comments from 2009 verification	Discussion Notes from 2009 verification	Follow-up Questions from 2009 verification
12.	App Review	Ability for staff to indicate on the online application notes regarding time lacking in meeting requirement.						RL/SL - Would track manually on the eligible list (can use a disposition drop down that says "awaiting time duration qualification")		An Employer Use Only Question under the AWQ's will be used to track this information. SR 7/14/10
13.	App Review	Ability for staff to make notations on on-line application.						SR 9/16. This can be done on entered paper applications but it seems that a "notes" section will have to be created	Demonstrate how to create a notes area to capture info. 12/3/08 JD: Scott demonstrated ability while onsite at NEOGOV. Reclassified to Functionality Verified	Staff is able to enter notes under the applicants' disposition section. 7/19/10
14.	Application	Ability for an applicant to request accommodations at the time of filing including description of the accommodation needed, and indicator of previous requests.						10/08/08 CD - yes, if created as agency-wide questions.		
15.	Application	Ability for an applicant to request military credit at the time of filing.						10/08/08 CD - yes, if created as agency-wide questions.		AWQ created for this purpose. SR 7/19/10
16.	Application	Ability for user to produce letters to the candidate, as they are reviewing/approving applications. Ability to save the text of the letter in the applicant's record.						10/08/08 CD - this can be done as long as we create the templates; however, I'm not sure if additional info that is unique to a candidate can be added to the standard template & saved in the applicant's record.	11/5/08: Generate notices (email or paper) in the eval steps- record kept of notice template and date/time sent; NG will be adding a snapshot of the notices generated -- planned for 2009	
17.	Application	Ability to customize the recruitment sources available for applicants to choose from, for each class.						10/08/08 CD - yes, if created as agency-wide questions. Specific recruitment plans per exams may need to be created as supplemental questions.		
18.	Application	Ability to display the number of seniority points that was awarded to each application a person has filed.						SR 9/16. This was verified during the Webinar.		
19.	Application	Ability to enter extensive notes about an application						SR 9/16. In what is considered extensive, a notes section does allow for a good amount of characters.		
20.	Application	Ability to enter multiple special requirements for a particular application that may be used for either selective certification or for scheduling.						SR 9/16. This information can be entered in different manners (i.e. Citywide questions, screening questions, supplemental questions)		
21.	Application	Ability to later view and report on whether accommodations or military credit were requested at the time of application.						10/14 Team - can run a standard report on AWQ filters.		
22.	Application	Ability to maintain a history of accommodations requested including the test type, limitations, request type, type of accommodation provided, percent of additional time provided, request status, and comments.						SR 9/16. Staff could not currently verify this. Sys Req #5 also related.	11/5/08: AWQs including employer use only and also custom fields on the master profile	
23.	Application	Ability to maintain and view a history of each time the person's application status changed.						10/01/08 CD - there is a change log per application that will reflect the info changed (from/to) as well as the person who changed it and when. No change log for master profile; also see Sys Req #140.		
24.	Application	Ability to maintain basic application information, such as apply date, recruitment event, recruitment source.						SR 9/16. This can be viewed in different manners.		
25.	Application	Ability to manually enter the candidate's rater scores for interviews and other rater-scored tests.						SR 9/16. This is available.		
26.	Application	Ability to manually record the candidate's schedule date for a particular test.						SR 9/16. Verified by staff.		

City of Los Angeles
Insight Enterprise Implementation
User Acceptance Test - Requirements Verification
Revised 6/23/2010

CSS - Central Services Section
ESS - Employment Services Section

Req #	System Area	Description	NEOGOV: Removed from Scope by Agreement	UAT Test Plan #	UAT Tested By (Initials & date)	UAT Test Results	UAT Describe Exceptions	Comments from 2009 verification	Discussion Notes from 2009 verification	Follow-up Questions from 2009 verification
27.	Application	Ability to record and view all correspondence sent to a person regarding a particular application, including correspondence type, date sent, response date, correspondence cancelled, and comments.						RL/SL - If correspondence cancelled, would delete the record that the correspondence was sent for that (those) person(s) 10/14 Team - if we delete (cancel) a correspondence is there a record that it was sent?		The system records a summary of correspondences sent to an applicant. SR 7/19/10
28.	Application	Ability to record multiple recruitment sources for one person.						10/08/08 CD - if options are listed as check boxes in agency-wide questions or supplemental questions.		
29.	Application	Ability to record the date and person who reviewed/approved the application status change.						SR 9/16. Staff can include a text box that records who changed the status of an applicant		The date the disposition is changed can be viewed by viewing the applicants "Step History." Changes to a candidates disposition will be recorded under the Comments section. SR 7/19/10
30.	Application	Ability to record the person's availability date, and the date they filed their availability form.						RL/SL - Could include this information as a master profile question on the applicant or as an Internal Use Only field on the posting (if this is job specific) 10/08/08 CD - will be an agency-wide question.		
31.	Application	Ability to record the person's availability to departments, shifts, locations, and job types.						10/08/08 CD - will be agency-wide questions.		
32.	Application	Ability to record the person's current application status.						SR 9/16. Record? Not sure what is meant by record but an applicants status is available for staff and applicant to view.		
33.	Application	Ability to search for a particular application by name or SSN						SR 9/16. Available. Can also be done by ID number or name.		
34.	Application	Ability to search for applications by class code or class title						SR 9/16. This was discussed as an option during the Webinar.		
35.	Application	Ability to search for applications by exam						SR 9/16. Verified by staff.		
36.	Application	Ability to track candidates who have filed a verification of work experience form						RUSL - Custom form field or Internal Use Only field on the recruitment 10/14 Team - are there union issues related to this req? If required by the exam, the VWE can be tracked as an oval step 12/2 - No		If required of all, use employer use only question. If requested for some applicants, state this in the Notes Section of the applicant and examination ESD -SR 70810
37.	Application	Ability to track contacts made with candidates, including contact date, contact type, contact group, issue type, City action, candidate action, candidate due date, contact status, follow-up date, user ID, modified date.						RL/SL - This would all be tracked within notes.		

			NEOGOV	UAT	UAT	UAT	UAT			
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38.	Background	Ability to record information on the background test including background date, status date, result, expire date, type of background (full vs. preliminary), comments, background standards used to disqualify the person, extensive notes						9/15/08 ACC - Not sure where to enter this note. Added it on the Applicant's Master Profile Notes Section. Is this where it should be? If so, everyone with the ability to see the application will see confidential notes! 10/08/08 CD - Sys Req #40 and #97 also related 10/14 Team - identified as a security issue. We will use reject reasons to put on Background DQ's.	11/5/08 Discussed adding custom fields on the Hire Action form. City indicated the need for this data is on the Eligible List for each applicant, not the referral list. 12/3/08 JD. Outcome of onsite visit. NEOGOV Proposed solution: Users can mark the pass or fail on the OHC for Background Checks, then attach the results for the failing people on the master profile. City of LA to review and if accepted, reclassify to functionality verified.	For reject reason, provide a specific reason named "Background Issue" Staff to refer applicants to Backgrounds for further information.
39	Background	Ability to disqualify candidates from a particular eligible list						9/15/08 ACC - Able to inactivate candidate, however drop-down list of reasons need to include "disqualified" and "withheld" as well as space for notes		
40	Background	Ability to indicate if the person has been required to submit additional information in order to meet the bulletin requirements.						RL/SL - Mark as 'other' within the evaluation step and use comments or internal use only fields to track 9/15/08 ACC - I was able to add the step. However, it was of no use because the list was established. It seems this step would have to be included before the list can be referred. 10/08/08 CD - See Sys Req #38 and #97.	11/5/08 City indicated the need for this data is on the Eligible List for each applicant. 12/3/08 JD: Part of the requirement is met (candidates that are frozen and inactivated on EL). The other part of the requirement was not originally included (no ability to track the comments for candidates that pass). Requirement is met as written.	Information will be kept/recorded in the Backgrounds Notes Section of the Master Profile SR 71310
41	Certification	Ability for Personnel Department staff to post dispositions, and when needed, over-ride the dispositions entered by other departments						9/15/08 ACC - Need to ensure our codes for dispositions are included in drop-down list		

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42.	Certification	Ability to allow authorized users in other Departments to generate "What-if" Certifications.						TEAM 4/17/08 – Put on hold and revisit once know more about system RL/SL – Role out in the Department that can preview certified lists (SL needs to verify that it will work like TN's function) Currently Dept filters/previews list, but Central HR authorizes that the list can be certified. Are interested in possibly allowing Dept to preview and actually cert the list (Raul needs to define the final scope and capability). You can preview "filtered" certification lists before sending to hiring managers 9/15/08 ACC - Could not do this!	3/24/09 JD. Discussed with Scott, City to take offline. 4/1/09 JD: City has determined that it is a phase I item. NEOGOV to meet with development team to determine level of effort. Provide information to Scott for decision. 4/3/09 JD: Result of conference call with Phyllis and Scott. City of LA's current system has this functionality so it would be a "take away" City would normally say this is required for go live, however with low hiring needs currently this item could potentially wait a month or two after go live. NEOGOV will get a development estimate for this item and provide it to Scott on 4/13. Scott to provide an answer no later than 4/15 weekly status call. 4/17/09 JD Conference Call with Scott - Scott is agreeing to add this functionality to the core Insight product at no cost to the City of LA. This functionality will be added by the end of 2009	10/1/08: users can select candidates on the eligible list and view a subset or even refer those candidates to a requisition that they will not fill City wants OHC department users to have access to view a list of eligible candidates applying all of the same certification rules that apply within Insight. Users need to be able to see the names and the scores to see if there are enough people 12/3/08 JD Outcome of onsite discussion - NEOGOV solution is to generate report and deliver to OHC users. Not an ideal way to meet the requirement. NEOGOV to evaluate if we can easily configure tools to better meet this need. Open item for NEOGOV. Options, may be able to use ad hoc tool and make it available to OHC. Challenge is how to filter how it defaults to x number of whole scores. 2/19/09: Requires OHC EL filter For Discussion - options
43.	Certification	Ability to automatically apply the City's certification rule as a default. (Must supply at least three whole scores, and at least five more names than the number of vacancies).						RL/SL – Raul to send NEOGOV all the certification rules. NEOGOV will incorporate these certification rules for the City. 9/15/08 ACC - Could not do this!	10/1/08: This rule specifies the minimum # of candidates who must be referred, unless the list is exhausted. More names can be referred if desired. User should be able to specify a range of scores, i.e. enter a minimum score threshold where all applicants above that score are referred. Could also select based on the # of candidates. On open and promotional the City does not break ties, but refers all applicants with a certain score.	Do Insight users need to be blocked from using the standard Insight referral process? Does any user need to have access to bypass this rule or is applied 100% of the time? How is the rule of 3 whole scores applied to reserve lists?

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44.	Certification	Ability to automatically apply the order of certification (Department Reserve, Promotional, General Reserve, Open) and to randomly place names within the same score band without user intervention.						9/15/08 ACC - Merged various lists. Candidates were placed on the merged list with no regard to their score. I can't identify the various types of candidates. Does not work as we need it to work!!	10/1/08: The normal priority of eligible lists is: 1) Department Reserve 2) Promotional 3) General Reserve 4) Open There are some instances where this order can be different. It is infrequent and special permission must be granted. However, the system must permit an Open list to be certified ahead of a Promotional List if Department Reserves exist for that class and department (see Req. 64) In addition to the requirement as stated, the City noted that the rules for referring candidates on a reserve list are unique for the Department of Public Works. Further discussion about the scope of this requirement is needed. Specifically, the Dept of PW is organized into 7 bureaus. For the purpose of administering the referrals by department, for open and promotional lists, department refers only within a specific Bureau in PW. However, for Reserves, an individual is laid off from the entire department. Applicants laid off from the dept of Public Works are on the Dept Reserve List for any requisition filled for that classification within Public Works. City is expecting the application of the order of certification rules to automatically look across all exam plans for a job classification and merge all active eligible lists before cert rules are applies. 12/3/08 JD Outcome of Onsite Discussion: NEOGOV to use bolt on code to build in rule of three plus five (as this is	
45.	Certification	Ability to automatically check certifications to ensure that appointments are made within the certification rules.						9/15/08 ACC - In "Referred List" View, cannot see candidates' score. In "Filled Requisitions" View, cannot view complete list of candidates' status. Does not indicate candidate's name that "filled" position. 10/14 Team - we need to see score on referral	View of referral list - includes snapshot of eligible list at time of referral. City is expecting the certification rules to apply rules to eliminate duplicates. If an applicant is on multiple eligible lists for the same job classification, the cert rules should use the application that is on the highest priority list and if multiple applications exist for the applicant within that list, then the highest scored application. 12/3/08 JD: Outcome of Onsite Discussion This is priority two item because the City is not doing it today. City to determine if this is needed after go live, or if this can be added to our product map and will be done some time in the future. 4/3/09 JD: Result of conference call with Phyllis and Scott. City of LA to verify that they can meet their requirement using the standard functionality. List / Referred / Show Status Details; List will sort according to the rules for list sort order, score, etc.; Show Status details will display the reject reason next to each rejected candidate. If so, it closes this item out. If not, need to discuss on 4/15.	11/5/08: City need to view scores on the referred list was not stated in the requirement. City's intent was to have Insight automatically determine if a selected hire was according to rules. Hired applicants must be within the minimum list of candidates to be referred (i.e. 5 more names than the number of vacancies AND the top 3 whole scores). Because candidates may waive an opportunity to be selected, additional names can be provided for consideration. The candidate selected can only come from the list of additional names or a supplemental referral if applicants who were within the original (minimum) list for referral waived the opportunity. The application of this rule must take into account the priority order of eligible lists. City expects to be able to view the scores, dispositions, and reject reasons on the same page for all referred candidates

