

COPY

SERVICES AGREEMENT (LIMITED)
Human Resources Administration System

City Agreement No. C2018-164

City Budget Code: 41550, 53201

This Services Agreement (Limited) for Human Resources Administration System ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and Governmentjobs.com, Inc., a corporation doing business as NeoGov ("**Consultant**"), is effective on the Effective Date identified on the signature page. This agreement supersedes any prior agreement made between the City and the Consultant.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Consultant will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference ("**Services**"), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City's authorized representative, Jennifer Brizel, Acting Human Resources Director ("**City's Authorized Representative**"). Time is of the essence for the performance of all Services under this Agreement.

1.2. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City.

2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed \$ 75,000 per year, without prior written authorization from the City. If the City authorizes Consultant to perform services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit an annual itemized invoice to the City's Authorized Representative for the Services provided during the preceding year. At a minimum, the invoice must identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within thirty (30) days after approval of each invoice, with the exception of any disputed amounts.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns John Closs, Controller, to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" or "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY: Jennifer Brizel
Acting Human Resources Director
CITY OF NAPA
P.O. Box 660
NAPA, CA 94559-0660
jbrizel@cityofnapa.org

TO CONSULTANT: John Closs
Controller
Governmentjobs.com, Inc.
300 Continental Blvd., Suite 565
El Segundo, CA 90245
jcloss@neogov.net

5. TERM. The term of this Agreement begins on the date it is signed by the City Clerk, below, attesting to full execution of the Agreement by both parties ("**Effective Date**"), and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.3 (Records of Performance), Section 10 (Indemnification), and Section 13 (General Provisions).

6. CITY'S RIGHT TO TERMINATE. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. DISPUTE RESOLUTION. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement are subject to the claim presentation requirements in the Government Claims Act (Government Code section 900 et seq.).

8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and

subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product.

8.3. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices, and payments received) and make these records available to the City for inspection, audit, and copying during the term of this Agreement and until four years after the Agreement has expired or been terminated.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

- 9.1. A description of the damage including date, time, and location, and whether any City property was involved;
- 9.2. Name and contact information of any witness;
- 9.3. Name and address of the injured or deceased person(s); and
- 9.4. Name and address of Consultant's insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "Liability") of any nature, arising out of, pertaining to, or relating to Consultant's acts or omissions under this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. CONFLICTS OF INTEREST. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12. COMPLIANCE WITH LAW. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Napa business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services. At all times during the term of this Agreement, Consultant will comply with all applicable laws, rules, and regulations prohibiting discrimination in employment based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

13. GENERAL PROVISIONS.

13.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

13.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this Section will not be applied to the extent that it would result in a frustration of

the parties' intent under this Agreement.

13.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

13.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses.

13.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

13.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

13.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

13.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

13.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

[Signature page follows.]

14. SIGNATURE PAGE.

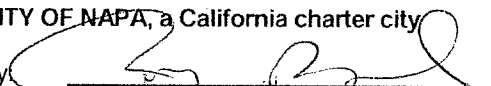
14.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

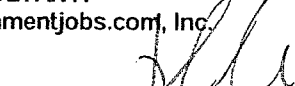
14.2. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

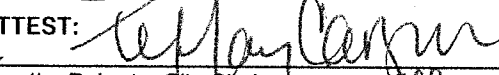
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

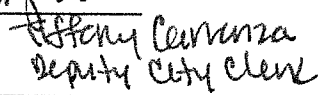
CITY:
CITY OF NAPA, a California charter city

CONSULTANT:
Governmentjobs.com, Inc.

