

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

822



FROM: Human Resources Department

SUBMITTAL DATE:
August 15, 2012

SUBJECT: Third Amendment to the Professional Services Agreement with Aon Consulting, Inc. for continued software support services

RECOMMENDED MOTION: That the Board of Supervisors 1) approve the third amendment to the professional services agreement HRARC-91832-002-011-08/09 for software support services for the Human Resources Department in an amount not to exceed \$72,000 from July 1, 2012, to June 30, 2013; 2) authorize the Assistant County Executive Officer/Human Resources Director to administer the agreement in accordance with applicable Board policies; 3) authorize the Chairperson to sign three (3) copies of the attached Amendment and; 4) retain one (1) copy of the signed Amendment and return two (2) copies to Human Resources for distribution.

BACKGROUND: On June 14, 2011, item 3.34, the Board of Supervisors approved the Amendment to the Professional Services Agreement HRARC-91832-0020011-08/09, authorizing a one year extension of the agreement between Human Resources and Aon Consulting, Inc. The extension allowed for the continued use of software owned by Aon as well as support services for an applicant tracking system that was developed to improve recruitment efficiencies for the Sheriff's Service Team, at a time when recruitment volume was a top priority.

Barbara A. Olivier

Barbara A. Olivier
Asst. County Executive Officer/Human Resources Dir.

| | | | | |
|-----------------------|-------------------------------|-----------|-------------------------|---------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ | In Current Year Budget: | No |
| | Current F.Y. Net County Cost: | \$ | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 72,000 | For Fiscal Year: | 2012/13 |

| | | |
|--------------------------------------|---|--------------------------|
| SOURCE OF FUNDS: General Fund | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY: *Ivan M. Chand*
Ivan M. Chand

8/16/2012

County Executive Office Signature

Policy

Consent

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 7/01/2008, 3.63;
7/27/2010, 3.55; 6/14/2011, 3.34

District: ALL

Agenda Number:

3.70

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 8/15/12
RCIT Human Resources
Ivan M. Chand
Departmental Concurrence

BACKGROUND continued:

The use of the applicant tracking system was intended to provide a two-year bridge to the implementation of PeopleSoft 9.0 and its recruitment related modules which was originally estimated for completion during FY 2010/11. The PeopleSoft project entails overall system upgrades along with the configuration of various modules; however delays in the system delivery have stalled full module configuration, making continued services from Aon Consulting, Inc. necessary.

It is anticipated that the PeopleSoft 9.0 project will be functional early fiscal year 2012/2013, at which time the data from Aon's applicant tracking system will be extracted and archived. The data archive is imperative because of record retention regulations, and without PeopleSoft functionality, would require the manual processing of data from over 100,000 applicants. As soon as the data from the applicant tracking system is archived, software support services related to this agreement provided by Aon Consulting, Inc., will no longer be essential.

Price Reasonableness:

Due to the long-term relationship with the County and the circumstances surrounding the delays in the PeopleSoft 9.0 implementation project, Aon Consulting, Inc. has agreed to a flat monthly-rate of \$6,000, more than 50% less than rates established in the original contract which were \$12,500 plus \$200 per hour for technical support. Aon Consulting, Inc. is also aware that services related to this contract will end as soon as PeopleSoft 9.0 is functional. The County Purchasing Department concurs with the continuation of services with this vendor.

AMENDMENT NO. 3

TO PROFESSIONAL SERVICE AGREEMENT

The County of Riverside ("COUNTY") and Aon Consulting, Inc. ("CONTRACTOR") entered into an Agreement (HRARC-91832-002-011-08/09) for software and related support services for the Human Resources Department on July 1, 2008. Amendment number one (1) to the Agreement was agreed upon by the parties on July 27, 2010. Amendment number two (2) to the Agreement was agreed upon by the parties on June 14, 2011. The parties now agree to amend the Agreement as follows:

1. Term – As provided for in Section 2.1 of the agreement, CONTRACTOR shall continue to provide COUNTY with the services described in the Agreement from July 1, 2012, through June 30, 2013, in an amount not to exceed \$72,000. If the parties desire to continue CONTRACTOR's services beyond that time, then another amendment shall be signed by the parties.

All other terms of the Agreement shall remain unchanged and in effect.

County of Riverside

Aon Consulting, Inc.