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46.	Certification	Ability to automatically prevent certification until the person's availability date.						RL/SL - City will set disposition on eligible list (to inactivate) and can input the reactivation date at the same time as marking the candidate as inactive. Inactive candidates are not certifiable. 9/15/08 ACC - Need to be able to select reason for inactivation as well as place to enter dates and notes candidate returned to list.		
47.	Certification	Ability to withhold candidates from a particular eligible list for an indefinite period of time.						9/15/08 ACC - Able to do this. However, need "Notes" to view reason candidate is "inactivated."		
48.	Certification	Ability to block certifications from a particular eligible list for an indefinite period of time, when an eligible list has been established in error.						9/15/08 ACC - could not figure out how to do this.	11/5/08: Archive the list and inactivate the candidates on the list -- or just remove the candidates from the list so that they are not on the established eligible list.	
49.	Certification	Ability to cancel a certification.						9/15/08 ACC - could not figure out how to do this.	11/5/08: Applicants can be removed from a referral list -- in the near future will have the ability to actually 'Lock' a referral list blocking any future actions on that list. 4/22/09 Open question from LA: How do we distinguish the referrals that are locked vs referrals that were canceled (need to work on this). Michelle demonstrated this on a GTM. Steve agreed to reclassify to City Validation = yes.	
50.	Certification	Ability to certify based on the candidate's preferences for shifts, locations, departments, and job types.						9/15/08 ACC - This was kinda easy to do!		
51.	Certification	Ability to certify the Open list ahead of the Promotional list when approved. Certification order becomes Open candidates within the score range specified by the user, Promotional candidates within the score range specified by the user, General Reserve candidates. Military credit is subtracted for Open ahead of Promotional certifications.						TEAM 4/17/08 - City HR must be able to manually override auto cert rules. <u>NEOGOV will accommodate this in the system.</u> RL/SL - Only HR could authorize and do this. NEOGOV may have to enhance system to allow overriding of cert rules in particular scenarios. Need to discuss and finalize certification/eligible rules and incorporate those rules into Insight. 9/15/08 ACC - Could not do this because I could not identify what lists were promotional or open.		
52.	Certification	Ability to combine multiple positions for one department on one certification, and certify for "various" shifts and locations.						RL/SL - agency-wide questions will ask the different filter scenarios and can use those filters to certify. 9/15/08 ACC - I could only assign it to one request. Is this referring to multiple requests?		Will cancel the first request and update following request to reflect the departments true need. Cancel first request and write notes stating the cancellation of the first requirement. SR 71210

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53.	Certification	Ability to ensure that appointments are not made more than 120 days from the date the certification started.						9/15/08 ACC - Did not test this! Sys Req #45 also related.	11/5/08: Hire actions can be made subject to HR authorization where HR can validate the appointment date. In the near future we will have ability to establish a referral list expiration period. It will limit how long actions can be taken on a list, but will not enforce any rules on the hire date entered. 2/18/09: Michelle walked the city through the new functionality regarding locking lists. In addition walked the team through the approval process when entering the hire record. SOLUTION: Use approval process & locking of lists to accomplish this need.	
54.	Certification	Ability to enter a future date when a candidate on an eligible list is expected to meet the experience requirements. Once that date has passed, the candidate will automatically be eligible for future certifications from that list.						9/15/08 ACC - Able to do this using the "Inactivate Candidate" option. However, need "Notes" to view reason candidate is "inactivated."		ESS to enter in the Notes section of the application the date in which the candidate will meet the requirements.
55.	Certification	Ability to enter free-form messages to be included on the candidate's certification notices.						9/15/08 ACC - Able to do this. Need to have template messages to select from.		
56.	Certification	Ability to enter free-form messages to be included on the certification list that is sent to/viewed by the hiring department.						9/15/08 ACC - Able to do this. However, I could also delete a message previously entered by someone else. Need to have template messages to select from.		
57.	Certification	Ability to generate a certification that includes eligibles from more than one class. Used for class split/consolidation situations.						RL/SL - You would merge the eligible lists together based on the City's rules and then you can filter and certify accordingly. 9/15/08 ACC - Able to do this. It allowed me to merge unrelated classes, i.e. accountant, accounting supervisor and bus operator. There was nothing to keep me from doing that!		
58.	Certification	Ability to generate additional names certifications. After the hiring department enters the dispositions, they may request more names to consider if fewer than the number of candidates available made themselves available.						9/15/08 ACC - Could not see in training environment. Sys Req #84 also related.	11/5/08: In OHC on referral list, there is a link to the recruiter's email address if the hiring mgr wants to request more names. In Insight, if more names exist on the eligible list, you can add to the list. 12/3/08 JD: Outcome of Onsite Discussion - NEOGOV proposes using standard functionality to accomplish this requirement. In OHC next to list, click on the Recruiter's name, this would launch an email through the default browser. Request from operating dept is submitted to central via email. the same type of referring process (rule of 3, 4 or 5). Same rule is applicable when requesting the next set of names. Reclassified to Functionality Verified	
59.	Certification	Ability to generate bilingual certifications.						RL/SL - You will ask language as an agency-wide application question and then you can filter for those particular languages on the eligible list and have only those applicable candidates certified. 9/15/08 ACC - Able to do this based on "Filter" feature.		

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60.	Certification	Ability to generate supplemental certifications to add candidates who were left off the original certification due to error.						9/15/08 ACC - Could not figure out how to do this!	11/5/08: In OHC on referral list, there is a link to the recruiter's email address if the hiring mgr wants to request more names. In Insight, if more names exist on the eligible list, you can add to the list+P66t. 12/3/08 JD: Outcome of onsite discussion. Scott demonstrated functionality and has been reclassified to functionality verified.	
61.	Certification	Ability to view on the list candidates' standing - original, additional, supplemental, or restoration as well as subject to background or subject to medical						RL/SL - There is a 60 day cert list activity... on the 61st day if there's no job offer, then have to cancel the cert and create a new cert (not a new req) - this is done on paper today... ours could be more automated, but for the scope of this project this activity will be done manually, like you do it today. Can add people to cert - request more names, etc... ALWAYS ONLY DONE BY CENTRAL HR. 9/15/08 ACC - This could not be done!	11/5/08: Will be able to view the snapshots of the eligible list and on the referral list see the dates that each candidate was referred. Using custom fields can track the background and medical; see comments 12/3/08 JD: Outcome of onsite discussion. Scott demonstrated functionality and original, additional and supplemental are met. Restoration is only for civil service, City to verify that this is still scope. Medical and Background refers to people that were placed on EL that are pending medical and background and can be certified but not hired. All civilians are subject to a medical examination so Subject to Medical has been agreed to moved from scope. 3/6/09 JD: Custom form field has been added. Ana to send field name. NEOGOV to discuss internally. 3/16/09 MC: Per Scott L. - Item was previously agreed to be handled manually. Additional development not within project scope. 4/3/09 JD: Result of conference call with Phyllis and Scott. Department needs to know if restoration because if the candidate is on a promo list they would need to be flagged as subject for med/subject for background. Action Item: NEOGOV to consider adding AWOs to the Ref List panel configuration, provide answer during weekly status call on 4/15. 4/17/09 JD: Conference Call with Scott - Scott is agreeing to add this functionality to the core Insight product at no cost to the City of LA. This functionality will be added by 4/15/09.	what is the difference between additional and supplemental?
62.	Certification	Ability to limit the certifications to fewer than three whole scores, but only when the number of names provided will be at least five more than the number of vacancies.						9/15/08 ACC - Able to do this manually.		
63.	Certification	Ability to modify referral score (score on eligible list for police officers) over time, and maintain a history of all changes. Ability for the system to apply the correct referral score that was in affect at the time the candidate tested. Ability to maintain a different referral score for each police consent decree group						RL/SL - City HR will determine the cut-off score on the eligible list manually... then, when certifying will input the score and all candidates with that score and above will be certified 9/15/08 ACC - This is not for civilian certifications. 10/14 Team - we can omit this sys req, since it relates to PSB exams—but NG can still show us how this works. See Sys Req #218 12/1 No	12/3/08 JD Outcome of Onsite Discussion: This functionality currently exists for TN. NEOGOV to evaluate the possibility of turning this functionality for City of LA. This is only for police officers 2/19/09: To be discussed on next weekly status call for resolution. 4/2/09 Per email from Raul: "City of LA if fine with 63 as a Phase II item"	
64.	Certification	Ability to prevent certification of the Open list ahead of the Promotional list if any Departmental Reserves exist for that Department and Class.						9/15/08 ACC - This could not be done because you cannot identify open or promotional candidates! Sys Req #44 re cert order also related.	11/5/08: related to #44 -- need to build order of certification	

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65.	Certification	Ability to print/display standard instructions on a certification notice.						RL/SL - This would be included in the notification template that you will create and store. 9/15/08 ACC - Able to do this. Need to have template messages to select from.		
66.	Certification	Ability to produce a Master Certification List that includes all persons who are eligible, regardless of the person's stated availability.						9/15/08 ACC - Able to do this.		
67.	Certification	Ability to provide more than the number of whole scores that are required on a certification, when requested by the user. Ability to include a notice on the certification, and on the certification notice indicating which candidates are above the minimum number.						RL/SL - Insight includes some of this information, but not all of it. <u>NEOGOV will scope the rules with the City and include in the project.</u> 9/15/08 ACC - I did this manually.		
68.	Certification	Ability to provide selective certifications.						9/15/08 ACC - Able to do this based on "Filter" feature.	12/3/08 JD Outcome of Onsite Discussion: Issue is applying filters to merged ELs that have been merged across exam plans including supplemental questions. 1/28/09 JD Outcome of Onsite Discussion: Issue is also related to ranked eligible lists. 2/16/09: Able to complete apply filters to merged and ranked eligible lists with the exception of job specific supplemental questions. This isn't possible because the data is different. Meets requirement. 3/18/09: Discussion with Scott: The City will use the same exam plan for each eligible list type and reposting of a job posting as long as the evaluations steps, weighting and scoring are consistent. This will allow them to conduct selective certification that includes filtering on job-specific questions because the questions are all related to the same job posting. If the evaluation process changes (i.e. step types, weights, max score, pass point, etc.) then a new exam plan must be created. In the event that the City needs to merge eligible lists across exam plans and conduct a selective certification on job-specific questions, City staff will need to selectively certify off of each individual eligible list and manually enforce the City's certification rules (i.e. order of certification, minimum # to be referred, etc.). The customized eligible list filter capability that NEOGOV is developing to enforce the City's rules will not be used for this process. NEOGOV will not be modifying the eligible list filtering capability on supplemental questions at this time to extend to merged eligible lists that cross exam plans.	
69.	Certification	Ability to reinstate person to the list, upon request, after removal for failure to report/decline. Ability to restart the count.						RL/SL - City will have to manually delete the original 3 waivers (which will "reset" the person) 9/15/08 ACC - Able to do using "Reactivate Candidate" feature.		
70.	Certification	Ability to remove candidates from eligibility to future certifications when they fail to report or decline certification three or more times (unless the candidate has already been removed because of appointment, etc.) To send notices to the candidates regarding their removal from the list. This applies to Open candidates only, and not for certifications to "various" locations or shifts						9/15/08 ACC - I had to do this manually. Could not indicate reason for "inactivating" candidate. Need "notes" feature.		Reject reasons will include 3FRs for candidates that fail to report at least 3 times. SR 7/29/10

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71.	Certification	Ability to re-print or re-send a Certification Notice to a particular candidate.						9/15/08 ACC - Able to do this.		
72.	Certification	Ability to select from a list of standardized messages to be included on the candidate's certification notices.						9/15/08 ACC - Was not able to do this because standardized messages are not in the system. 10/14 Team - need to create word doc of standard messages on share drive; may be able to use "My Links" as described in Sys Req #73.		
73.	Certification	Ability to select from a list of standardized messages to be included on the certification list that is sent to/viewed by the hiring department.	✓	NA	NA	NA	NA	RL/SL - This is accomplished with a free form box (not a dropdown or pick list of options). You can use the "My Links" section to point to a list of the available options and then the user can manually pick from those options and cut/paste into free form box. 9/15/08 ACC - Was not able to do this because standardized messages are not in the system		
74.	Certification	Ability to view or print certification lists						9/15/08 ACC - Able to do this.		
75.	Certification	Ability to view or print certification notices for all, or for selected candidates.						9/15/08 ACC - Able to do this.		
76.	Certification	Ability to withhold candidates from certification to certain departments (normally used for restorations). Ability to enter a withhold start and end date for each application.						9/15/08 ACC - Could not figure out how to withhold from certain departments. I could only "inactivate" the candidate from all departments.	12/3/08 JD - Outcome of Onsite Discussion. This is a priority 2 issue for the City (not necessary for go live). NEOGOV is planning to revise the OHC interface but isn't planned until late 2009 or 2010. NEOGOV will meet this requirement "some time" post go live since it is not go live critical.	
77.	Certification	When posting dispositions, the ability to specify a default value for dispositions left blank by the user. For example, users can choose whether to set the default as "Available" or "Failed to Report".						9/15/08 ACC - Could not do this.		
78.	Class	Ability to indicate which classes are "priority" classes. "Priority" is defined as those classes that should have an eligible list at all times.						9/17/08 CD - Council File #05-0600-S41, Personnel Report 6/13/06 identified 186 priority classes; not sure how these classes are flagged in NG. Sys Req #183 also related.	11/5/08: Can create a custom field on the class spec. Can set up an eligible list that has a rolling expiration date per candidate instead of a fixed expiration date. This requirement is related to #183 where a report regarding eligible lists for classes that have a priority status is required. MC's Note: New ad hoc report tool should be able to address the report in conjunction with a class spec custom field to designate priority classes 12/3/08 JD Outcome of onsite discussion. City has provided this report. NEOGOV to attempt to build this using the ad hoc reporting tool. 2/19/09: Confirmed, can be built using ad hoc reporting tool. Reclassified as Full or Partial Build.	
79.	CRaFIS	Ability for authorized staff in other departments to request certifications, track the workflow process of requests throughout the approval process, receive and view their certifications online, and post dispositions.						10/14 verified by Team.		