By: 
Jennifer Brizal, Acting Human Resources Director

By: 
John Closs, Controller

ATTEST: 
Dorothy Roberts, City Clerk

Date: 6/22/2018 
("Effective Date")
Tiffany Cannizzo
Deputy City Clerk

COUNTERSIGNED:

Desiree Brun, City Auditor

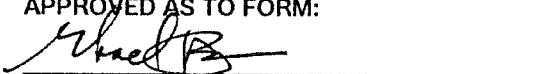
APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

1.0. SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.

(a) Insight Enterprise (IN). Insight Enterprise (IN) is designed to address five major areas of human resource activities including recruitment, selection, applicant tracking, reporting and analysis, and HR automation. As described below, Insight Enterprise (IN) enables agencies to post class specifications online, post job announcements on Customer websites, accept online applications, conduct applicant tracking including EEO and other statistical analysis, create email/hardcopy applicant notices, complete item analysis, create/route/and approve requisitions and hire actions online, and certify eligible lists electronically. A subscription to Insight Enterprise (IN) will include the following:

- (i) Recruitment
 - Online job application
 - Online job announcements and descriptions
 - Automatic online job interest cards
 - Recruitment and examination planning
- (ii) Selection
 - Configurable supplemental questions
 - Define unique scoring plans
 - Test analysis and pass-point setting
 - Score, rank, and refer applicants
- (iii) Applicant Tracking
 - Email and hardcopy notifications
 - EEO Data collection and reports
 - Track applicants by step/hurdle
 - Schedule written, oral, and other exams
 - Candidate self-service portal for scheduling and application status
- (iv) Reporting and Analysis
 - 90 standard system reports
 - Ad hoc reporting tool
- (v) HR Automation
 - Automatically route job requisitions and hire actions for approval
 - Automatically score and pass/fail applicants based on scoring plans
 - Automatically email users when there are candidates sent to them for review
 - Automatically email jobseeker job interest card notices for jobs posted on the main job openings page
- (vi) Training
 - NEOGOV will create a Customer-specific training environment for Insight Enterprise (IN), which is used by Customer during training and afterwards to train in prior to moving into production.
 - Customer will have full access to the demo/training environment setup for Insight Enterprise (IN).
 - NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
 - NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes

exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

NEOGOV will provide the URLs for the Career Pages, which the Customer will use to advertise on their website. Customer will need to change the IP addresses for the following three Customer website links (NEOGOV will provide the new link addresses):

- Job openings
- Promotional job openings
- Transfer Job openings
- Class Specifications
- Job Interest Cards

Furthermore, Customer may export data from and to Insight Enterprise (IN) to integrate with other systems. As part of each such integration, NEOGOV shall:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings.
- Provide Integration Worksheets and/or guides.

Specifications regarding for cost, additional NEOGOV integrations can be made available to Customer, including:

- Configure New Hire Export Interface
- Configure Position Control Import Interface
- Class Spec Interface
- Employee Integration

(b) GovernmentJobs.com Job Posting Subscription. A subscription to GovernmentJobs.com Job Posting Subscription will include the following functionality:

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings

Note: Jobs advertised on the promotional and transfer webpages are not advertised on GovernmentJobs.com as these are typically for internal employees.

(c) Perform (PE). Perform (PE) is designed to address the major areas of human resource activities centered around employee performance management. As described below, Perform (PE) includes built-in workflow for business processes, configurable tasks, performance evaluations and reports. A subscription to Perform (PE) will include the following:

- Configurable Performance Evaluations
- Ability to build Library of Goals, Competencies, and Writing Assistants
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Scored and Non-scored Rating Scales
- Log of Performance Observations throughout the year
- Peer Reviews & Multi-rater capability
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

(d) Onboard (ON). Onboard (ON) is designed to facilitate the onboarding process for new hires. As described below, NEOGOV maintains standard forms as part of the annual subscription. Agencies shall maintain any custom forms created by Customer. A subscription to Onboard (ON) will include the following functionality:

- Electronic Employee File
- Federal I9 and W4 forms
- Task Manager
- Employee data upload
- Build your own Onboarding forms*

*Onboard (ON) includes Federal I9 standard forms that are updated annually and Federal W4 forms updated every 2-4 years. Additional forms or form maintenance is available from NEOGOV at the following cost.