By: _____
Chairman, Board of Supervisors

By: 
Brent B. Crane
Senior Vice President

Date: _____

Date: 7/11/12

Attest:
Clerk of the Board
Kecia Harper-Ihem

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE

By: _____

Date: _____



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
To be completed for all departmental purchases of IT systems, services or renewals

24771
Tracking Number for
Internal Use Only

| | | | |
|---|--|--|--|
| REQUESTED PURCHASE: | | PROFESSIONAL SERVICES AGREEMENT WITH AON CONSULTING FOR SOFTWARE SUPPORT SERVICES | |
| DEPARTMENT/AGENCY: | | HUMAN RESOURCES | |
| CONTACT NAME/PHONE: | | ROBIN DOWNS, 951-955-5195 | |
| PURCHASE REQUEST: | | <input type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT | |
| PURCHASE TYPE: | | <input checked="" type="checkbox"/> PROFESSIONAL SERVICES <input type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input checked="" type="checkbox"/> RENEWAL | |
| DESCRIBE REQUESTED PURCHASE | Amend the Professional Services Contract with Aon Consulting Inc. to continue software use, support and professional services. | | |
| BUSINESS NEEDS ADDRESSED | Applicant tracking software was developed by Aon Consulting, Inc. to provide recruitment efficiencies for the Human Resources Team supporting the Sheriff's Department. Continued use, support and professional services related to this software is essential to fulfill recruitment requirements, provide data extraction options necessary for transfer to PeopleSoft recruitment-related modules, and allow compliance with records retention and archival regulations. It is anticipated that the PeopleSoft project will be functional in the 2012/2013 fiscal year. | | |
| ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY? | | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN | |
| BUSINESS CRITICALITY | | BUSINESS IMPACT (SELECT ALL THAT APPLY) | |
| <input checked="" type="checkbox"/> Run the business <input type="checkbox"/> Grow the business <input type="checkbox"/> Transform the business | | <input checked="" type="checkbox"/> Support current operations <input type="checkbox"/> Reduce Expenses <input type="checkbox"/> Improve Customer Service <input type="checkbox"/> Improve Operational Efficiencies | |
| BUSINESS RISKS | Financial: none Operational: Without the continued use of the software, Human Resources will be unable to fill specific Sheriff's department positions without development of another system or process which would render recruitment efforts stagnant for an indefinite period of time. Customer: The Sheriff's department would be unable to fill critical safety positions. | | |
| ALTERNATIVE SOLUTIONS | 1. none 2. [Solution] 3. [Solution] | | |
| TRANSACTION | <input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase Lease Years: _____ | | |
| PURCHASE COSTS | | COST BENEFIT ANALYSIS | |



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
 To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for
Internal Use Only

| | | | | |
|--|------------------------------------|---------------------------|-------------|-------------|
| Hardware: 0 Software: \$72,000 Labor: \$0 TOTAL COST: \$72,000 | | ALTERNATIVE STATUS QUO | ALTERNATIVE | ALTERNATIVE |
| | Current Annual Cost | 72,000 | n/a | |
| | Ongoing Annual Cost | 72,000 | n/a | |
| | Annual Cost Savings | 0 | n/a | |
| | Net Annual Savings | 0 | n/a | |
| | Project Implementation Cost | 0 | n/a | |
| | Project Payback Period? yrs | 0 | n/a | |

Department Head Signature: *Balraj* Date: *8/19/12*

RCIT RECOMMENDATION – for purchases and renewals under \$100,000

Recommended: Yes No (Non-recommended requests submit to TSOC)

By: _____ Date: _____
 Chief Information Officer Signature: *[Signature]* Date: *15 Aug 12*

RCIT explanation for non-recommended requests:

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals

Recommended: Yes No (If no, provide explanation below)

TSOC Chair Signature: _____ Date: _____

TSOC explanation for denied requests:

PROFESSIONAL SERVICE AGREEMENT

for

HUMAN RESOURCE MANAGEMENT CONSULTING SERVICES

Between

COUNTY OF RIVERSIDE

and

AON CONSULTING, INC.



EACH DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED IS CERTIFIED TO BE A FULL TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE. JUL - 1 2008

Dated:

Nancy Roman

Clerk to the Board of Supervisors
County of Riverside, California

[Handwritten Signature]

This Agreement, made and entered into this 18th day of June, 2008, by and between Aon Consulting, Inc. (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of four (4) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products to the COUNTY outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30 2009, with the option to renew for one (1) additional year renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed Seven hundred thousand dollars (\$700,000.00) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas for consulting services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside
 Human Resources Department
 Attention: Accounts Payable
 P.O Box 1569
 Riverside, CA 92502

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (to be provided upon award); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR;

or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement other than compensation for amounts previously invoiced by CONTRACTOR to the COUNTY.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY. CONTRACTOR shall retain a copy of such materials, reports or products to defend its work product or as required by law.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall perform services under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use by Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race,

religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. Seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY with advance notice to CONTRACTOR. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Human Resources Department
4680 Lemon St
Riverside, CA 92502
951-955-4937

CONTRACTOR

AON Consulting, Inc.
707 Wilshire Blvd, Suite 2400
Los Angeles, CA 90017
213-630-2300

19. **Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. **EDD Reporting Requirements** [How does this requirement apply to Aon Consulting, Inc. which is not an individual independent contractor. The form requires first and last names and social security numbers, none of which Aon Consulting, Inc. has.]

