

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

468



SUBMITTAL DATE:
June 22, 2010

FROM: Human Resources Department

SUBJECT: APPROVAL OF THE SOLE SOURCE AGREEMENT WITH PREVISOR INC. FOR ON-LINE PRE-EMPLOYMENT AND SERVICES FOR THE HUMAN RESOURCES DEPT.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Sole Source Agreement with PreVisor in the annual amount of \$166,667, for three (3) years, renewable in one-year increments, in accordance with Ordinance 459.4, and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

Continued on Page 2

Barbara A. Olivier

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$166,667	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 20,000	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: Human Resources Rates and TAP Fund	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Karen L. Johnson*
Karen L. Johnson

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 13, 2010
xc: HR, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: **District:** ALL **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.57

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: *7/1/10*
Purchasing: *Mark Seiler* Assistant Director
Departmental Concurrence

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

BOARD OF SUPERVISORS

**FORM 11: APPROVAL OF THE SOLE SOURCE AGREEMENT WITH PREVISOR INC.
FOR ON-LINE PRE-EMPLOYMENT AND SERVICES FOR THE HUMAN
RESOURCES DEPT.**

PAGE 2

BACKGROUND

The County of Riverside Human Resources Department has utilized computerized, web-based testing services since January 2002. Testing is a critical component of county recruitment and selection processes and a requirement for merit-bound, state-funded departments and programs. The Human Resources Department utilizes pre-employment testing for 54 classifications across the County. Human Resources Department has tested an average of over 20,000 candidates annually since 2007.

The Human Resources Department requires a robust, web-based testing system for several reasons. Although the County is experiencing a lower volume of recruitments, there are still many legitimate needs for web-based testing services as described below:

Closing of the Assessment Center

In November 2008, the Human Resources Department eliminated the Assessment Center as part of an organizational restructuring to save cost. The twelve (12) dedicated Assessment Center staff were released or transferred out of their positions. Using web-based testing technology, the proctored Assessment Center has been replaced by a comprehensive unproctored, web-based testing program.

Temporary Assignment Program

The Temporary Assignment Program (TAP) continues to utilize testing to fill job orders for temporary assignments.

Bi-Lingual Testing

The County hosts bilingual certification tests on the web-based system. The sophisticated system allows for audio files to be played as part of the bilingual test question content. Over the last six months, we received an average of 48 requests for bilingual testing per month.

County-wide Validation Study

The Human Resources Test Development Team has recently completed a county-wide research study with PreVisor to validate five (5) new computer adaptive test (CAT) batteries. These new tests may be administered in an unproctored environment and will increase our ability to identify highly skilled candidates. Unproctored administration greatly reduces staffing costs associated with proctoring assessments and enables Human Resources to provide unlimited testing services to the public. PreVisor performed the validation study and granted us access to these state-of-the-art tests (\$155,000 value) at no additional cost to the County.

Public Safety Recruiting

BOARD OF SUPERVISORS

**FORM 11: APPROVAL OF THE SOLE SOURCE AGREEMENT WITH PREVISOR INC.
FOR ON-LINE PRE-EMPLOYMENT AND SERVICES FOR THE HUMAN
RESOURCES DEPT.**

PAGE 3

The Human Resources Department utilizes web-based testing as part of the selection process for Deputy Sheriff Trainees and Correctional Deputies. The new online assessment has replaced the old paper-and-pencil Peace Officer Standards and Training (POST) test, which required scantrons to be mailed to a third party vendor for scoring. The turnaround for mailing the scantrons was three to five days. The improved web-based testing was instrumental in achieving success during the massive Sheriff's Department recruitment effort and continues to be a valuable tool to recruit and select the best candidates for these critical public safety positions.

Custom Assessment Maintenance

The Human Resources Department has many custom tests built into our existing online system. If we discontinue online testing services, we would be forced to reconstruct all custom tests in paper and pencil format. This would incur significant and recurring staff and material costs. The administration of paper and pencil testing is a slow process and cannot accommodate a high volume of candidates.

PRICE REASONABLENESS

Purchasing released a Request for Proposal (HRARC-034), mailing solicitations to six companies, and advertising on the County's Internet. Two responses were received/submitted by PreVisor and Neogov.