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80.	CRaFITS	Ability to generate a standard certification, based on the data on the request supplied by the hiring department. That is, the ability to generate the certification without re-entering the criteria provided for department, class, job type, shift, location, request ID, request date, number of vacancies requested, and Certification type.						9/15/08 ACC - Able to do this.		
81.	CRaFITS	Allow operating department HR staff to request a certification for any job class.						9/15/08 ACC - Able to do this. Need to limit to only classes in that Department		Steve to work on determining how this is done 71310
82.	CRaFITS	Allow operating department HR staff to track progress of their request through the department review process.						10/14 verified by Team.		
83.	CRaFITS	Allow operating department HR staff to cancel a request prior to generating Certification/referral list						TEAM 4/17/08 - City not going to use this... if they want to someday, then NEOGOV can show them how to use and they can decide at that time RL/SL - Raul to verify with Phyllis if the operating Department HR Staff will have the authority to preview AND actually certify their own respective lists. (internal NEOGOV note - this will work exactly like TN) 9/15/08 ACC - Able to submit requisition and cancel as operating Department. However, there is no record of the requisition once I cancelled it. Need to be able to still see requisition with "notes" indicating the request was cancelled by operating Department		Steve to verify that a requisition can be canceled after the Personnel dept approves requisition. 71310 Yes, hiring departments may cancel a requisition after the Personnel Department approves/opens the requisition. An e-mail will go out to Personnel Department staff regarding the cancellation. SR 7/19/10
84.	CRaFITS	Allow operating department HR staff to request "additional names" be added to an existing request within the first 59 days of the Certification/referral list.						TEAM 4/17/08 - City not going to use this... if they want to someday, then NEOGOV can show them how to use and they can decide at that time. RL/SL - What are the specific rules around the 59 days (that may not be available or may have to be customized - SL and RL to discuss scope and possible price associated) 9/15/08 ACC - Could not do this. Sys Req #58 also related	11/5/08: see comments -- a referral list expiration date is being added in near future -- and on the eligible list there is a link to email the recruiter a request for more names 2/18/09: Michelle walked the city through the new functionality regarding locking lists. In addition walked the team through the approval process when entering the hire record. SOLUTION: Use approval process & locking of lists to accomplish this need. Request for additional names via email. Reclassified to Functionality Verified 4/22/09 JD City of LA wants to test this in an environment that generates emails. Only production environment sends live emails. City of LA to discuss internally	

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85.	CRaFIS	Allow operating department HR staff to add additional positions to an existing request, the resulting list would be updated to add extra names if necessary						TEAM 4/17/08 - City not going to use this ... if they want to someday, then NEOGOV can show them how to use and they can decide at that time RL/SL - Central HR can modify the number of vacancies on the requisition even after the initial certification 9/15/08 ACC - I was able to change the number of vacancies as a user Department. System did not require me to provide additional vacancy information. Did not automatically update cert referral list.	OHC users can have access to edit a requisition after the approval process. Or, OHC users can be blocked from editing an approved requisition, but HR users can edit a requisition to increase the # of vacancies and add more position #s to the req. They can also refer more names from an eligible list to the same requisition 2/19/09 Reclassified to Functionality Verified based on above comments. 4/22/09 Discussed options available for requesting additional opening in an approved vacancy LA team to discuss internally	
86	CRaFIS	Allow Personnel HR staff to review and approve/disapprove requests at any stage including requests for additional names and added vacancies						RL/SL - When system goes live, Central HR will be responsible for conducting any certifications AFTER the original certification (e.g., request more names, etc.) 9/15/08 ACC - Could not do this	11/5/08 requisitions can be approved/disapproved, edits to approved reqs do not go through an automated approval process -- see comments 2/19/09: Functionality is met in full as written. Reclassified to Functionality Verified 4/22/09 JD City of LA to discuss internally and will provide update	
87.	CRaFIS	Provide a basic "workflow" for the Certification Request process that allows users in the various Personnel divisions to pass along a request as required. Or, if rejecting a request, to provide feedback to the operating department staff concerning the disapproval reason.						10/22/08 CD - Can view requisition approval detail as an Insight HR User or as the originator in the OHC. Detail will show the approval route, who has it, when they received, what action they took, the date, and any notes.		
88.	CRaFIS	Allow operating department HR staff to fix and resubmit disapproved requests.						9/15/08 ACC - Able to do this.		
89.	CRaFIS	Allow operating department HR staff to enter certification disposition information for each candidate provided on a Certification/referral list						9/15/08 ACC - Able to do this.		
90.	CRaFIS	Allow Personnel HR staff to review and approve/disapprove disposition information for each candidate provided on a Certification/referral list. If rejecting dispositions, ability to provide feedback to the operating department staff concerning the disapproval reason.						9/15/08 ACC - Could override disposition and enter comments. Did not notify operating Department.		
91	CRaFIS	Allow operating department HR staff to fix and resubmit disapproved dispositions						9/15/08 ACC - Could not do this		Personnel Department staff may cancel a requisition for various reasons (not having proper information, incorrect information, etc.). Hiring department will receive their requisition as canceled. They may copy that requisition and make the required changes and resubmit. However, the requisition number is a new one. SR 7/19/10
92.	CRaFIS	Provide automatic reminder e-mails to operating department HR staff when a request approaches the end of validity without disposition entry.	✓	NA	NA	NA	NA	RL/SL - Not available 10/14 Team - omit		

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93.	Eligible List	Ability to automatically update rank information on the eligible list when persons are added, removed, including status changes.						10/14 verified by Team.		
94.	Eligible List	Ability to extend an eligible list multiple times, and maintain a history of the date that each extension was approved, and the length of the extension.						10/14 Team – doesn't track history.	11/18/08 City agreed that the addition of a Notes field on the Eligible List would satisfy this requirement.	
95	Eligible List	Ability to generate separate eligible lists for "open" and "promotional" candidates.						10/08/08 CD – open & promo will be separate exam plans w/ separate eligible lists.		Candidates qualifying as Promotional will be placed on the Promotional list. Candidates qualifying as Open will be placed on the Open list. Open and Promotional lists will be created within the same exam plan. SR 7/19/10
96.	Eligible List	Ability to maintain rank information on each person on an eligible list, including: rank, number of persons in same rank, and number of persons in higher ranks.						10/02/08 CD – NeoGov will calculate FGA, rank, # In rank (same score), # in higher ranks (higher scores); we will calculate military points to be sent to NeoGov. Need to choose option to rank sequentially (vs. incrementally). See Sys Req #129.		
97.	Eligible List	Ability to record a history of background checks for each eligible list, including the final general average through which background was cleared, the date cleared, and the staff member processing the clearance.	✓	NA	NA	NA	NA	RL/SL – This background check is a manual "application review" done by HR to see if the person has a conviction, etc (not the official bkgnd check to get hired). NEOGOV captures who verifies the check, but it is not currently displayed in the system. 10/08/08 CD – See Sys Req #38 and #40 10/10 Requested as a security field.		For purposes in which there is a large number of candidates on a list. Indicate where Rm 235 stopped in the background checks. 7/19/10
98.	Eligible List	Ability to reinstate person to an existing eligible list.						9/15/08 ACC - Able to do this through "Reactivate Candidates"		
99.	Eligible List	For exams other than entry-level police/fire, the ability to have all candidates expire on the same date, which is determined as follows: Promotional lists are always two years from the list establish date. Open lists vary from six months to two years. The users set the length when they create the exam.						10/08/08 CD – can set expiration date of eligible list or set "# days candidate eligible", but don't use both. "Days Candidate Eligible" is good to use for continuous exams, b/c the list will be active, while candidates "expire" at different times.		
100.	Employment Application	Provide the ability to create, store and edit a 'profile' consisting of, at a minimum, name, address, social security number, telephone number, e-mail address. And optionally Drivers' license, birth date, gender, and ethnicity while maintaining a permanent record of applications already submitted.						9/15/08 CD – Driver's license required field in trng environment as part of app. Gender & ethnicity optional agency-wide questions. Age range also optional agency-wide question, but not specific date of birth. 10/02/08 CD – created AWQ and mapped CFF to DOB question.		
101.	Employment Application	Allow user to select their filing status for each examination applied for. If candidate selects a Promotional status, verify that candidate meets promotional filing criteria.						9/15/08 CD – current process does not verify promo status. Would have to create SQ's to check for promo status, but will depend on applicant's response.	11/18/08: AWQs or SQs -- verification of meeting promo filing criteria must be reviewed manually	

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102.	Employment Application	Require candidate to answer all screening questions created in the App Review application.						9/15/08 CD – Can select which SQ's are required.		
103.	Employment Application	Depending upon the answers to the screening questions, provide the candidate with immediate feedback concerning their eligibility for the examination. Failure feedback must take account of candidate's employment status and provide appeal information only to City employees.	✓	NA	NA	NA	NA	RL/SL – There is no proactive feedback as part of the application process. The applications are submitted and then the system can determine if they meet MQ's or not... that is when they can receive a notice. Notifications are manually initiated.		
104.	Employment Application	If screening questions are passed, provide candidate with the ability to either use their stored work history and educational profiles, or to modify the profile specifically for this job class.								Applicants may save and use various applications saved within their account. The screening questions will not be evaluated until the application is submitted and staff moves the application into the second evaluation step SR 7/19/10
105.	Employment Application	Provide a printable copy of the completed application for the candidate to review and/or print prior to final submission								Applicants are able to view the entire application prior to submission. Applicants may also access a printable version of the application they submitted. SR 7/19/10
106.	Employment Application	Upon final submittal of the application, provide the candidate with an affirmative response and a confirmation number.								No confirmation number is provided, however, applicants receive a message stating that their application has been submitted and received. Applicants must print this message for proof of submission SR 7/19/10
107.	Employment Application	Allow candidate to view all previously submitted applications.						9/15/08 CD – candidate can also see their status in the exam process, i.e. "invited to written exam", or "evaluating T&E", etc.		Yes, candidates may view previously submitted applications SR 7/19/10
108.	Employment Application	Ability to establish required fields on the on-line application.								
109.	Employment Application	Ability to automatically notify candidates that they will receive confirmation number when application is submitted and accepted.						10/08/08 CD – no need to notify candidates that they will get a confirmation number, since confirmation of receipt of application is clear in the system.		
110.	Employment Application	Ability to allow candidates to view status of their application previously submitted.						9/15/08 CD – candidate can also see their status in the exam process, i.e. "invited to written exam", or "evaluating T&E", etc.		
111.	Exam	Ability to combine applicants from multiple continuous administrations into one group for testing, scoring, notification, and eligible list purposes.								
112.	Exam	Ability to correct the multiple-choice key without requiring re-scanning.								
113.	Exam	Ability to define an exam as "continuous" or "regular".						9/16/08 JS – Through exam plan		

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114.	Exam	Ability to determine the number of candidates who have applied as of a certain date or time, and break one exam into multiple administrations based on the number of candidates who can be accommodated. Ability to process these candidates as a group through the production of the eligible list.						9/29/08 DP – sort apps by the app rec'd date, then use check box next to name to indicate those that are to be "advanced" to the next step; carry on scheduling/advancing this group until they get to the list.		
115.	Exam	Ability to easily determine the candidates who lapsed a particular test.								
116.	Exam	Ability to easily move an individual candidate from one administration of an exam to another.								
117.	Exam	Ability to indicate the number of points that a candidate receives for a particular answer (either positive or negative).								
118.	Exam	Ability to maintain extensive notes about an exam including particular test forms utilized.						"notes"		
119.	Exam	Ability to maintain information about each exam, including class, administration type, exam type, testing methods, bulletin date, administration open and close dates, first test held date, special exam type, analyst name, and exam status.						9/16/08 JS - All exam plans are archived.		
120.	Exam	Ability to maintain minimum and maximum age requirements.						9/16/08 JS - Adrienne will check on this; but can be managed through requirements and screening questions		
121.	Exam	Ability to modify the exam, including the tests and the number of raters, during the exam process, and automatically re-compute the candidate's test scores.						9/16/08 JS - Test scores must be manually entered		
122.	Exam	Ability to modify the order in which tests within an exam will be held, at any time.						9/16/08 JS - Must do so prior to assigning candidates to steps?		
123.	Exam	Ability to record the Bulletin Date, Administration Open and Administration Close dates for each exam.								
124.	Exam	Ability to use one test booklet for tests that are shared by more than one exam.								
125.	Exam	Ability to view all exams that have utilized a particular test						9/16/08 JS - There might be a report that can generate that information		Check to see if this is viewable under Written Tests. Discuss how this will be handled for continuous examinations. SR 7/21/10. Can view under "Written Tests" all the Exam Plans the written test has been used in. SR 8/2/10
126.	General	Ability to easily sort data displays based on any column, for example, to re-sort a list of all certifications a person is on, based on department, or class, or date.						10/14 Team – can sort on eval step in exam plan. Can sort referral by name, SSN, and date referred. Can do primary and secondary sorts on eligible lists.		
127.	General	Ability to easily specify values for drop-down lists.						9/15/08 CD – System Administrator needs to populate these lists.		
128.	General	Ability to easily view a list of all certifications that a person is on, for all classes.								