- Background forms \$295 per form
- Dynamic Forms \$195 per form
- Updates to existing forms \$200 an hour

(e) Learning (LMS). Learning (LMS) is designed to provide a seamless experience for organizations to train and develop employees. LMS addresses the critical need of organizations to ensure completion of required trainings. By tracking both in-person and online training in one central place, organizations can improve employee performance and safety and reduce risk and liability claims. A subscription to Learning (LMS) will including the following:

- Create, schedule, enroll learners in, and track completion of online and in-person, classroom trainings
- Ability to upload course content files
- Certificates after course completion
- Learner transcripts & class rosters
- Course catalog with configurable categories for learners to browse
- Centralized dashboard that displays all required and elective trainings (online and in-person) that employees can take
- Over 700 'off-the-shelf' online courses related to:
 - o Health & Safety,
 - o Employment Practices and Liability,
 - o Human Capital
 - o Cyber Security and Privacy,
 - o Law Enforcement,
 - o Higher Ed/Campus Safety & Compliance,
 - o Safe Driving, and
 - o Parks & Recreation (including Child Safety courses)
 - o Computer/IT Skills
- Setup and Implementation
 - o The following activities will be conducted as a part of the Services:
 - NEOGOV will work with Customer staff to understand the existing processes, as well as other workforce business practices, where applicable.
 - NEOGOV will establish Customer's production environment.
 - All NEOGOV products will be implemented off-site. Customer may integrate NEOGOV solutions with other systems using standard NEOGOV integration tools, web services and/or flat files. The specifications and scope must be defined prior to agreeing to a timeline or price.
 - Initial LMS will be built on the FirstNet Learning platform. Based on the functionality utilized by Customer, NEOGOV will migrate Customer to updated LMS platform at a future date agreed upon by both NEOGOV and Customer.

(f) Training

- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.

- NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions and may be used as reference material by the staff conducting day-to-day activities.

(g) NEOGOVS Integrations. NEOGOV offers Standard Integrations as well as platform APIs for third party system integration(s). A subscription to Standard Integrations includes the following:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual maintenance by NEOGOV
- Employee import and export
- Department division position import and export

Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, professional services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).

(h) NEOGOVS Implementation. The following activities will be conducted as a part of the Services:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will work with Customer staff to understand the existing processes as well as other workforce business practices where applicable.
- NEOGOV will establish Customer's production environment.
- All NEOGOV products will be implemented off-site. Customer may integrate NEOGOV solutions with other systems using standard NEOGOV integration tools, export data from Insight Enterprise (IN) using web services and/or flat files to integrate with other systems, but the specifications and scope must be defined prior to agreeing to a timeline or price.
- Following NEOGOV product rollout, NEOGOV and Customer will conduct two (2) post go-live conference call(s) (if scheduled) to ensure that the rollout was completed successfully and that any production questions are addressed promptly.

2.0. SCHEDULE OF PERFORMANCE.

2.1. REQUESTS FOR SERVICES. Upon request by City, Consultant will provide the Services described above, beginning upon execution of this agreement and shall automatically renew on an annual basis unless terminated. The Services will be provided for a variety of individual matters, as required by the City. Upon request by the City's Authorized Representative for Consultant to perform Services for a particular matter, Consultant will provide a written estimate of the time within which Services for the matter will be completed, and the estimated cost for providing the requested Services. Following written authorization from the City's Authorized Representative, Consultant will perform and complete the Services as specified in the written authorization. Consultant is not entitled to payment for any Services performed without a written authorization, or for Services that exceed the scope of a written authorization. For purposes of this Section, the written estimate and written authorization may be provided on paper or in an electronic form.

EXHIBIT "B"

COMPENSATION RATES AND CHARGES

1.0 AUTHORIZED EXPENSES AND RATES:

Consultant will be reimbursed for costs incurred to provide the Services only as follows in Exhibit "C" and subject to the not-to-exceed limit in Section 2 of the Agreement.

Notwithstanding the requirements of Section 2.2 of the Agreement, the Consultant is not required to identify hourly rates for services performed under this Agreement. Rather, the Consultant will submit invoices to the City based on completion of the "Performance Tasks" identified below, for which, upon approval of completion by the City's Authorized Representative, the City will pay the Consultant within 30 days after approval of each invoice the corresponding lump sum payment, as set forth below, subject to the not-to-exceed limit in Section 2.1 of the Agreement:

1.1. SCHEDULE OF EXPENSES Upon request by City, Consultant will provide the Services described above based on project implementation and process. Payments associated with the Services will be completed as follows:

Item	Description	Payment	Amount
ON - New	Onboard Software License	Annually	10,719.47
PE - New	Performance Evaluation Software License	Annually	16,765.48
Setup - ON	Onboard Software Setup and Implementation	ONE TIME	2,000.00
Training - ON	Onboard Software Training	ONE TIME	2,000.00
Setup - PE	Performance Evaluation Software Setup and Implementation	ONE TIME	3,000.00
Training - PE	Performance Evaluation Software Training	ONE TIME	2,500.00
Background Check Partner	Background Check API Integration between Insight and ESR	Annually	1,455.00
IE - Renewal	Insight Enterprise Software License	Annually	8,922.90

Total for fiscal year 2017-2018: \$47,362.85

1.2. EXPENSE CHANGES: The City anticipates potential escalated costs over the course of the agreement not to exceed 3% each year. It is the responsibility of the Consultant to provide information on rate changes to the City's authorized representative at each fiscal year. No cost changes shall exceed the \$75,000 per fiscal year limit.

NEOGOV Security Overview

As the leading provider of workforce management solutions for the public sector and educations, NEOGOV makes system security and data integrity a top priority. Please note, this document is for information only purposes - NEOGOV reserves the right to update all policies and procedures outlined within as needed and at its sole discretion.

NEOGOV's application and hardware infrastructure is one of the reasons why agencies nationwide have chosen us to provide them with workforce management software. As with all NEOGOV customers, each organization has complete control over establishing System Administrators who will maintain all accounts and access rights throughout the system.

All password requirements (including character types, up to 6 month expiration, length, etc.) are defined by your agency as needed. Insight Enterprise also employs a roles based security model ensuring users only have access to areas for which they have been given access rights. As an example, various users may be given access to the same core applicant data, however depending on their security rights, certain users may or may not have access to any confidential information. System administrators also have the ability to assign applicant related fields as confidential fields. The confidential fields are only displayed to HR personnel that have permissions to view confidential data. Everyone else, including departments for example will not see these fields on the applicant record. The system also can completely or partially mask sensitive on-screen displayed data such as Social Security Number (SSN). If desired, NEOGOV customers can help further protect sensitive data by eliminating the use of SSNs all together, using Insight's Person IDs instead.

Once data has been entered into the system, NEOGOV's proven infrastructure helps provide additional security of personal identifiable information. Our robust application security model for example prevents one NEOGOV customer from accessing another's data. We have taken extensive measures to ensure the data integrity of every customer. We have standards for all server and network hardening and we audit and monitor our infrastructure on a regular basis to ensure that all non-essential services are shut down and a strict access control policy is in place. Regularly scheduled system and software audits are conducted internally by NEOGOV personnel. 3rd party audits are also scheduled when applicable. Our security model is reapplied with every request and enforced for the entire duration of a user session. NEOGOV has also implemented comprehensive database encryption to secure customer's confidential data (i.e. SSN, identity and authentication data, etc.). NEOGOV has determined that encrypting sensitive data in multiple databases would be the best and most secure strategy to comply with regulatory requirements and customer security requirements for storing sensitive data.

As part of our hosting services, NEOGOV has established a proven infrastructure to help ensure our customers have access to the system when they need it. NEOGOV is SOC2 certified for all operational aspects with all products. Our production equipment is collocated at a tier 4 data center which offers the highest level of security and redundancy available. The facility provides 24-hour physical security, Biometrics and picture identification, redundant electrical generators, fire protection, and other backup equipment designed to keep servers continually up and running. The datacenter has also undergone strict retrofit procedures to protect against earthquakes and N+1 redundancy for power. Additionally, the data center has multiple dark fiber rings that connect this center to several additional centers to help provide continued connectivity.

The network perimeter for our platform is protected by multiple firewalls and monitored by systems — all sourced from industry-leading security vendors. In addition, NEOGOV monitors device logs to proactively identify security threats. In addition we have anti-virus and intrusion detection/prevention systems deployed, and have outlined manual security procedures that enforce our security policy.