The proposals were reviewed by an evaluation team consisting of personnel from the Human Resources Department. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the requirements of the scope of service, the ability to perform, software and equipment capability, references, and the overall cost. Product demonstrations were held at the Human Resources Department and PreVisor was selected as the most responsive/responsible vendor that can provide all of the required scope per the RFP requirement, submitting an annual cost that shall not exceed \$166,667 for the first year. Neogov was deemed nonresponsive because they proposed a system that is not web-based and would require a person to proctor each assessment, and required a testing center, resulting in increased costs to the County. Because the Human Resources Department has closed the testing center, a proctored assessment session is not an option.

The evaluation committee recommends that the award be given to PreVisor, Inc., as a responsive/responsible vendor with the annual amount of \$166,667 for year one, \$180,000 for year two, and \$198,000 for year three.

REVIEW/APPROVAL: Purchasing and County Counsel concur with this request.

PROFESSIONAL SERVICE AGREEMENT

for

**PERSONAL COMPUTER (PC) AND WEB-BASED PRE-EMPLOYMENT
AND DEVELOPMENTAL TESTS/ASSESSMENTS SERVICES**

between

COUNTY OF RIVERSIDE

and

PREVISOR INC.



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement	5
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor.....	6
8. Inspection of Service: Quality Control/Assurance	6
9. Independent Contractor	7
10. Subcontract for Work or Services	7
11. Disputes	8
12. Licensing and Permits	8
13. Use by Other Political Entities	8
14. Non-Discrimination	8
15. Records and Documents	9
16. Confidentiality	9
17. Administration/Contract Liaison.....	10
18. Notices	10
19. Force Majeure	10
20. EDD Reporting Requirements.....	10
21. Hold Harmless/Indemnification	11
22. Insurance	12
23. General	14
24. Definitions.....	18
Exhibit A-Scope of Service.....	20
Exhibit B- Payment Provisions.....	23

This Agreement, made and entered into this 1st day of July, 2010, by and between PreVisor 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 three pages and Exhibit B at the prices stated in Exhibit B, Payment Provisions, consisting of one 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 as more particularly set forth in 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 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 from July 1, 2010 through June 30, 2011, with the option to renew for two additional years, renewable in one year increments by written amendment, unless terminated earlier (each, a "Term"). 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 one hundred sixty six thousand six hundred sixty seven (\$166,667) dollars for Year 1 of this Agreement including all expenses. The fees for Years 2 and 3 of this Agreement, should it be renewed, are set forth in Exhibit B. 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 Professional Services price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY so long as COUNTY agrees to all the same identical terms and conditions of the entity receiving the lower prices on Professional Services. Except for the pricing set forth in Exhibit B: (1)the COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment; (2) after the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY; (3)no retroactive price adjustments will be considered; (4) any price increases must be stated in a written amendment to this Agreement; (5) the net dollar amount of profit will remain firm during the period of the Agreement; and (6)annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas for PC and web based non-proctored assessment 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 Unless otherwise agreed to by the parties in writing, 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
4080 Lemon Street, 7th Floor
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 (HRARC-90783-001-06/11); 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, 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 is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement on behalf of the COUNTY. 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. However, COUNTY shall remain responsible for payment of the annual licensing fee for the Year in which termination occurs as more particularly set forth on Exhibit B.

5.2 Either party may, upon thirty (30) days written notice, terminate this Agreement for the other party's uncured default, if the breaching party refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not cure such failure within the thirty (30) day notice period.

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 for cause by COUNTY, 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.

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

6.1 CONTRACTOR (or its licensors or suppliers) will retain all rights (including, without limitation, all patent, trademark, copyright, trade secret and other intellectual property rights) in the System, System Information and all Services, System Services Data, all derivatives, improvements or modifications thereto, and any work product or results, developed, designed or discovered in the course of providing, accessing or using the Services ("CONTRACTOR Intellectual Property"). Other than with respect to its express rights under Sections 6.2 AND 6.3, COUNTY disclaims any rights or interests in or to the CONTRACTOR Intellectual Property, and hereby assigns to CONTRACTOR all rights (including all intellectual property rights) therein and thereto.

6.2 During the Term, CONTRACTOR agrees to provide to COUNTY the System Services specified in this Agreement. CONTRACTOR grants COUNTY the right to access and use the System Services so specified in connection with recruiting, development, testing, and assessment of Applicants and COUNTY employees.