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. **Hold Harmless/Indemnification**

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any negligent act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY. CONTRACTOR shall not be held responsible for any actions or omissions that are based upon the direction and policies of the COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

21.3 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall, at its sole option, obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement or terminate this Agreement.

21.4 Except with respect to the indemnification above, and breach of the provisions relating to Confidential Information, the liability of CONTRACTOR, including officers, directors, employees, agents, affiliates, and parent companies, for damages shall be limited to the annual amount of fees paid pursuant to this engagement in the calendar year in which the breach occurred, except to the extent resulting from the bad faith or intentional misconduct of CONTRACTOR personnel. Notwithstanding the foregoing, in no event will either party be liable to the other party for any indirect, incidental, special, consequential, exemplary or reliance damages (including, without limitation, lost or anticipated revenues or profits) arising out of this Agreement or the use of the deliverables on any theory of liability, even if the party is advised of the possibility of such damages.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.3 Vehicle Liability

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.4 Professional Liability Insurance

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability

Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

22.5 General Insurance Provisions - All lines

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager and except for CONTRACTOR's Professional Liability Insurance. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, showing such insurance is in full force and effect. Further, said Certificate(s) of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance shall covenant and shall be construed as primary insurance when the COUNTY is entitled to coverage as an additional insured, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY, provided however that CONTRACTOR may assign this Agreement without the approval of the COUNTY (i) to an affiliate of CONTRACTOR or (ii) to any successor in a merger or acquisition of CONTRACTOR, or an entity that acquires all or substantially all of the assets of CONTRACTOR.

23.2 Any waiver by either party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of either party to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing such party from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures to the extent that such policies and procedures do not conflict with CONTRACTOR's policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

County of Riverside
4080 Lemon Street
Riverside, CA 92501

Aon Consulting, Inc.
707 Wilshire Blvd, Suite 2400
Los Angeles, CA 90017

Signature: [Signature]

Signature: [Signature]

Print Name: Ray Wilson

Print Name: Jeffrey C. Quinn

Title: Chairman, Board of Supervisors

Title: Senior Vice President

Dated: JUL - 1 2008

Dated: 6/18/08

ATTEST
NANCY ROMERO, Clerk
By: [Signature]
DEPUTY

County Counsel:

Approved as to Form by:

FORM APPROVED COUNTY COUNSEL
BY: [Signature]
NEAL R KIPNIS DATE

EXHIBIT A**SCOPE OF SERVICE
OVERVIEW***Workstreams 1 through 3***Workstream # 1: Recruitment and Sourcing Strategy**

- (1) Contractor will work with Riverside County Human Resources staff and those involved with recruiting and screening at the Riverside County Sheriff's Department as the initial step in this workstream. The goal is to understand the current systems, tools and processes, and to gain insights and suggestions into best sourcing and recruiting strategies. We will also benchmark other law enforcement agencies to provide additional ideas.
- (2) Contractor's team will perform research, data analysis and set the course for a comprehensive candidate sourcing strategy built on real-time competitive analysis and market intelligence.

There are two key deliverables for this workstream:

- (1) National / Regional Labor Market Analysis
- (2) Review Strategic Sourcing Plan from TMP

Contractor will begin workstream upon the start of engagement.

Workstream # 2: Recruitment Process Execution

- (1) Understanding the urgent requirement for execution, Contractor's team will begin the process of observing, understanding and then implementing recommendations for an enhanced recruitment and selection process.
- (2) A key outcome is the development of a revised process/system that will reduce cycle time, candidate touch points, candidate drop out rates, expense, and amount of Riverside County and Sheriff Department resources dedicated. Contractor will evaluate the current process and make improvements that will involve the sequencing, timing, and composition of the overall assessment and screening process.
- (3) Contractor will also re-design processes and tools in order to best to use Contractor's provided technology to help reduce the vast amount of duplicative and overly administrative clerical work performed by staff.
- (4) Contractor will provide sourcing, recruiting and hiring assistance using its staff and technology.