In addition to the datacenter in Southern California, NEOGOV also stores backups in a secure secondary data center connected with a dedicated point-to-point circuit. The secondary data center is located 1000+ miles from the production data center and is also a tier 4 data center with matching security and redundancy features. In case of data center outage or in the event that the data center which houses NEOGOV production equipment is destroyed, we have outlined the procedures to reconstruct all data center infrastructure necessary to run NEOGOV applications within the near term.

NEOGOV™

In terms of downtime for rebuild and access to data, though dependent on the circumstances around such disaster(s), NEOGOV's standard is to recover data as quickly as possible. For your consideration, the following objectives are in place:

- RTO (Recovery Time Objective, when we will be back in operation) – In addition to the data center, NEOGOV also maintains backups in the cloud. In the event of a disaster, NEOGOV has the flexibility to resume operations in a cloud and/or a new data center as needed.
- RPO (Recovery Point Objective, how much data will be lost) –NEOGO currently stores our backup data offsite for security and retention purposes. We have deployed processes protecting, customers data loss to an absolute minimum.

Finally, in regards to the database itself, whenever possible database access is controlled at the operating system and database connection level for additional security. Access to production databases is also limited to a number of points, and production databases do not share a master password database. Currently, there are a restricted number of NEOGOV employees that have access to our data center. By design, NEOGOV employees do not have direct access to the NEOGOV production equipment, except where necessary for system management, maintenance, monitoring, and backups.

Security Measures

Our security measures include the following:

- Expert team of experienced, professional engineers and security specialists dedicated to round-the-clock protection of data and systems
- Continuous deployment of proven, up-to-date firewall protection using multiple levels and vendors, SSL encryption, and other security technologies
- Ongoing evaluation of emerging security developments and threats
- Redundant architecture
- Total commitment to a secure, scalable, private co-located system (Unlike a hosted system arrangement, NEOGOV manages all aspects of its operations.)
- 3rd party vulnerability assessments are performed on a routine basis

Security Details	Description
Physical Security	Our production equipment is collocated at a tier 4 data center which offers the highest level of security and redundancy available. The facility provides 24-hour physical security, palm print and picture identification, redundant electrical generators, earthquake protection, fire protection, and other backup equipment designed to keep servers continually up and running. The center maintains dual circuit connections to ensure connectivity in the event of a failure.
Perimeter Defense	The network perimeter is protected by firewalls — all sourced from industry-leading security vendors. In addition, NEOGOV monitors device logs to proactively identify security threats.
Data Encryption	NEOGO utilizes the strongest encryption products to protect customer data and communications, including 256-bit Verisign SSL Certification and 2048 Bit RSA public keys. The lock icon in the browser indicates that data is fully shielded from access while in transit.
User Authentication	Users access NEOGOV only with a valid username and password combination, which is encrypted via

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	SSL while in transmission. Encrypted session tracking is used to uniquely identify each user. For added security, the session key is automatically scrambled and re-established in the background at regular intervals.
Application Security	Our robust application security model prevents one NEOGOV customer from accessing another's data. This security model is reapplied with every request and enforced for the entire duration of a user session.
Internal Systems Security	Inside of the perimeter firewalls, systems are safeguarded by network address translation, port redirection, IP masquerading, non-routable IP addressing schemes, and more. Exact details of these features are proprietary.
Operating System Security	We protect all operating system accounts with strong passwords, and production servers do not share a master password database.
Database Security	Whenever possible, database access is controlled at the operating system and database connection level for additional security. Access to production databases is limited to a number of points, and production databases do not share a master password database.
Server Management Security	All data entered into the NEOGOV application by a customer is owned by that customer. NEOGOV employees do not have direct access to the NEOGOV production equipment, except where necessary for system management, maintenance, monitoring, and backups. NEOGOV does not utilize any managed service providers. The NEOGOV team provides all system management, maintenance, monitoring, and backups.
Reliability and Backup	All networking components, firewalls, load balancers, Web servers, and application servers are configured in a redundant configuration. All customer data is stored on disk storage that is mirrored across different storage cabinets and controllers. All customer data, up to the last committed transaction, is automatically backed up on a nightly basis. Additionally, data is continuously backed up online in real-time to the secondary data center. Disaster recovery plans are in place and are reviewed on a continual basis.