6.3 System Services Data. COUNTY will have the right to use the System Services Data both during and after the Term.

7. Conduct of Contractor

7.1 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.

7.2 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 material conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in material 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 material 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 material 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.

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. Additional Agreements

10.1 Limitations on Access and Use. COUNTY shall access and use the System Services in compliance with this Agreement and with all applicable laws and regulations, and solely for internal business purposes. COUNTY shall not (i) use the System Services for any commercial or noncommercial purposes that are not expressly permitted under this Agreement, including, but not limited to reselling the System Services; (ii) allow parties other than its duly authorized employees and Applicants to access or use the System Services; (iii) download, copy, publish, transmit, exploit, modify, create derivative works of, decompile, disassemble or otherwise reverse engineer the System, the Services, CONTRACTOR Confidential Information or CONTRACTOR Intellectual Property; or (iv) use the Services in a manner that violates the privacy, personal, proprietary, or contractual rights of third parties. In the event of a breach of this Section by COUNTY, CONTRACTOR will have the right to suspend, restrict, or limit any Services if deemed reasonably necessary by CONTRACTOR to prevent any harm to CONTRACTOR.

10.2 COUNTY Responsibility. COUNTY assumes all responsibility and risk for its use of the Services, and the results obtained from and any reliance, if any, that COUNTY may place thereon. Without limiting the foregoing, COUNTY agrees that CONTRACTOR has no control over the quality or skills of any Applicant, the truth or accuracy of any information provided by any Applicant, or the ability of any Applicant to fill a position or any employment decisions that COUNTY may make or not make, or any other employment or other matters, related to use of the System Services and the Services or the results obtained.

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 a court of competent jurisdiction.

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 applicable 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 on the identical terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. However, CONTRACTOR reserves the right not to accept such entities as clients in its reasonable discretion. 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. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 Neither party 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 all information in tangible or intangible form that is marked or designated confidential or that, under the circumstances of its disclosure, should be considered confidential. As it relates to the COUNTY “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. Privileged or confidential information of CONTRACTOR includes but is not limited to: the System and all other CONTRACTOR Intellectual Property.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning Applicants receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such names and other identifying information concerning Applicants 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 Except as reasonably required by law or regulation or in connection with the performance of a party’s obligations under this Agreement, each party agrees that during the Term and at all times thereafter such party will not use in any way for its own account or the account of any third party the other party’s Confidential Information or disclose it to any third party. Each party will take reasonable precautions to protect the confidentiality of the other party’s Confidential Information, at least as stringent as it takes to protect its own Confidential Information, but no less than reasonable care.

16.4 Information will not be deemed Confidential Information hereunder if such information (i) is lawfully known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the

receiving party; or (iv) approved in writing for release by the disclosing party. The receiving party may disclose Confidential Information for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction or pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

16.5 Return of Confidential Information. Upon the written request of either party and upon termination of this Agreement, the receiving party will destroy, or, at the option and sole expense of the disclosing party, return to the disclosing party all tangible expressions (including all copies) of Confidential Information of the disclosing party. Notwithstanding the foregoing, either party may retain copies of the other's Confidential Information solely for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction or pursuant to the requirements of a governmental agency or by operation of law, but no less than reasonable care.

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

Purchasing and Fleet Services
Attn: Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

PreVisor Inc.
Attn: Danielle Reid
1805 Old Alabama Road, Suite 150
Roswell, GA 30076

With a copy to:
PreVisor Inc.
Attn: Legal Department
1805 Old Alabama Road, Suite 150
Roswell, GA 30076

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

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/Limitation of Liability

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 (individually and collectively hereinafter referred to as COUNTY Indemnities) from and against any and all costs, liabilities, losses, and expenses (including, but not limited to reasonable attorneys' fees) (collectively, "Losses"): (i) resulting from any claim, suit, action, or proceeding brought by any third party (each, an "Action") alleging the provision of Services (other than with respect to COUNTY Content or COUNTY requested changes to standard CONTRACTOR Services) infringes or misappropriates any U.S. intellectual property right (but excluding any infringement contributorily caused by COUNTY); (ii) arising from or relating to a material breach by CONTRACTOR of its confidentiality obligations under this Agreement; or (iii) alleging the provision of Services resulted in property damage, bodily injury, or death. CONTRACTOR shall defend, at