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129.	General	Ability to easily view a list of all eligible lists that that a person is on, including their establish date, final general average, military points, expiration date, list status, rank, number in rank, number in higher ranks.						RL/SL – NEOGOV will add the values of number in rank and number in higher ranks into the system. 9/15/08 CD – Following items are not in the trng environment: FGA; military points; # in higher ranks; # in rank. 10/02/08 CD – NeoGov will calculate FGA, rank, # in rank (same score), # in higher ranks (higher scores); we will calculate military points to be sent to NeoGov. Need to choose option to rank sequentially (vs. incrementally). See Sys Req #96.		
130.	General	Ability to easily view all applications that a person has filed.								
131.	General	Allow previously registered user to recover a forgotten password.								
132.	IT issues	Ability for Personnel Department IT staff to access all data using web services for reporting purposes, or to export data into other departmental applications.						9/16/08 KG – have not been able to get any info re web services from NeoGov	2/19/2009. Data can be exported using the ad hoc reporting tool. Webservices are available, however set-up charges will apply. 3/12/09 JD The use of Web Services is offered to our clients however in order to use them we need to define, configure, and set-up integrations. For example, if you requested a new hire integration, we could use web services to transfer the data. However there would be a set-up charge to work with you to define the criteria needed for that integration, configuring and set-up of the web services, as well as testing and migration to production. 4/22/09 JD City of LA to discuss internally to determine if they would like to set-up integrations using web services 9/1/09 JD Forwarded email chain to Steve for review.	No information required from these services will not be available. 7/21/10
133.	IT Issues	Ability to conduct all system processes online, with no need for overnight batch processes.								
134.	IT Issues	Ability to conduct mass data changes when users modify their process. For example, for Firefighter, when the eligibility period changed from 18 months to 2 years, we were able to retroactively change the expire date on the eligible list, and on the interview test for all candidates.						RL/SL – You do not need IT intervention to do this – you can update the number of days duration from one screen which will affect all the candidates on the list at the same time. 9/16/08 KG – What about other mass data changes, such as moving batches of apps?	Do you need samples of other types of mass data changes? 1/21/09 - Discuss on next week's meeting. 1/28/09 JD: Terry walked NEOGOV team through mass data change examples (one dept is split into two depts). Michelle explained how these changes would be handled. Problem: NEOGOV allows users to change eligible lists so thousands of applicants don't have to be changed, Reclassified to functionality verified.	
135.	IT issues	Ability to create a file to export data to another system. Ability to specify selection criteria and columns to be included in the file.								
136.	IT Issues	Ability to develop a conversion routine that will allow exams started in CAPS to be processed in CAPS until the eligible list is established. Then the data will be exported to the new system. This process may occur multiple times over a period of approximately one year. (For classes other than entry-level police/fire)						TEAM 4/17/08 – NEOGOV does not convert scheduling on applicants. NOT converting Cert lists. SL/RL – NEOGOV is converting the active eligible lists and active applicants. There are no conversion activities scoped post-go live.		

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137.	IT Issues	Ability to develop a conversion routine that will convert all existing eligible lists that exist at the time of implementation to the new system. (For classes other than entry-level police/fire)						RL/SL - This is the one time \$26,000 conversion		
138.	IT Issues	Ability to interface with the system used to maintain our medical and psychological schedules (OHM). The interface would include the following features: Ability to send a file to OHM listing all candidates who were added to the eligible list that day. Ability to receive schedule dates and results for pre-employment medical and psychological tests from OHM.	✓	NA	NA	NA	NA	RL/SL - Out of scope 10/14 Team - AC will notify MSD to track medicals in OHM.		No interface between these systems. 7/21/10
139.	IT Issues	Ability to schedule reports and export jobs to run automatically on a regular schedule, or as a one-time event if needed.						RL/SL - Depends on the reports and which 'jobs'. We can set up reports and jobs to run, but some of them may be out of scope. 10/14 TB - this is an example as it relates to a future interface with other systems, such as OHM.		
140.	IT Issues	Ability to provide an audit trail tracking all changes made in the system, including the date/time of the change, and the user ID of the person making the change. Ability to obtain reports from the audit trail as needed.						9/16/08 KG - would need to request audit trail from NeoGov. CD - specific apps within a master profile have a change log, but the master profile does not have a change log. ACC - no audit trail for activation & inactivation on an eligible list. See Req #23.	11/18/08: need to discuss the scope of audit trail to be implemented and add to the list of enhancements 2/16/09: Insight contains certain audit functionality, however it does not touch on every screen within the system. Confirmed with Scott that this item was marked as standard because the exception was to deliver the standard audit functionality. NEOGOV will continue to enhance audit functionality, however it will not be part of this project.	
141.	IT Issues	Based on previous discussions, the ability to calculate seniority based on an employee's work history is not included in NeoGov. Therefore, another system will be used to calculate the number of seniority points. For purposes of this discussion, we will assume that CAPS II will be used. The interface would include the following features: The ability for the user to request which candidates they wish to calculate seniority for. The options would be all candidates in an exam, all candidates in an exam with an approved status, all candidates in an exam who took a particular test, or all candidates in an exam who passed a particular test. NeoGov would create a file of the SSN's for that group of candidates to send to CAPS II. CAPS II will calculate the number of seniority points using work history obtained from PaySR/EWH. After processing by CAPS II, the number of seniority points for that group of candidates, would be sent to NeoGov.						TEAM 4/17/08 - NEOGOV will interface with CAPS and CAPS will retain the existing interface with PaySR.		

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142.	Job Listing	Provide a listing of all job classes currently open for filling. List should be categorized by job classes that are open for all candidates, and job classes open only to current City employees.						9/16/08 CD - Two separate web pages for regular (open) and promo jobs. No web page/list for open & promo.		
143.	Job Listing	Provide candidate with a detailed description of the job class desired upon selection of the class from the above list.						9/16/08 CD - Plan to have all class specs available for the current job opportunities advertised and at a minimum to have all other class codes & titles, so applicants can submit notify cards (even though they will not be able to read anything about the job).		
144.	Job Listing	Allow candidate to switch directly to an Employment Application from the detailed bulletin screen.								
145	Job Listing	Color code the banner portion of the bulletin according to the filing status of the job class; OPEN, PROMOTIONAL, or OPEN/PROMOTIONAL.						SLURL - The job postings are going to be listed within their respective areas on the City's Internet or Intranet and will maintain the look/feel/coloring of those respective pages. Integrating into those pages is custom work, but already included	2/25/09: Raul and team to determine if this is still a requirement. If so, they will reach out to Lisa Elises directly	Not required as the bulletins will be created in the same manner as they are done now. Determine how/where Open/Promotional examinations will be placed 7/21/10
146.	Job Listing Admin	Provide Admin user the ability to fully customize the wording of each job class bulletin.								
147.	Job Listing Admin	Provide Admin user the ability to use 'standard' notes for inclusion on a job bulletin in the Notes section without requiring retyping of the note.		NA	NA	NA	NA	SLURL - The recruiter can create and store the notes in a document or within links that are created in the "My Links" page in Insight. They will either have to copy/paste them into the job posting template or re-type them. The easiest way is to create a document with the standard language clauses and link to that document through the My Links area of the system.		
148.	Job Listing Admin	Provide Admin user with the ability of retrieving an exam that has expired for the purpose of editing/reusing in a current administration.								
149.	Job Listing Admin	Provide Admin user with the ability of identifying an examination bulletin by filing status including: OPEN, PROMOTIONAL, OPEN/PROMOTIONAL, SPECIAL, EXEMPT, and EXECUTIVE.						9/16/08 CD - only three web pages: regular (open), promo, and transfer.		
150.	Language	Ability to enter Language Skills for a person including: language, level, status, and test date (optional). Person may have skills in more than one language						9/16/08 CD - can enter language and level, but not status and test date. Custom form fields for these items?		
151.	Medical	Ability to record information on the medical and psychological tests, including medical test date, status date, result, expire date, doctor, comments, medical conditions, and extensive notes.						9/16/08 CD - If med & psych tests are required before eligible list, then we can create eval steps. We would be able to provide info on test date, status date, result, comments, medical conditions, and notes—not sure about expiration date and doctor.	Verified okay for civilians; may be an issue for Police and Fire.	

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152.	Military	Ability to add the DD214 information at any time throughout the exam process, or throughout the life of the eligible list, and have the system automatically apply the military credit to the person's final general average.						9/29/08 DP – NeoGov will not apply a military credit automatically based on the date we enter; it will have to be done manually (one by one) to each candidate that meets the City criteria.	11/18/08: custom field on MP - with linking to the Eligible List Vet Pts field -- gap is in only adding the points for Open exams, rather than ALL exams. 3/6/09 JD: Item is marked as STANDARD. 3/16/09 MC: Per Scott L. -- Item was previously agreed to be handled manually. Additional development not within project scope.	
153.	Military	Ability to automatically add 5 points of military credit to the final general average of candidates on Open eligible lists, if their test date for the first weighted test in the exam falls between the Service Start Date and the Military Credit Expiration Date, and their final general average before applying military credit is at least 69.5.						SL/RL – The rules are not currently coded to include the date clause restriction. The ability to process and add the vet pref points is already included, just not to be within a date range. These points will be awarded manually. 10/17 – change "test date" to "app date"?	3/6/09 JD: Item is marked as customization. What is NEOGOV willing to customize as part of this item? 3/11/09 JD: Question posed to Scott. Awaiting response. 3/16/09 MC: Per Scott L. -- Item was previously agreed to be handled manually. Additional development not within project scope. 4/3/09 JD: Result of conference call with Phyllis and Scott. A customization is needed to accomplish automation of vet points from MP to the Eligible List. NEOGOV to scope the customization and determine the cost, provide this information by 4/15. Open Item – who will pay for the customization? 4/17/09 JD: Scott is agreeing to add this functionality to the core Insight product at no cost to the City of LA. This functionality will be added before City of LA goes live.	
154.	Military	Ability to automatically determine the expiration date of military credit based on the Qualifying Reason. Depending on the reason, the expiration date will either be 5 years from the service end date, or will never expire.						SL/RL – This is not currently available. We will need to discuss the exact rules and scope. This will be calculated and managed manually. 9/29/08 DP – verified as a customization once NeoGov gets our rules & scope; will we have to manually manage this process?	3/6/09 JD: NEOGOV is agreeing to build this functionality as part of Phase 4. 3/11/09 JD: Added to enhancement spreadsheet. 3/16/09 MC: Per Scott L. -- Item was previously agreed to be handled manually. Additional development not within project scope. 4/1/09 JD: City has confirmed that they have validated this item. No customization required. 4/3/09 JD: Result of conference call with Phyllis and Scott. A customization is needed to accomplish automation of vet points from MP to the Eligible List. NEOGOV to scope the customization and determine the cost, provide this information by 4/15. Open Item – who will pay for the customization? 4/17/09 JD: Scott is agreeing to add this functionality to the core Insight product at no cost to the City of LA. This functionality will be added before City of LA goes live.	
155.	Military	Ability to extend a person's eligibility on a list once they return from active military duty.						10/17 verified by Team.		
156.	Military	Ability to maintain DD214 information, including Qualifying Reason, Service Start Date, Service End Date, Approved Date, Approved By, and Expiration Date.						9/29/08 DP – in notes and comments.		This information is to attach the the candidates' master profile. Neogov to build field for this information to be store Automated process to verify this information. 7/21/10 Discuss with Dale the most efficient process for this requirement.

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157.	Military	Ability to maintain multiple DD214 records for one person (person may enter and leave the military more than once over time).						9/29/08 DP -- continue to add notes & comments.		See above. 7/21/10
158.	Military	Ability to temporarily withhold a person from certification due to active military duty.						9/16/08 CD -- can withhold anyone from certification.		
159.	Notices	Ability to indicate for an exam, when special notices are required.						10/17 verified by Team.		
160.	Notices	Ability to notify user that special notices are required for the exam, if they attempt to run the standard notices.						10/17 verified by Team.		
161.	Notify Card	Provide the ability for candidate to indicate their interest in job classes not currently open for filing by providing their E-mail address.								
162.	Notify Card	Automatically generate E-mail to all interested candidates upon the opening of a job class for filing.								
163.	Notify Card	Ability to automatically delete requests for notifications once notification has been made.	✓	NA	NA	NA	NA	SL/RL -- The career seeker can remove themselves from the list if they do not want to be notified any longer. But, all notice names are kept on the list automatically for 11 months and then receive an email to click on the link if they want to remain on the list. If they do not click, then they get automatically removed on the 12 th month.		
164.	Person	Ability to designate one address as the mailing address.						9/16/08 CD -- App in trng environment does not ask for two addresses like our app; we only need the mailing address.		
165.	Person	Ability to easily change the person's name and SSN. Ability to display all previous names and SSN's used by the person.						9/16/08 CD -- Yes easy to change, but changed SSN on master profile, but no change log. If SSN is changed within a particular app for an exam, there is a change log. Sys Req #140 also related. 10/17 Team -- Change log in master profile not working in training environment.	Is this a "training environment" issue? 1/21/09: Michelle explained the functionality to the team. Reclassified to Functionality Verified based on conversation.	
166.	Person	Ability to enter extensive notes about a person								
167.	Person	Ability to enter medical limitations.	✓	NA	NA	NA	NA	9/17/08 CD -- not sure where to enter this info 10/17 TB -- should this confidential info be captured in PaySR? No	Please demonstrate 1/21/09: Insight has the ability, however since this is being tracked in CAPS, City to discuss if this will be tracked twice. 1/28/09 Result of Onsite Discussion: City has agreed to remove from scope since it is being tracked in CAPS.	