Technology and Security FAQs

Question	Response
Is all access to and from the servers encrypted?	Yes, all access to and from the servers is encrypted using 256-bit SSL certificates.
Do you have procedures for identifying security breaches?	Yes, we have procedures for identifying security breaches. In addition to automated security detection with firewalls, intrusion detection systems, and anti-virus systems, we have also outlined manual security procedures that enforce our security policy.
Do you have standards for server & network hardening? Are these resources periodically audited to ensure integrity?	We audit our external facing infrastructure on a regular basis.
What kind of security vulnerability tests does you company have in place?	NEOGOV performs vulnerability tests on all ports for all external applications and devices. Security assessments on all of NEOGOV's applications, including static code analysis on compiled binary executables, dynamic web application analysis, manual penetration tests, automatic perimeter and internal scanning, and source code review. All relevant security updates are applied to the system to safeguard against all known vulnerabilities. We also have procedures for identifying security breaches. In addition to automated anti-virus and intrusion detection/prevention systems, we have also outlined manual security procedures that enforce our security policy.
How are firewall, o/s, database, anti-virus and other security patches kept up to date?	Anti-virus and attack signatures are scheduled to download the latest definitions using the most frequent setting.
How often are backups performed and are they being stored off site?	In addition to the full nightly backups, continuous log shipping, and mirrored disk arrays, NEOGOV continuously backs up data online in real-time to our secondary data center.
If a catastrophic event happen to the database server and the entire server is lost, what is the worst case scenario in terms of data recoverability? How much data will be lost in such event?	If the catastrophic event occurs that completely destroys one of our hosting facilities, NEOGOV would resume service in the secondary data center with no historical data loss and an absolute minimum of recent transactional data lost.
Do you have procedures for disaster recovery?	Yes, a disaster recovery plan and corresponding procedures are in place. The plan is reviewed and updated regularly. Therefore, it is strict company policy not to share specific information regarding security procedures.
Do you have service agreement with multiple ISPs?	The NEOGOV data center is fully switched using Cisco network gear and utilizes industry standard BGP routing using NEOGOV's portable IP block amongst multiple carriers.
What was your uptime for the past year?	NEOGOV has built redundancy into its systems in order to minimize any system failures that could be perceived as customer outages. NEOGOV has continually achieved 99.9% uptime level as measured by an external service. All components of the NEOGOV system are proactively monitored

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	<p>and managed so that faults are detected before system outages. We realize there may occasionally be system outages due to issues beyond our control. NEOGOV has established numerous escalation procedures to notify the proper personnel in the event of any system outage and remedy any issues as quickly as possible. Since the application is managed by NEOGOV for all customers, the people who best understand the architecture, installation, and design are immediately available to resolve any issues.</p>
<p>How do you ensure performance does not degrade as you add new customers?</p>	<p>NEOGOV has the capacity to scale to the largest of enterprises. The architecture behind the NEOGOV solution was designed to handle millions of users. We use the most scalable hardware equipment, and can scale as rapidly as our customers require. We have procedures and tools that monitor server performance, as well as load test simulations to anticipate the infrastructure needs as we add new customers.</p>
<p>How do you ensure performance during peak times?</p>	<p>We are not limited in the amount of bandwidth our servers can use, hence our high speed Internet connectivity. During peak times, the bandwidth automatically bursts to the amount necessary to handle the traffic load; therefore the performance does not suffer.</p>
<p>How do you schedule downtime for major upgrades to servers? What would our applicants see if they tried to apply during this downtime?</p>	<p>According to the Service Level Agreement we include as part of the Insight contract, we are obligated to notify all customers at least two weeks prior to any scheduled outage. Notices are generated and sent via email to the system administrators and their backups. During the system outage, a notification page is displayed stating the system is undergoing maintenance and also states the scheduled outage times.</p>
<p>How do you announce upgrades to your customers before modifying functionality?</p>	<p>NEOGOV's process to announce upgrades is to generate an email outlining new system capabilities and a description on how to utilize the functionality. Customers are notified via email of the new items and the process in which to use the functionality. We conduct quarterly online training sessions (included as part of the license agreement) to provide further instruction on how to utilize new features and improve our customer's overall workflow.</p>