its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the COUNTY Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 COUNTY will indemnify and hold harmless CONTRACTOR and its employees, officers, directors, agents or other Affiliates harmless from and against any and all Losses (i) from an Action alleging the use of COUNTY Content or provisions of COUNTY requested changes to standard CONTRACTOR Services infringes or misappropriates any intellectual property right; (ii) arising from or relating to a material breach by COUNTY of its confidentiality obligations under this Agreement, or any Actions (including, without limitation those brought by or on behalf of Applicants, COUNTY employees or any other party) related to or arising out of COUNTY'S use of or access to the Services or the provision of the Services by CONTRACTOR; and (iii) arising from or relating to a material breach of COUNTY'S agreements set forth in Section 10.

21.3 With respect to any action or claim subject to indemnification herein the indemnifying party 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 the indemnified party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying party's indemnification to the indemnified party as set forth herein.

21.4 The indemnifying party's obligation hereunder shall be satisfied when it has provided to the indemnified party the appropriate form of dismissal relieving the indemnified party from any liability for the action or claim involved.

21.5 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the CONTRACTOR Indemnitees herein from third party claims.

21.6 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 CONTRACTOR Indemnitees to the fullest extent allowed by law.

21.7 Where CONTRACTOR Is obligated to indemnify COUNTY pursuant to Section 21.1(i), CONTRACTOR may, in its sole discretion 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) or modify the allegedly infringing material or product..

21.8 Notwithstanding anything to the contrary in this Agreement, including CONTRACTOR'S INDEMNIFICATION set forth in Section 21.1, (a) CONTRACTOR shall not be liable for any incidental, consequential, indirect or punitive damages (including, without limitation, lost profits or revenue, loss of RFP#HRARC-034

data, technology, equipment, rights or services, interruption of business, or costs of procurement of substitute products or services), even if advised of the possibility of such damages, whether arising under theory of contract, tort, or other theory of liability, including negligence, including claims arising from or relating to COUNTY'S or any Applicant's use of the System or the Services or from the unavailability or inaccuracy of the System or the Services, even if COUNTY has notified CONTRACTOR in advance of the possibility of such damages, (b) CONTRACTOR'S liability under this Agreement will be limited to direct damages; and (c) in no event will CONTRACTOR'S liability under this Agreement exceed the fees paid by COUNTY to CONTRACTOR during the six month period immediately preceding the event that gave rise to a claim (or if less, \$50,000 Dollars). It is agreed that these limitations are an essential basis of the parties' agreement.

22. Insurance

22.1 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 coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

22.2 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 applicable states' workers' compensation regulations. 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.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. 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.

22.4 Vehicle Liability: If 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 the COUNTY as Additional Insureds.

22.5 Professional Liability: 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 as long as the law allows.

22.6 General Insurance Provisions - All lines:

1) 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. 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.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies 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 and certified original copies of endorsements and if requested, certified original policies of insurance including 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.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) 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; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

7) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 Neither party shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by a 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 a 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 the 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.

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. 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.

24. Definitions

24.1 “Affiliate” means, as to any entity, any other entity that, directly or indirectly, Controls, is controlled by or is under common Control with such entity.

24.2 “Applicant” means an individual applying, or that is a candidate, for an employment position with COUNTY.

24.3 “COUNTY Content” means COUNTY images, graphics, trademarks, service marks, and logos that COUNTY provides to CONTRACTOR.

24.4 “Professional Services” means customization, implementation, technical support, consulting, or other professional services that may be provided by CONTRACTOR to COUNTY pursuant to a written agreement between the parties.

24.5 “Services” means any and all System Services, Professional Services and all other services provided under this Agreement.

24.6 “System” means CONTRACTOR’S (or its licensors’ or suppliers’) proprietary recruiting, development, testing and assessment tools, and all other software, information, URLs and links, questions, tests, tools, data, databases, designs, algorithms, user interface designs, architecture, class libraries, objects and documentation, network design, know-how and other information or materials supplied or provided by CONTRACTOR, or otherwise resulting from or used as part of or in connection with the Services.

24.7 “System Services” means providing access to and use of CONTRACTOR’S proprietary recruiting, development, testing and assessment tools and System Services Data.