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168.	Person	Ability to enter permanent and temporary disqualifications for a person. Automatically prevent these candidates from applying for future exams until the DQ expiration date has passed. Automatically remove these candidates from any existing eligible lists that they are on.						TEAM 4/17/08 – City will use as designed, no changes required to scope. SL/RL – People that are marked as DQ will be able to apply, but their account will be flagged with a red note that will automatically notify the City that they are flagged and for what reason. Then, the recruiter can verify if the DQ is still active and notify the applicant accordingly. 10/17 Team – analyst will need to review those barred from applying in the exam to determine if they should continue in the process. (Michelle will send revised master profile tab, including a field for barred from applying (Y/N), the reason & date.)	Show us how candidates will be automatically removed from any existing eligible lists. 1/21/09: City has agreed to current NEOGOV functionality. Barred candidates will be red flagged and manually removed from eligible lists. Reclassified to Functionality Verified based on conversation.	
169.	Person	Ability to indicate if the person has been required to submit a master application due to serious inconsistencies in past applications.						9/18/08 CD – How do we do this now?	11/18/08: custom field on master profile - reference bar from applying flag	Can red-flag applicant in order to deny his application. We can include in the applicant's master profile a note stating that applicant must submit a new application. SR 7/29/10
170.	Person	Ability to maintain a record of each referral that is made for a person, including date, department, class, and disposition.								
171.	Person	Ability to record demographic information including gender, ethnicity, date of birth, and US citizen status.						9/19/08 CD – would need to create custom form fields and map to agency-wide questions. Michelle said she would show us how.		Check with Michelle on this. 7/21/10
172.	Person	Ability to record educational background including High School/GED status, Maximum Grade Level, Degree Type, Number of Units, Type of Units (semester or quarter).								
173.	Person	Ability to record expanded medical information including weight, body fat percentage, and contact lens expiration date.		NA	NA	NA	NA	SL/RL – This is not available and should be captured in the new system that the City is purchasing for health information.		
174.	Person	Ability to record information on driver's license, including Driver's License Number, State, Expiration Date.								
175.	Person	Ability to record multiple addresses for one person.						9/15/08 CD – app in training environmental only requests one address; we only need the mailing address. NG may be referring to the change log.		
176.	Person	Ability to record multiple phone numbers for a person.						9/16/08 CD – App in trng environment requests primary & alternate numbers.		
177.	Person	Ability to search by Name								
178.	Person	Ability to search by Previous Names						9/16/08 CD – can search by any name.		
179.	Person	Ability to search by Previous SSN								
180.	Person	Ability to search by SSN								

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181.	Referral	Ability for applicants/candidates in certain classes to complete a detailed form indicating their skills and preferences. Skills will vary based on class code. Skills will include the skill type, and skill level, such as number of years experience, typing speed, amount of weight applicant can lift, etc. Preferences include departments, location, schedule, shift, job type.						9/16/08 CD – If we ask for these skills in the SQ's		For specific skill sets, applicants will be able to provide this information by answering specific screening questions or providing the information in a text box. Applicants may also indicate this information on a T&E. For preferences on location, shift, job type, and schedule, applicants will provide this information through AWCs. SR 8/2/10
182.	Referral	Ability to refer candidates to specific job openings based on whether their stated skills and preferences match those required for the particular job opening. The ability to ensure that candidates who are referred and appointed meet the rule of three whole scores, when all appointments to that class are considered on a citywide basis.						SL/RL – Recruiters can access eligible lists and apply filters to the lists and then apply the certification rules to those candidates that display in the filter results. 9/16/08 CD – can filter on basic job info (i.e. f/t, p/t, shift preference, language), licenses, typing speed, agency-wide questions, master profile custom fields, and SQ's. Basic filters are not saved, but adv filters are (for use in other exams, but need to ensure criteria matches).		
183.	Reporting	Ability to easily determine which priority classes have an existing eligible list, have an exam in progress, or have no existing eligible list, and no exam in progress						9/16/08 CD – need to check answer to item # 78; how are these classes flagged as priority? We can view all eligible lists and their expiration date	11/5/08: Can create a custom field on the class spec. Can set up an eligible list that has a rolling expiration date per candidate instead of a fixed expiration date. This requirement is related to #78. MC's Note: New ad hoc report tool should be able to address the report in conjunction with a class spec custom field to designate priority classes 2/19/09: Ad hoc report tool will be used	Neogov to create a Priority Class Report in order to obtain this information. SR 8/2/10
184.	Reporting	Ability to produce a Test Report for one test, or for a group of tests, listing all candidates with name, SSN, Identification Number, Test Score with Bonus. Candidates are separated into categories for Appeared and Lapsed. Report shows seniority when applicable, total score with seniority, status (pass/fail, etc.), indicator of whether applicant filed paper or online, and totals at bottom for # scheduled, # appeared, # passed, # failed, # lapsed, # not graded, # online app, # open candidates, # promotional candidates, # cross-filed.						SL/RL – This would most likely end up being an ad hoc report. We will work with the City to define and create required reports.		
185.	Reporting	Ability to produce final candidate notices and Report of Exam before the eligible list is generated.						9/16/08 CD – Can create template for final candidate notices, but Report of Exam will be a customization.		

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186	Reporting	Applicant Roster (Approved) Lists each approved applicant with name, SSN, address, phone numbers, and an indicator to show whether they filed online or via paper						10/08/08 CD – can see these applicants in each eval step. After scheduling, can view and print applicant roster, but I didn't see address (and phone numbers only provided in OI example in training module).		This can be done by viewing "Applicants by Step." Also, by generating a report under Reports-Applicants-Applicants by Step. This will indicate applicants that have been approved at various steps. This report can be exported to Excel and e-mailed to the appropriate party or attached to the Exam Plan for viewing. SR 8/2/10
187	Reporting	Applicant Roster (Unapproved). Lists each unapproved applicant with name, SSN, address, phone numbers, indicator for filed online or via paper, last letter received, response date.						SL/RL – This is available as working screens in the system, but not as a report. The report that we do have for this contains all this information except last letter received and response date 10/08/08 CD – these applicants would remain in the eval step they failed, no report generated. See Sys Req #27 & #194.		Same as #186. SR 8/2/10
188	Reporting	Certification Activity Report (summary) including class code and title, department, number of certifications, number of vacancies on the certifications, number of persons certified, number of persons appointed, lowest FGA of appointed persons.						SL/RL – The City will review our existing reports to verify if this report is contained within the standard list. We will work with the City to identify any areas of enhancements to our reports. 9/17/08 – "Req Rec'd" Report; provides Start & End Date, Req #, Req Title, Dept, Assigned to, Status, Apprvd, List type, Bargaining Unit.		
189	Reporting	Examination Results Report showing each candidate, including their percentage score on each test, military or seniority points, FGA, application status. Counts for # appeared, # passed, # failed, # lapsed each test. Counts for # applicants, # candidates, # DQ/Withdrawn.						SL/RL – The City will review our existing reports to verify if this report is contained within the standard list. We will work with the City to identify any areas of enhancements to our reports. 9/29/08 DP – no report exists w/ all req'd info. Need Ad hoc report after customization completed. Pending issues: military & seniority points. TB: no where to migrate this data MC: use reject reason of No Show; can batch set candidates w/ no score as "No Show"		
190	Reporting	Frequency Distribution Reports by gender or ethnicity, for a test, or for a group of tests, with the option to include or exclude seniority points.						SL/RL – We currently do not have the ability to include/exclude the seniority points on the score distribution curve. 9/29/08 DP – we need to include seniority points for promo candidates.		

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191.	Reporting	Report of Exam produced prior to creation of eligible list. Includes separate sections for Eligibility, Finally Failed, Failed, Lapsed, DQ/Withdrawn. For eligibles, includes name, final general average, rank. For Ineligibles includes only name. Option to include SSN. Option to sort by Score, Alpha, Alpha within Score.						SL/RL - This information is available through normal working screens, not in a single report. 9/17/08 CD - was able to see info through working screens; Report of Exam will be a customization.	2/19/09: SL/RL - This information is available through normal working screens, not in a single report. Ad hoc reporting tool may also be used to create this report. Reclassified to functionality Verified. 4/22/09 JD: City of LA wants to see report before moving to functionality verified.	
192.	Reports	Ability to designate certain reports as "confidential" to certain security groups until after the Eligible List has been established. These security groups can only request the "confidential" reports after the Eligible List has been established.	✓	NA	NA	NA	NA	SL/RL - Reports are not set to "confidential" or not - the security is designed so that HR Users that are associated to recruitments are the only ones that can view those respective recruitment items (including eligible lists, etc.).		Check new security enhancement to test this. SR 7/28/10
193.	Reports	Ability to produce a separate Applicant Roster only showing persons who filed their applications via paper.						9/17/08 CD - app source (paper vs. online) provided in "App by Job" report.		
194.	Reports	Ability to produce an applicant roster, including the response date and the letter type from the most recent correspondence sent to the applicant in that exam.						SL/RL - Response dates are not captured and reportable. The letters being sent are, but not the response. 9/17/08 CD - response dates are not captured. See Sys Req #27 & #187. 10/17 verified by team; may not need app roster.		
195.	Reserve	Ability to place a person on multiple reserve lists based on: layoff effective date, layoff department, # days layoff seniority, tie-breaking rank, City employee following layoff indicator, expiration date, comments.						You can manually place individuals on multiple lists. 9/15/08 ACC not able to verify.	11/18/08: City will manually enter application for applicants and place on a reserve list for each classification for which they should be on a reserve list. Employer-use only Agency-wide questions will be used to track layoff department and tie-breaking rank. Layoff date will be entered as the eligibility date. Expiration date will be set at 5 years for layoff lists. Applicants who were a City employee following layoff will have their eligibility extended indefinitely by entering an eligible list extension for the individual to a date in the distant future (e.g., 12/31/2099). The number of days of service will be entered in the eligible list days of service field.	
196.	Restore	Ability to restore a previous City employee to an eligible list that may not exist on the system. Restore based on effective date, expiration date, previous final general average, original test date, and comments.						9/15/08 ACC not able to verify.		
197.	Retake	Ability to set re-take rules for each exam. Examples include "test may be taken every 180 days", or "candidate may apply only once during this administration". Ability to apply re-take rules at time of application, or at time of scheduling.						9/17/08 CD - can apply retake rules to app. 9/29/08 CSD unable to verify retake rules at time of scheduling.	When is the enhancement scheduled to be released? 1/21/09: Al Jamie - when is this enhancement scheduled to be released? 2/19/09: Enhancement is slated for March deployment. Release notes will be sent. City can then verify.	

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198.	Schedule	Ability to automatically determine the number of persons who have cross-filed in each possible exam/test combination when scheduling for multiple exams/tests on one schedule.						SL/RL - We do not currently have this as a report or screen, but we will make sure that the capability to schedule appropriately is included to work for the City. 10/08/08 CD - accdg to RL, applicants will no longer have ability to cross-file for an exam. 10/14 Team - what about triple headers or exams that test for identical competencies? (i.e. MEDT/EEDT)	10/14/08: Identification of Cross-Fileers - applicants who have applied for multiple job postings where tests are given on the same day and applicant may need to participate in more than one exam. Prevent scheduling the same applicant who has applied for multiple postings to test for two tests during the same time period. 1/27/09 Result of Onsite Meeting: City's preference to have cross filers receive one notice instead of multiple notices. This is contradicted in item 220 however receiving multiple notices will be confusing for the clients. 2/16/09: Confirmed original assumption "SL/RL - The candidate would receive a notice for each of the tests that they are scheduled for." Moved to Functionality Verified	
199.	Schedule	Ability to automatically schedule candidates for tests.						10/08/08 CD - can use "batch date set" to schedule big groups of candidates. OI's are automatically scheduled by system, but can override chronological scheduling manually. Performance tests are scheduled in the same way as OI's.		
200.	Schedule	Ability to determine candidates who have not been scheduled for a particular test.						10/08/08 CD - after selecting notification (scheduling) action, can select candidates that have not been scheduled and press "Go".		
201.	Schedule	Ability to double schedule on certain time slots.						10/17 verified by Team.		
202.	Schedule	Ability to enter multiple breaks on one schedule.						10/08/08 CD - for OI's and Performance tests, can set up multiple breaks & break duration in chronological order.		
203.	Schedule	Ability to include multiple days with varying start time, end time, number of boards, and breaks.						10/08/08 CD - would need to set up separate schedules for each board and day.		
204.	Schedule	Ability to include multiple exams and tests on one schedule.							11/18/08: City needs to be able to schedule candidates for multiple tests within the same exam plan when the tests are part of a test group. Needs to be able to notify the candies of the test times/locations for each test. Item for further discussion re: scope - City has indicated the need to generate rosters for all tests given at a group of locations for a specified date. This might include various locations (rooms) within a facility. 1/20/09: SL/RL was defined as met in full as the requirement is written. This requirement is not met in full based on further conversation. City will discuss internally. 2/16/09: NEOGOV not able to generate rosters across multiple tests. 3/18/09 Discussion: Agreed upon solution while on con call with Scott. Building ability to track cross filers, however candidates will still receive multiple notices.	