Key Workstream 2 activities include:

- ♦ Existing recruiting and selection process and systems review.
- ♦ Identifying where- and when - the hand-offs between the County, Sheriff's Department and Contractor will occur.
- ♦ Mapping the enhanced process over to the Taleo Applicant Tracking System.
- ♦ Development of best practices recommendations and process redesign.
- ♦ Initiating and Ongoing Recruitment and Sourcing Strategy execution. Providing recruiting and hiring assistance using its staff and technology.
- ♦ Selection tool review and consulting – refinements, replacements, eliminations, and/or additions to tools and process components; optimizing via re-sequencing of current process steps; addition of pre-screens for local and remote candidates to eliminate clearly unqualified earlier on in the process; etc.
- ♦ Detailed review of the candidate funnel and life cycle including:
 - pass/failure rates at each stage, candidate loss or drop out rates due to timing delays and other factors, solutions, etc. as well as ways to enhance the overall candidate experience.
- ♦ Providing support for remote candidate processing, testing and application facilitation and coordination (on an as needed basis).
- ♦ Design of a Centralized Candidate Care Center (to offer telephone and web candidate support for applicants).
- ♦ Development of Internal Sourcing Center of Excellence.

Key deliverables for this workstream include:

1. Recommendations report for what hiring activities, if any, should be outsourced vs. in-sourced
2. Ongoing recruitment and candidate sourcing assistance
3. Formalized process redesign recommendations
4. Application interface redesign recommendations
5. Candidate Care Center – advising on and as needed providing candidate telephone and web support
6. Development of Internal Sourcing Center of Excellence
7. Onsite resources for remote test and hiring event management (on an as needed basis)

Workstream # 3: Applicant Tracking System (ATS) Implementation

- Contractor will help the County deploy Taleo as an Applicant Tracking Solution (ATS) for Sheriff's Department recruiting and hiring.
- The Taleo ATS will integrate candidate data, and will allow applicants to complete multiple parts of the application and different assessment processes at the same time. Improving the candidate experience and reducing cycle time are two key success factors for this initiative.

A summary of the highlights of the proposed Aon-Taleo system include:

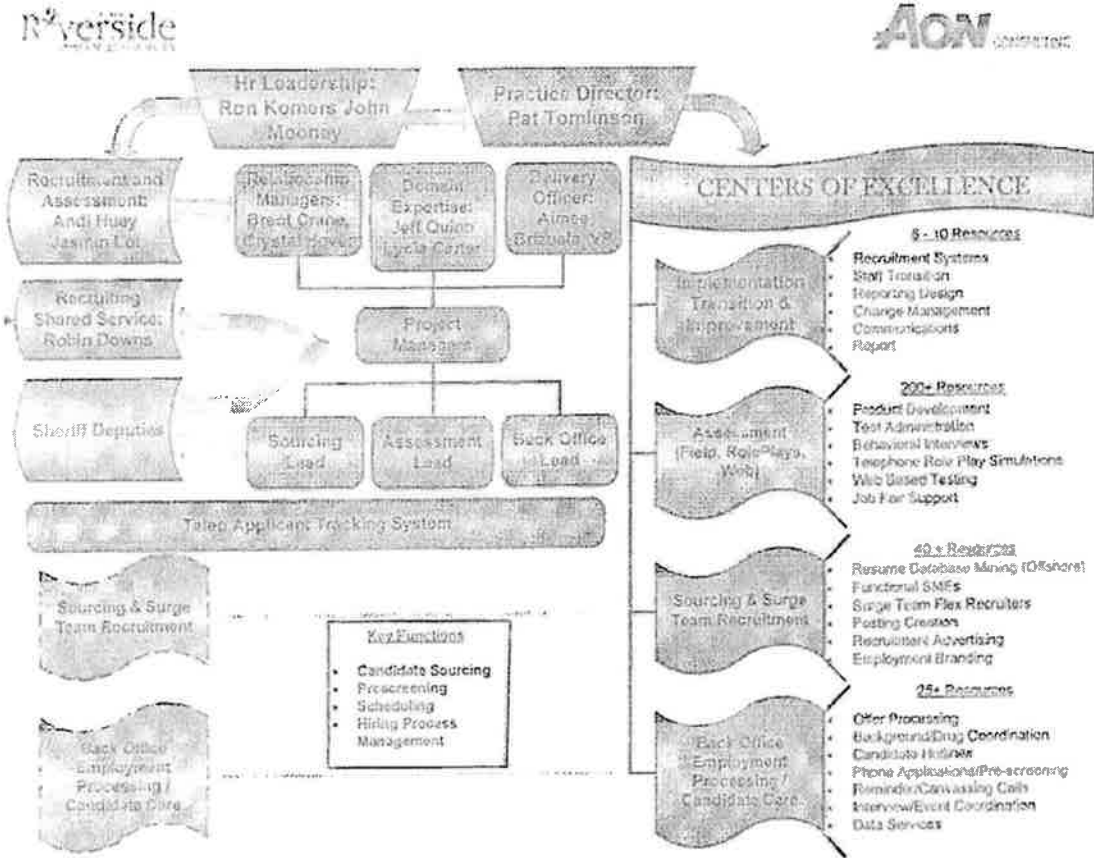
- ♦ Centralized requisition processing provides Contractor's Consulting's recruitment team with a rich set of centralized sourcing features designed to support all facets of the County's sourcing requirements.
- ♦ Configurable candidate selection workflows allow defined candidate selection steps and statuses to be tailored to the County Sheriff's Department unique operational requirements.
- ♦ Multi-Tier screening capabilities allow Contractor's consultant to rapidly create candidate short lists for County hiring managers while simultaneously improving overall candidate quality.
- ♦ Hiring Manager Web Portal enables County Hiring Managers the ability to quickly review candidates as part of the candidate selection process.
- ♦ Career portal capabilities allow the rapid creation of a County career site that is able to not only control the candidate application flow process but also leverage Riverside's brand and messaging.
- ♦ Smart Org™ data framework will enable Contractor's Consulting to quickly deploy, organize and administer the County's users, job descriptions and business rules based on Organization, Locations, and Job Functions.
- ♦ Industry- leading reporting infrastructure will provide the County with access to key business intelligence and staffing performance metrics.
- ♦ Linkage to Contractor and PreVisor assessments -- both Contractor and PerVisor are Passport Certified partners with Taleo thereby allowing integration of data and candidate processing.