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205.	Schedule	Ability to indicate a list of Zip Codes that pertain to a particular geographical location.						9/29/08 CSD not able to verify. See Sys Req #216.	11/18/08: There are 4 different test locations that need to be scheduled based on the applicant's zip code. There are approximately 50 zip codes for some of these locations. Entering a filter for zip code each time it is needed is not a feasible solution. Current evaluation step advanced filtering tool does not permit filtering on zip code either.	
206.	Schedule	Ability to indicate the default number of raters for a board.						10/08/08 CD – by selecting the raters from the populated rater & proctor table set up by the Sys Administrator.		
207.	Schedule	Ability to make schedule notices unique in some way to reduce the likelihood of candidates being able to produce fake notices.	✓	NA	NA	NA	NA	SL/RL – The notice is a generic template. If you want to include some sort of image in the template, that is ok, but there is nothing that makes one of the same notices unique from another one. 10/08/08 CD – should be OK b/c of our ability to post-test DQ a candidate.		
208.	Schedule	Ability to manually add or delete a candidate from a schedule.						10/08/08 verified by CD.		
209.	Schedule	Ability to print schedule notices including schedule date, time, location, and any special instructions.						10/08/08 CD – word document created of paper notices and mailing labels (can choose specific type of labels from system for printing); each applicant also has a record of any email notices sent to them.		
210.	Schedule	Ability to print schedule reports either listing cross filers on separate reports, or merging them into one report.						SL/RL – We do not have this report currently available, but will include it as part of the project. 10/08/08 CD – should be OK b/c applicants will no longer have ability to cross-file. 10/14 – need to address exams w/ identical test parts, such as MEDT/EEDT		
211.	Schedule	Ability to print schedule reports including listings by candidate name or location.						10/08/08 CD – can print schedule and/or rosters, which can be used by proctors.		
212.	Schedule	Ability to print/display standard instructions on the schedule notice.						10/08/08 CD – System Administrator will need to create notice templates per type of exam (instead of a template per special instruction).		
213.	Schedule	Ability to produce a single notice for a candidate who has been scheduled for multiple exams/tests on one schedule.	✓	NA	NA	NA	NA	SL/RL – Each test scheduled will receive a separate notice.		
214.	Schedule	Ability to re-print or re-send a Schedule Notice for a particular candidate						10/08/08 CD – word document created of paper notices and mailing labels (can choose specific type of labels from system for printing); each applicant also has a record of any email notices sent to them. Invalid email addresses are flagged, after which you can filter for "notices not sent" and send a paper notice.		Able to reprint notices sent to applicants. System keeps record of the notices generated. Will not resend notices if address is recorded correctly. SR 7/28/10
215.	Schedule	Ability to reserve a timeslot for a particular candidate.						10/08/08 CD – for OI's or Performance tests, systems will chronological schedule applicants, but you can override the schedule for reserved timeslots.		

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216.	Schedule	Ability to schedule based on candidate's geographical location (zip code).						9/29/08 CSD not able to verify. Sys Req #205 is related.		
217.	Schedule	Ability to schedule by Platoon						SL/RL – You would have to ask this on the job specific supplemental question so that you could filter on the platoon and then schedule that resulting group. 10/17 Team – was able to apply filter to see candidate by platoon & then schedule; is this the most efficient way?		
218.	Schedule	Ability to schedule candidates based on a minimum/maximum final general average						5/7/08 – will accommodate manually. SL/RL – what is the score from? Is this to schedule for a one-on-one interview (since the score is the final general average and not the individual exam components) You cannot filter based on the score, but you can place a check next to the names within particular scores/bands and notify them this way. 10/17 Team – CSD does not need this Can we delete this req? See Sys Req #63 12/2 No	If there is a check mark, demonstrate how to schedule those candidates 1/21/09:	When required to do so, will sort by score and select candidates that are to be scheduled. 7/28/10
219.	Schedule	Ability to schedule candidates who meet special requirements.						10/08/08 CD – can filter for special requirements or desirables and schedule accordingly.		
220.	Schedule	Ability to schedule different cross-filer groups for different test lengths on one schedule.						SL/RL – The candidate would receive a notice for each of the tests that they are scheduled for. 9/29/08 CSD not able to verify	11/20/08: City did not request demo/discussion of this item. See comments. 1/28/09 Onsite Discussion: Reference 198. City's preference to have cross filers receive one notice instead of multiple notices. This is contradicted in item 220 however receiving multiple notices will be confusing for the clients. 2/16/09: Confirmed original assumption "SL/RL – The candidate would receive a notice for each of the tests that they are scheduled for." Moved to Functionality Verified.	
221.	Schedule	Ability to select from a list of standardized schedule instructions to be included on the candidate's schedule notice.		NA	NA	NA	NA	SL/RL – You would have to create a different notice per special instruction. 10/08/08 CD – System Administrator will need to create notice templates per type of exam (instead of a template per special instruction).		
222.	Schedule	Ability to specify different schedule parameters for different days on one schedule.						10/17 verified by Team.		
223.	Schedule	Ability to view the number of candidates available to be scheduled.						10/08/08 CD – after selecting the notify action and candidates to be scheduled, the system will provide this number.		

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224.	Scoring	Ability for candidates to "waive" certain tests that they have previously passed in other exams. In some cases, candidates may need to have passed two or more tests in order to be allowed to waive the new test.						10/08/08 CD - if not using "batch date set" scheduling, can manually select from a drop-down menu by the candidate's name which contains the scheduled test date and previous test dates that the candidate has already taken. Can use previous test dates to waive this portion of the test and use their previous score.	3/17/08: MC - Per Scott L. Insight provides the ability to automatically reuse test scores (written exams). Requirement did not include oral exams and performance exams which are out of scope. 3/18/09 Discussion with Scott: Agreed, orals were out of scope. Performance exams will be created as written exams, which solves this problem. Agreed as a group, no customizations will be required for this requirement.	This refers to common testing; however, we do not anticipate using common testing anytime soon. This is typically used for qualifying test; therefore, the score would not effect candidates once placed on the eligible list. Check enhancements to verify scope SR 8/4/10
225.	Scoring	Ability to automatically calculate the expiration date for a test, based on pre-determined rules.						9/29/08 CSD not able to verify.	11/19/08: Scores from written, oral and performance exams can all be reused. City needs the ability to establish the expiration time period for each exam (not just for written) and to reuse scores from previous exams (which may be in different exam plans) and to expire candidates on the eligible list if they have a test score that expires while the applicant is active on the eligible list. For further discussion regarding scope of project and City's process: Applicants who are retested do not have to reapply but are just rescheduled to test. 1/28/09 JD - Outcome of Onsite Discussion: Test expiration currently exists for written tests only. City needs it for orals, performance tests, etc. 2/19/09: Phase Two item per the City. 3/17/08: MC - Per Scott L. Insight provides the ability to	
226.	Scoring	Ability to automatically set and display the person's pass/fail status for a candidate's test results, when entering and saving scores, based on a cutoff score.						10/17 Team - could not verify second part of requirement: entering & saving scores based on a cutoff score (on an M/C test).		
227.	Scoring	Ability to automatically use the person's seniority points to determine whether the person passed or failed a test, based on the cutoff score for that test, without permanently adding the seniority points to the test score.						SL/RL - This is not currently available, but we will include this before go live. This capability is being included in the CAPS interface design scope. 10/08/08 CD - need to continue 10/02/08 meeting with Michelle & Jamie regarding scoring and multiple test components.		
228.	Scoring	Ability to display all rater scores for a candidate, on each test, and each test part.						10/08/08 CD - when viewing an eligible list, can choose "show evaluation steps" to see how each candidate performed on each step. Would need to go into the specific eval step to see rater scores.		
229.	Scoring	Ability to eliminate one or more items on a multiple-choice test, and automatically re-compute the candidate's scores.						9/29/08 CSD not able to verify.	11/19/08: update the test key and then re-evaluate the previous applicant's scores	
230.	Scoring	Ability to eliminate one or more raters for a candidate and compute the score without averaging the missing rater.						Week of 10/13 verified by CSD.		

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231.	Scoring	Ability to enter test scores once for a candidate, and share the result for multiple exams (recruitment).						SL/RL – The score will be associated to the test record. Once a test score is entered for a particular test (written, typing, etc.) from that point on (as long as the score is still valid and has not expired) that score can be automatically populated for all future recruitments. 10/08/08 CD - can manually select from a drop-down menu by the candidate's name which contains the scheduled test date and previous test dates that the candidate has already taken. Can use previous test dates to waive this portion of the test and use their previous score.		
232.	Scoring	Ability to group tests into a "written test"						10/08/08 CD – need to continue 10/02/08 meeting regarding scoring and multiple test components.		Essays where each question is weighted differently will be handled by providing a maximum score based on the weight. The overall score on the test will be based on the weight of each question and the weight of the overall examination. Is a Phase II enhancement SR 8/2/10
233.	Scoring	Ability to have up to five correct answers for each multiple choice test item.						9/29/08 CSD not able to verify.	11/20/08: item was not flagged for demo, this functionality can be demonstrated. 1/28/09 Result of Onsite Discussion: NEOGOV has the ability to reward one point for each answer. This allows each answer to have the same point level. Does become tricky when it comes to item analysis. City agreed this functionality will work, moved to City Validated.	
234.	Scoring	Ability to import information from previous candidate processing systems to allow candidates to "waive" certain tests that they previously passed, that were administered in previous systems.						5/7/08 – This requirement has been removed from the project at this time. If this is reopened, City and NEOGOV will establish scope, requirements, price, and timeline. SL/RL – This would be part of a data conversion and that conversion has not been scoped or priced. NEOGOV is converting the active lists and all the candidates with active scores would be converted. Raul to confirm if the City requires additional conversion of candidates with scores that are not included in the conversion scope of active lists.		
235.	Scoring	Ability to indicate when seniority should be applied to a test score to determine if the candidate passed or failed.						10/08/08 CD – need to continue 10/02/08 meeting regarding scoring and multiple test components.		
236.	Scoring	Ability to indicate whether to add seniority points to the test scores on a frequency distribution report.						SL/RL – This is not currently available. We will need to add this before go live. 9/29/08 CSD – need to see customization.		

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237.	Scoring	Ability to indicate whether to add seniority points to the test scores on a test report.						SLURL - This is not currently available. We will need to add this before go live. 9/29/08 CSD - need to see customization. See Sys Req #184 (Test Report)		
238.	Scoring	Ability to load scanned multiple choice key, answer sheets, and identification sheets.						10/08/08 CD - system is able to upload scanned answer sheets for as long as the answers begin in row 11.		
239.	Scoring	Ability to manually correct errors in scoring, whether they originated from scanner or manual data entry.						9/29/08 CSD not able to verify. 11/19/08: Revisions to the TXT file of answers can be uploaded to Insight. City is expecting to be able to manually data enter test responses and have the ability to edit test responses within Insight for both manually entered and uploaded tests answer sheets. 1/28/09 Result of online discussion: NEOGOV allows users to change the test key and rescore. City wants to enter their TOTAL score, not the item analysis. Users have the ability to adjust the TOTAL score which meets Dale's needs. Discussion complete, City can validate at their leisure.		
240.	Scoring	Ability to modify the correct answer for an item, and automatically re-compute the candidate's scores						9/29/08 CSD not able to verify.		Dale confirmed this can be done. Recomputing the answer key will rescore all candidates Resolved. SR 8/4/10
241.	Scoring	Ability to print the rater scores that were entered to allow for auditing of data entry.								
242.	Scoring	Ability to process candidates who take post-date tests.						10/17 verified by DP.		
243.	Scoring	Ability to provide a frequency distribution for either an individual test, or for a group of tests that have been combined into a "written test"						9/29/08 CSD not able to verify group of tests. 11/19/08: 'view results' link and item analysis stats with point bi-serial and KR22; also need the frequency distribution for oral exams and performance exams as well as for the grouped evaluation steps which can contain multiple step types. 2/19/09: Insight has this ability for written tests as defined in the requirement. Reclassified to functionality verified.		
244.	Scoring	Ability to provide error reports indicating problems found when loading scanned test keys, answer sheets, and identification sheets to the system. Some examples of possible problems include candidate not found in the exam, and missing identification sheet, missing answer sheet.						10/08/08 CD - in "Exam Processing" training module, test keys are entered in the system before scoring. When uploading text file of answer sheets, candidates not scheduled for the exam and SSN's not found are identified.		
245.	Scoring	Ability to provide test results for either an individual test, or for a group of tests that have been combined into a "written test".						9/29/08 CSD not able to verify group of tests.		
246.	Scoring	Ability to record a bonus on a test, automatically apply the bonus points to each candidate's test score, and automatically re-calculate their pass/fail status.						SLURL - NEOGOV will build as part of the project. This is not currently available 9/29/08 CSD - need to see customization.		

Req #	System Area	Description	NEOGOV:	UAT	UAT	UAT	UAT	Comments from 2009 verification	Discussion Notes from 2009 verification	Follow-up Questions from 2009 verification
			Removed from Scope by Agreement	Test Plan #	Tested By (Initials & date)	Test Results	Describe Exceptions			
247.	Scoring	Ability to record the following information for each test the candidate takes for an exam: Test Date and Time, Location, Score, Test Expire Date, Test Score with Bonus, Test Status (pass, fail, no show).						SL/RL – We will need to add the test score with bonus information. 9/29/08 CSD – need to see customization.		
248.	Scoring	Ability to retrieve all candidates who are scheduled to take a particular test, for the purpose of entering test scores for the entire group. Ability to sort the list by name, SSN, last 6 digits of SSN, or identification number. Ability to enter the score, and have the test status (pass/fail, etc.) automatically displayed by the system after entry.	✓	NA	NA	NA	NA	SL/RL – Currently, you can either upload the score information electronically in bulk or you would have to manually enter the scores.		
249.	Scoring	Ability to retrieve detailed test score information for candidates, including their answers for multiple choice items, part scores, test scores, bonus points, test score including bonus, combined group scores (written), military points, seniority points, and overall final general average.						Pending issues: bonus points, group scores, part scores, seniority points		
250.	Scoring	Ability to scan a rater sheet	✓	NA	NA	NA	NA	TEAM 4/17/08 – This is OUT of scope SL/RL – Raul to investigate if this is a requirement in the scope of this project. 10/08/08 CD – not performed in our current process either.		
251.	Scoring	Ability to share one or more tests with multiple exams.						10/08/08 CD – when creating the exam, the questions should be grouped and labeled by competency for easy reference by others.		
252.	Scoring	Ability to use different cutoff scores and bonuses for tests that have been shared by multiple exams.						SL/RL – We need to include the ability to add bonus scores on the exams. 10/08/08 CD – need to continue 10/02/08 meeting regarding scoring and multiple test components.		As long as the test is identical, we can use the same test. Any changes to the test will have to be addressed. A different cut-score and bonuses may be used as they are tied to the Exam Plan and not the test. SR 8/4/10 (CILA 56)
253.	Scoring	Ability to view a summary for each candidate, showing their most recent record for each of the tests in an exam, including test type, test description, status (pass/fail, etc.), numeric score, bonus, score with bonus, test date, expiration date, and military credit indicator.						SL/RL – Most of this information is available within the Insight user screens and is not set up in the exact report listed here. We will work with the City to design reports based on the existing Insight reports and the City's requirements. We need to include the ability to add bonus scores on the exams. 10/08/08 CD – need to continue 10/02/08 meeting regarding scoring and multiple test components.		

Req #	System Area	Description	NEOGOV: Removed from Scope by Agreement	UAT Test Plan #	UAT Tested By (Initials & date)	UAT Test Results	UAT Describe Exceptions	Comments from 2009 verification	Discussion Notes from 2009 verification	Follow-up Questions from 2009 verification
254.	Scoring	Ability to view the candidate's detailed history of each test in an exam, including test type, test description, status (pass/fail, etc.), numeric score, bonus, score with bonus, test date, and expiration date, showing each time the candidate's result in that test changed.						SL/RL – Most of this information is available within the Insight user screens and is not set up in the exact report listed here. We will work with the City to design reports based on the existing Insight reports and the City's requirements. We need to include the ability to add bonus scores on the exams. 10/08/08 CD – in viewing eligible list, can show eval steps to see how each candidate performed on each eval step; would need to look at specific eval steps to get individual rater scores. Also need to continue 10/02/08 meeting regarding scoring and multiple test components.		
255.	Security	Ability to establish a security profile for a group of users.						9/17/08 CD – security is only set up to allow HR Users w/ specific access to a recruitment (per dept) to see all info related to that recruitment.	11/20/08: item was not flagged for demo. This item is being flagged for discussion. 1/28/09 Result of Onsite Discussion: Currently have field level security which has been complicated to maintain. As a result they have set up security profiles. Screens, Fields, and reporting. View, edit rights. Currently Insight only allows restrictions to job posting, reqs, benefits, and one other screen. Reclassified to Full or Partial Build Requirements.	
256.	Security	Ability to prevent users from accessing information on exams for which they or a friend/relative has filed an application						10/02/08 CD – System Administrator has access to "HR Users" table, in which the System Administrator can restrict access for an analyst to specific postings.		

			NEGOV:	UAT	UAT	UAT	UAT			
Req #	System Area	Description	Removed from Scope by Agreement	Test Plan #	Tested By (Initials & date)	Test Results	Describe Exceptions	Comments from 2009 verification	Discussion Notes from 2009 verification	Follow-up Questions from 2009 verification
257.	Security	Ability to restrict access to specific data fields.						5/7/08 - Agreed that security must include at least the ability to restrict certain HR users from entering and updating scores. SL/RL - Insight is designed to be configurable throughout to restrict viewability and access. We will have to work with the City to ensure that all security rules are acceptable. 10/02/08 - Jamie said she will review this issue.	10/22/08: There are several areas where the City has stated the need to restrict access. 1. Evaluation steps where a score is entered. - Disposition change - specific group of people to have the ability to update to disposition - they can edit for any eval step type and any exam plan provided they have dept security - Advanced step - same group of people 2. Scoring - import, test key sheet - Import can be done by a specific group of people, no restrictions - Same group of people to the test keys - Other people also get access to the test keys - Add, update and delete for all 3. Background notes (Felicia) notes on the exam plan, notes on the master profile and notes on an application - Criminal history, -- Some have the ability to view only -- Others have ability to add, update and delete 4. Reports - report requirement 192 - report requirement 258 - Ad Hoc Report tool - chief concern is around users having access to report on lists that have not yet been approved. 2/19/09 Customization Agreed to.	1/29/09 City to send NEOGOV current security profiles. NEOGOV to analysis in comparison with security
258.	Security	Ability to restrict access to specific reports.						SL/RL - HR reports are available to all HR users, but the department information will only display to HR users within their respective departments. 9/17/08 CD - will be a standard function if exam is assigned by dept and we are OK w/ all HR Users in that dept seeing all reports.	11/20/08: item was not flagged for demo. This item is being flagged for discussion 1/28/09: City wants to be sure to restrict certain fields in ad hoc reports. To be reviewed as part of security profiles. Customization agreed to. Entered on to requirements enhancements tab.	
259.	Security	Ability to restrict access to specific Windows/screens.						9/17/08 CD - security is only set up to allow HR Users w/ specific access to a recruitment (per dept) to see all info related to that recruitment. Can restrict access to specific job postings.	11/20/08: item was not flagged for demo. This item is being flagged for discussion 1/28/09 Result of Onsite Discussion: Coupled with security profile discussion	
260.	Security	Ability to establish a security level that would allow operating departments to conduct the recruitment and selection process for transfers, while prohibiting access to civil service exams conducted by the central Personnel Department.	✓	NA	NA	NA	NA	9/17/08 CD not able to verify. Do we approve the authority for transfer? Or can transfers be set up in the OHC as a req w/ no approvals? 10/17 Team - will not provide this to operating departments; req eliminated.		
261.	Security	Ability to establish a security level that would allow operating departments to generate a certification, after the required approvals have been obtained.								

Req #	System Area	Description	NEOGOV: Removed from Scope by Agreement	UAT Test Plan #	UAT Tested By (Initials & date)	UAT Test Results	UAT Describe Exceptions	Comments from 2009 verification	Discussion Notes from 2009 verification	Follow-up Questions from 2009 verification
262.	Security	Ability to restrict the security for a group of users within the Personnel Department based on the class code for the exam. Initial groups will include sworn promotional and all other classes.						10/02/08 CD – can restrict HR users access to specific job postings.		
263.	Seniority	Ability to automatically calculate limited seniority points, based on the employee's work history, only during periods when the employee worked in the class codes/titles specified in the seniority rules for the exam.						ALL – All of the seniority points are going to remain calculated in CAPS. NEOGOV will accept those points through the interface. SL/RL – We would require an interface or someone to manually input the days worked in the appropriate class (we do not auto calculate that information, it would have to come in from some external source). We do have a configurable algorithm that can take that information and apply a custom formula to add those points to the exam score on the eligible list. This is accomplished using the CAPS & CAPS to PaySR interface. 9/29/08 CSD needs to test after customization. 10/08/08 CD – need to continue 10/02/08 meeting regarding scoring and multiple test components.	2/19/09: Per discussion notes between Scott & Raul, calculations will be done in CAPS. NEOGOV to build interface.	
264.	Seniority	Ability to automatically calculate seniority points, based on the employee's work history.						RL/SL 3/19/08 – CAPS currently calculates all the days of service (City may need to keep CAPS running for this feature exclusively). Once CAPS calculates the days of service, those days need to be exported into NEOGOV and put on the person's eligible list field. CAPS gets its information from PaySR (The City Payroll system). NEOGOV will need to build integration with CAPS to send over the SNN OR EmplID into CAPS, get the calc of the days of service... and then take that info back into NEOGOV to calculate the seniority points. See response 263. 9/29/08 CSD needs to test after customization. 10/08/08 CD – need to continue 10/02/08 meeting regarding scoring and multiple test components.	2/19/09: Per discussion notes between Scott & Raul, calculations will be done in CAPS. NEOGOV to build interface.	

Req #	System Area	Description	NEOGOV: Removed from Scope by Agreement	UAT Test Plan #	UAT Tested By (Initials & date)	UAT Test Results	UAT Describe Exceptions	Comments from 2009 verification	Discussion Notes from 2009 verification	Follow-up Questions from 2009 verification
265.	Seniority	Ability to calculate pro-rated seniority for periods of intermittent work.						See response 263. 9/29/08 CSD needs to test after customization. 10/08/08 CD – need to continue 10/02/08 meeting regarding scoring and multiple test components.	2/19/09: Per discussion notes between Scott & Raul, calculations will be done in CAPS. NEOGOV to build interface.	
266.	Seniority	Ability to calculate pro-rated seniority, based on hours worked, for periods of intermittent employment.						See response 263. 9/29/08 CSD needs to test after customization. 10/08/08 CD – need to continue 10/02/08 meeting regarding scoring and multiple test components.	2/19/09: Per discussion notes between Scott & Raul, calculations will be done in CAPS. NEOGOV to build interface.	
267.	Seniority	Ability to calculate seniority as of the end of a specified year.						See response 263 9/29/08 CSD needs to test after customization. 10/08/08 CD – need to continue 10/02/08 meeting regarding scoring and multiple test components.		
268.	Seniority	Ability to calculate seniority for selected candidates, including the following groups (all candidates, all candidates with an approved application, all candidates who passed a particular test, all candidates who took a particular test, or a single candidate).						See response 263 9/29/08 CSD needs to test after customization. 10/08/08 CD – need to continue 10/02/08 meeting regarding scoring and multiple test components.	2/19/09: Per discussion notes between Scott & Raul, calculations will be done in CAPS. NEOGOV to build interface.	
269.	Seniority	Ability to display all work history for a candidate that was used to calculate seniority points.	✓	NA	NA	NA	NA	See response 263 10/02/08 CD – seniority will be calculated in CAPS and sent to NeoGov.		
270.	Seniority	Ability to enter seniority points manually for a candidate.						9/29/08 CSD needs to test after customization. 10/08/08 CD – need to continue 10/02/08 meeting regarding scoring and multiple test components.	11/20/08: item was not flagged for demo. This item is being flagged for discussion. 1/28/09 Result of Onsite Discussion: Seniority Points field is editable. Reclassified to Full or Partial Build Requirement.	
271.	Seniority	Ability to enter seniority rules for an exam, including the maximum number of points, seniority points per year of service, and class codes/titles that receive limited exam seniority.						SL/RL – NEOGOV will include this capability 9/29/08 CSD needs to test after customization. 10/08/08 CD – need to continue 10/02/08 meeting regarding scoring and multiple test components.	4/22/09 JD: City of LA agreed this will be solved for in Phase I using CAPS.	
272.	Seniority	Ability to specify whether to recalculate seniority for candidates with existing seniority points, when calculating seniority points.						SL/RL – NEOGOV will include this capability 9/29/08 CSD needs to test after customization. 10/08/08 CD – need to continue 10/02/08 meeting regarding scoring and multiple test components.	4/22/09 JD: City of LA agreed this will be solved for in Phase I using CAPS.	

			NEOGOV	UAT	UAT	UAT	UAT			
Req #	System Area	Description	Removed from Scope by Agreement	Test Plan #	Tested By (Initials & date)	Test Results	Describe Exceptions	Comments from 2009 verification	Discussion Notes from 2009 verification	Follow-up Questions from 2009 verification
273.	Seniority	Ability to view the detailed information for each candidate on how the seniority was calculated.		NA	NA	NA	NA	SLURL – Contained within CAPS 10/02/08 CD – seniority will be calculated in CAPS and sent to NeoGov.		
274.	Test	Ability to enter basic test parameters such as test types, weights, parts, scoring methods, number of items, part weights, minimum and maximum score, number of raters, number of items, and bonus.						10/08/08 CD – need to continue 10/02/08 meeting regarding scoring and multiple test components b/c not sure about essays w/ different weights w/in a written test.		
275.	Test	Ability to scan test key or enter test key manually.						10/17 Team – cannot scan test key.		
276.	Test	Ability to view test key, and modify correct answer, or number of points received for each answer.						10/08/08 CD – I believe this was covered in the 9/24/08 TMS presentation.		



US863 – CAPS Interface

Product Name: Insight – City of Los Angeles (CILA) – CAPS Interface

Date: May 24, 2017

Email: dgoodwin@neogov.com

Document Revision History:

Date	Revision	Revised By
3/5/10	Draft for Client Sign-off	Drew Goodwin
3/9/10	Revised per City of LA feedback	Michelle Cline
3/24/10	Removal of header from export file	Michelle Cline

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SUMMARY

As an HR User, I need the ability to select one or more applicants in an exam plan and send certain data about that applicant to CAPS via a tab-delimited file. The file should be generated, PGP encrypted, and sent to NEOGOV's FTP server upon the HR user clicking the "Go" button. After processing the users in the file, I should be able to upload another file that will be automatically processed by NEOGOV. The uploaded file will uniquely identify an applicant on an exam plan and specify how many points will be populated in the candidate's promotional points field. The City of Los Angeles will be using the NEOGOV Insight system to process applications for their organization. Currently there is a system that is used to calculate POINTS to be used in the evaluation process. The client needs to be able to export the candidate list so that the current system can calculate the correct amount of points each candidate should be rewarded. These results must then be imported back into the NEOGOV Insight system so that candidates can be accurately moved through the steps and placed on eligible lists.

PROJECT CONTACT INFORMATION

Technical Contact Terry Berg[terry.berg@lacity.org]

IMPLEMENTATION

The implementation of this is broken into two distinct parts:

- Inbound (Processing point values received from CiLA into application records)
- Outbound (Allowing HR users to select and export information on candidates)

File transfers will take place from the FTP location, hosted by NEOGOV that has already been provided to the City of Los Angeles. File will use timestamps in the filename to avoid collisions and will be placed in the following directories relative to the root directory:

File Type

File Location

Inbound files (from City of LA to NEOGOV) /CAPS/inbound/

Outbound files (From NEOGOV to City of LA) /CAPS/outbound/

INBOUND (CILA/CAPS TO NEOGOV)

FREQUENCY

NEOGOV will schedule a process which runs approximately every hour. The process will consume all files which are in the proper format in a FTP location TBD. The proper format of the files is a plain-text, no-header CSV.

The import process will run every hour on the hour 24 hours a day/ 7 days a week.