Specific data and reporting requirements will be determined during project implementation.

The key deliverable of this workstream is the proposed implementation of Taleo as the ATS that will run in parallel to Workstreams #1 and #2.

Service Delivery Model

In order to deliver the services outlined in the three workstreams, Contractor has organized the delivery team into a flexible Service Delivery Model. This model shows how the team is structured, how Contractor will interface with the County's team and how Contractor will utilize centers of excellence to accomplish this important work. The Service Delivery Model enables Contractor to work with the County to develop a sustainable platform to source, select and hire the needed Sheriffs, Correctional Deputies and Deputy Sheriff.



**EXHIBIT B
PAYMENT PROVISION**

Payment Schedule

Our Fees are broken out by workstream as follows below. Maximum payments by the County to Contractor including expenses shall not exceed \$700,000 total across the 3 Workstreams.

| Workstream 1- Recruitment and Sourcing Strategy | Associated Fee |
|--|-----------------------|
| Recruitment and Sourcing Strategy <ul style="list-style-type: none"> ◦ Labor Market Analysis, Review of TMP's Strategic Sourcing Plan, Overall Project Planning | \$17,325 one time fee |

The fees for Workstream 2 are based upon the number and type of resources needed to fulfill the services described therein. Fees are based on usage of the resources in each month based on fees detailed in the chart below and will be billed on a monthly basis.

| Workstream 2- Recruitment Process Execution | Associated Fees |
|---|----------------------|
| Recruitment Process Consultant | \$200 / Hour |
| Talent Solutions Consultants (I/O Psychologists) | \$350 to \$500/ Hour |
| Initial and Ongoing Communications Support and Change Management | \$300 to \$500/ Hour |
| Ongoing Advisory Sr. Recruiter / Sourcing Expert | \$95 / Hour |
| Onsite Job Fair Event/Test Administration | \$750 / Day |
| Ongoing Advisory Candidate Care Center /Training/IT Systems Staff | \$12,500 per month |

| Workstream 3- Talco Applicant Tracking System Implementation | Associated Fee |
|--|--|
| Standard Talco ATS Implementation--- <ul style="list-style-type: none"> ◦ Note: ongoing Talco monthly software ASP fees are included Workstream #2 ◦ Covers use of the system for Sheriff's Department recruiting and hiring | \$40,000 one time set up and configuration fee |

Plus expenses billed as incurred on a pass through basis without mark up for travel, shipping, materials production, telephone, etc. for Workstreams 1 through 3.