FILE PROCESSING METHODOLOGY

When processing this information, the interface program will process the oldest files first, in order, until all files have been processed. Each file processed will be deleted by the NEOGOV interface program from the directory. Each file processed will generate a separate report in the system.

FILE FORMAT

FILE NAME

File name should be standard with a date/time stamp. [**CAPSImport_yyyymmdd_hhmmss.txt**]

File Name for file created on Jan 1, 2010 at 3:25 pm. [**CAPSImport_20100101_152500.txt**]

By using this type of naming convention, it allows for easy sorting of the file based upon when they were created. Since the CAPS import will be a period import (every hour), there may be times that there are multiple files which may attempt to overwrite the same application points. This will allow for the correction of mistakes if there are any).

The File processor will process the file in ascending order.

The application date received field will be included in the export. This will be used to match to the correct application in the exam plan.

In order to handle batch processing, the CAPS_EXAM_ID field will be in the actual file.

DateReceived format can follow the same format as the file name. [yyyymmdd_hhmmss].

FILE FIELDS

Field Name	Type	Description
CAPS Exam ID	Character	In NEOGOV Insight, this will match the custom form field for each exam plan. Character type field.
SSN	Character	Social security number – 9 digits, no formatting. Will be matched to the MasterProfile RawSSN field.
Date Received	Character	DateReceived format can follow the same format as the file name. [yyyymmdd_hhmmss].
Points	Floating Point	Floating point value. Maximum 4 decimal points. Truncating anything after 4 th decimal of precision

EXAMPLE FILE CONTENT

3091,123121234,20100225_152100,15.1234

COMMA DELIMITED FILE STANDARD

- Each record is one line terminated by a line feed
- Fields are separated by commas
- leading and trailing spaces or tabs, adjacent to commas are trimmed
- Fields with embedded commas must be enclosed within double-quote characters
- Fields with embedded double-quote characters must be enclosed within double-quote characters, and each of the embedded double-quote characters must be represented by a pair of double-quote characters.
- Fields with both embedded double-quote characters and commas must be enclosed with double double-quote characters.
- Fields with embedded line breaks must be enclosed within double-quote characters.
- Fields with leading or trailing spaces must be enclosed within double-quote characters.

- Fields may always be enclosed within double-quote characters, whether necessary or not. **For this project, the fields should not have any commas in them so no enclosing double quotes are necessary.**

LOGIC FOR PROCESSING RECORDS

Condition will check that there is only one exam plan with a matching CAPS_EXAM_ID before importing a record with that CAPS_EXAM_ID. If there is more than one exam plan, the records will not be loaded; they will be put on the exception report.

Because of continuous postings, will be a problem if all resumes matching a given social security number / CAPS_EXAM_ID combo are updated on a given import. They don't want the candidate to have their points updated for the old application if they submit another application some time later. Proposed solution by both NEOGOV and City of LA is to use app received date as another key for identifying the specific application.

We will always override points, even if they are already populated on a given application .

Exception report should show all records that failed to load and the reason for each.

All Exam Plans will have a custom form field labeled [CAPS_EXAM_ID].

The Import interface will look for ALL Exam Plans with the matching ID and update all applicants with matching Master Profiles that have the corresponding values.

For each record matching the conditions stated above (i.e. can be imported successfully), the process will update the seniority points for all matching CAPS_EXAM_ID/SSN combinations. NEOGOV will check for the uniqueness of the CAPS_EXAM_ID. In addition, since the [Date Received] value for the application will also be passed, this will be used as a further matching criteria to match the correct application in the exam plan. If the seniority points already exist for the matching records, they will be overwritten by the value newly obtained from CAPS.

After the points have been imported for a given candidate, the corresponding step and total step evaluation step scores (score and total score in the DB, respectively) will be updated to reflect the new point value where applicable (i.e. evaluation steps have been configured to utilize the point value populated). This will happen for every step on the exam plan.

If a application has already been placed on the eligible list, the points will NOT be updated and an exception will be written to the report stating that the applicant is already on the eligible list.

If any of these conditions are not true, an exception will be noted on the exception report which will be available through the Insight Enterprise interface under the Admin menu. The report is viewable by agency administrators.

ERROR REPORTING

The current System Reporting process will be used. This menu item is available to all HR users with admin privileges under the Admin top level menu.

OUTBOUND (NEOGOV TO CILA/CAPS)

PREREQUISITES(S)

1. User must be logged into Insight as an HR User.
2. Step must have applicants present.
3. Only promotional candidates are eligible for export. NEOGOV will determine applicant eligibility for export by checking their response to AWQ #1 _("I am currently employed by the City of Los Angeles, or I am currently on a reserve list for the City of Los Angeles as a result of a City layoff.")_

FLOW

1. HR User selects applicants using any of the existing candidate selection methods in the View Applicants by Step page (all, all passing, selected, etc.)
2. HR User selects "Export to CAPS" in the "== Select Action ==" drop-down.
3. HR User selects "All", "Passing", "Failing", or "Selected" from the "== Select Candidate(s)" drop-down.
4. HR User clicks the "Go" button
5. Insight extracts the pre-defined data for each selected applicant
6. Insight confirms each selected applicant is eligible for export by checking their response to AWQ #1
7. Insight formats data in a tab-delimited text file
8. Insight PGP encrypts the data file
9. Insight transmits the file to the pre-determined FTP server

EXPORT FILE

CONTENTS

Class Spec Class Code ClassCode

Exam Plan Exam Type ExamType

Jobs Active Continuous ActiveContinuous

Jobs Advertise From AdvFrom

Jobs CAPS Exam ID CapsExamID

Benefit Code Created Date CreatedDate yyyyymmdd

Master Profile SSN SSN 123456789 (no "-"s or spaces, numbers only)

App Received Date AppReceivedDate yyyyymmdd_hhmmss

Master Profile First Name FirstName

Master Profile Last name LastName

Master Profile Address 1 Address 1

Master Profile Address 2 Address 2

Master Profile City City

Master Profile State State

Master Profile Zip Code ZipCode

FORMATTING CONSIDERATIONS

- Dates will be formatted yyyyymmdd
- SSNs will have hyphens removed and only contain 9 numbers

KEY POINTS

1. File must be encrypted with CiLA's public PGP key
2. File name must be unique to prevent overwriting
3. Export must be real-time (Or exported within 120 seconds)
4. Applicants included in the file must be those selected by the user and be eligible for export (i.e. Answer to AWQ #1 = YES)

NAMING CONVENTION

There is a possibility for there to be numerous file placed on the server every hour. To prevent overwriting of files, time stamps will be appended to the filename

FILE NAME FORMAT

Examplan#_capexamid_yyyymmdd_hhmmss.txt.pgp

SAMPLE FILE NAME

12368_12454_20100310_132333.txt.pgp

ACCEPTANCE CRITERIA

1. HR Users can select one or more applicants on any exam plan step and successfully have them exported to CAPS
2. Tab- delimited file has dates formatted to CiLA specification and contains the data outlined above.
3. File is named according to conventions outlined above
4. File is encrypted with CiLA's PGP key
5. File exported is real-time (or within 120 seconds)

CONFIDENTIALITY AGREEMENT

I Governmentjobs.com, Inc., (hereinafter referred to as "Contractor"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as the "City").

I will provide temporary services to the City and as part of these services I will have access to confidential information. "Confidential Information" includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by the City.

I further understand that all Confidential Information provided to me by the City, or accessed or reviewed by me during the performance of this assignment will remain the property of the City.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by the City.

I agree to forward all requests for the release of Confidential Information received by me to the City.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and the City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. Upon request by the City, I will return all Confidential Information in my possession. Upon completion or termination of my assignment under the Agreement, I will return all Confidential Information to the City.

This Agreement is to apply in conjunction with any prior confidentiality agreement between myself and the City, and will not nullify such agreements; however, this Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.

John Closs

Contractor Signature

John Closs

Print Contractor Name

Controller

Print Contractor Title

Date 5/19/2017

Contractor Address Continental Blvd, Suite 565, El Segundo, CA 90245

Contract Number 310-426-6304

BILL NUMBER: SB 1386 CHAPTERED
BILL TEXT

CHAPTER 915

FILED WITH SECRETARY OF STATE SEPTEMBER 26, 2002
APPROVED BY GOVERNOR SEPTEMBER 25, 2002
PASSED THE SENATE AUGUST 30, 2002
PASSED THE ASSEMBLY AUGUST 26, 2002
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AMENDED IN ASSEMBLY AUGUST 5, 2002
AMENDED IN ASSEMBLY JULY 25, 2002
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AMENDED IN ASSEMBLY JUNE 6, 2002
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INTRODUCED BY Senator Peace
(Principal coauthor: Assembly Member Simitian)

FEBRUARY 12, 2002

An act to amend, renumber, and add Section 1798.82 of, and to add Section 1798.29 to, the Civil Code, relating to personal information.

LEGISLATIVE COUNSEL'S DIGEST

SB 1386, Peace. Personal information: privacy.

Existing law regulates the maintenance and dissemination of personal information by state agencies, as defined, and requires each agency to keep an accurate account of disclosures made pursuant to specified provisions. Existing law also requires a business, as defined, to take all reasonable steps to destroy a customer's records that contain personal information when the business will no longer retain those records. Existing law provides civil remedies for violations of these provisions.

This bill, operative July 1, 2003, would require a state agency, or a person or business that conducts business in California, that owns or licenses computerized data that includes personal information, as defined, to disclose in specified ways, any breach of the security of the data, as defined, to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The bill would permit the notifications required by its provisions to be delayed if a law enforcement agency determines that it would impede a criminal investigation. The bill would require an agency, person, or business that maintains computerized data that includes personal information owned by another to notify the owner or licensee of the information of any breach of security of the data, as specified. The bill would state the intent of the Legislature to preempt all local regulation of the subject matter of the bill. This bill would also make a statement of legislative findings and declarations regarding privacy and financial security.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. (a) The privacy and financial security of individuals is increasingly at risk due to the ever more widespread collection of personal information by both the private and public sector.

(b) Credit card transactions, magazine subscriptions, telephone numbers, real estate records, automobile registrations, consumer surveys, warranty registrations, credit reports, and Internet Web sites are all sources of personal information and form the source material for identity thieves.

(c) Identity theft is one of the fastest growing crimes committed in California. Criminals who steal personal information such as social security numbers use the information to open credit card accounts, write bad checks, buy cars, and commit other financial crimes with other people's identities. The Los Angeles County Sheriff's Department reports that the 1,932 identity theft cases it received in the year 2000 represented a 108 percent increase over the previous year's caseload.

(d) Identity theft is costly to the marketplace and to consumers.

(e) According to the Attorney General, victims of identity theft must act quickly to minimize the damage; therefore expeditious notification of possible misuse of a person's personal information is imperative.

SEC. 2. Section 1798.29 is added to the Civil Code, to read:

1798.29. (a) Any agency that owns or licenses computerized data that includes personal information shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(b) Any agency that maintains computerized data that includes personal information that the agency does not own shall notify the owner or licensee of the information of any breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.

(d) For purposes of this section, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the agency. Good faith acquisition of personal information by an employee or agent of the agency for the purposes of the agency is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(e) For purposes of this section, "personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the

name or the data elements are not encrypted:

- (1) Social security number.
- (2) Driver's license number or California Identification Card number.
- (3) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

(f) For purposes of this section, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(g) For purposes of this section, "notice" may be provided by one of the following methods:

- (1) Written notice.
- (2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.
- (3) Substitute notice, if the agency demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the agency does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) E-mail notice when the agency has an e-mail address for the subject persons.

(B) Conspicuous posting of the notice on the agency's Web site page, if the agency maintains one.

(C) Notification to major statewide media.

(h) Notwithstanding subdivision (g), an agency that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part shall be deemed to be in compliance with the notification requirements of this section if it notifies subject persons in accordance with its policies in the event of a breach of security of the system.

SEC. 3. Section 1798.82 of the Civil Code is amended and renumbered to read:

1798.84. (a) Any customer injured by a violation of this title may institute a civil action to recover damages.

(b) Any business that violates, proposes to violate, or has violated this title may be enjoined.

(c) The rights and remedies available under this section are cumulative to each other and to any other rights and remedies available under law.

SEC. 4. Section 1798.82 is added to the Civil Code, to read:

1798.82. (a) Any person or business that conducts business in California, and that owns or licenses computerized data that includes personal information, shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(b) Any person or business that maintains computerized data that includes personal information that the person or business does not own shall notify the owner or licensee of the information of any breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section may be delayed if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this section shall be made after the law enforcement agency determines that it will not compromise the investigation.

(d) For purposes of this section, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

(e) For purposes of this section, "personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(1) Social security number.

(2) Driver's license number or California Identification Card number.

(3) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

(f) For purposes of this section, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(g) For purposes of this section, "notice" may be provided by one of the following methods:

(1) Written notice.

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

(3) Substitute notice, if the person or business demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars (\$250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the person or business does not have sufficient contact information. Substitute notice shall consist of all of the following:

(A) E-mail notice when the person or business has an e-mail address for the subject persons.

(B) Conspicuous posting of the notice on the Web site page of the person or business, if the person or business maintains one.

(C) Notification to major statewide media.

(h) Notwithstanding subdivision (g), a person or business that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this part, shall be deemed to be in compliance with the notification requirements of this section if the person or business notifies subject persons in

accordance with its policies in the event of a breach of security of the system.

SEC. 5. This act shall become operative on July 1, 2003.

SEC. 6. This act deals with subject matter that is of statewide concern, and it is the intent of the Legislature that this act supersede and preempt all rules, regulations, codes, statutes, or ordinances of all cities, counties, cities and counties, municipalities, and other local agencies regarding the matters expressly set forth in this act.