24.8 “System Services Data” means the Applicant data collected in the application and demographic sections of the System, and Applicant competency level scores resulting from use of the System Services.

24.9 “System Information” means all content contained in the System (other than COUNTY Content), and all data generated from use of the System Services (including, but not limited to, System Services Data).

25 0 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.

COUNTY:

CONTRACTOR:

Signature: Marion Ashley
MARION ASHLEY

Signature: Caroline Paxman

Print Name: _____

Print Name: Caroline Paxman

Title: Chairman, Board of Supervisor

Title: Chief Customer Officer

Dated: JUL 13 2010

Dated: 6/30/10

ATTEST:

Kecia Harper-Ihem, Clerk

By Moraine Canova
Deputy

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis
NEAL R. KIPNIS DATE 7/10

**EXHIBIT A
SCOPE OF SERVICE**

1.1 FUNCTIONAL REQUIREMENTS

1.1.1 Support

- 1.1.1.1 CONTRACTOR shall provide a dedicated point of contact or account representative for client relations
- 1.1.1.2 CONTRACTOR shall provide helpdesk/technical support
- 1.1.1.3 CONTRACTOR shall provide training/tutorial software for end users
- 1.1.1.4 CONTRACTOR shall provide technical manuals for all assessments offered.

1.1.2 Functionality and Compatibility

- 1.1.2.1 Testing platform is web-based
- 1.1.2.2 Testing platform is capable of unproctored administration of assessments
- 1.1.2.3 Testing platform allows for some paper-and-pencil versions of assessments
- 1.1.2.4 Testing platform allows for unlimited user accounts
- 1.1.2.5 Testing platform is compatible with Internet Explorer 5.0 or higher
- 1.1.2.6 Testing platform allows client to build custom test items and save them in the testing platform
- 1.1.2.7 Testing platform allows client to build custom tests using pre-existing and user-generated test items
- 1.1.2.8 Testing platform allows client to build custom test batteries and using pre-existing and user-generated tests
- 1.1.2.9 Testing platform allows custom test items to contain some formatting html tags
- 1.1.2.10 Testing platform allows client to build custom test items that include sound (in the form of an mp3 file)

1.1.3 Security

- 1.1.3.1 Testing platform utilizes user roles with varying access levels
- 1.1.3.2 Client shall be granted administrator-level access
- 1.1.3.3 Client administrator can create and delete users
- 1.1.3.4 Client administrator can create custom user roles
- 1.1.3.5 Testing platform has built-in security measures for unproctored testing
- 1.1.3.6 Testing platform allows County Human Resource super users to review audit logs on the testing platform
- 1.1.3.7 Testing platform allows COUNTY admin to run test usage reports
- 1.1.3.8 CONTRACTOR shall guarantee security of client test score data

1.1.4 Data Management and Reporting

- 1.1.4.1 CONTRACTOR shall collect and store all data associated with operation of the testing platform including; event log, test sessions status, candidate information, test score information, test unit usage, and user account information
- 1.1.4.2 Testing platform allows users to run score reports by test name
- 1.1.4.3 Testing platform allows users to run score reports by candidate name
- 1.1.4.4 Testing platform allows users to run score reports by date range
- 1.1.4.5 Testing platform allows users to run score reports by test battery name
- 1.1.4.6 Testing platform allows users to run summary reports and detail reports
- 1.1.4.7 All data stored by CONTRACTOR shall be regularly backed-up by CONTRACTOR

1.1.4.8 Assessment scores provided as norm percentiles

1.1.5 Assessments

- 1.1.5.1 CONTRACTOR shall provide assessments viable for unproctored administration (e.g. CAT, Typing, BioData etc.)
- 1.1.5.2 CONTRACTOR shall provide proctored verification assessment option for all unproctored assessments.
- 1.1.5.3 CONTRACTOR shall provide true Computer Adaptive Tests (CAT) based on item response theory model.
- 1.1.5.4 Cognitive Ability Assessment
- 1.1.5.5 Personality Assessment
- 1.1.5.6 BioData Assessment
- 1.1.5.7 Job Fit Assessment
- 1.1.5.8 Typing (Split Screen) Assessment
- 1.1.5.9 Data Entry Alpha Numeric (Split Screen) Assessment
- 1.1.5.10 Multitasking Assessment
- 1.1.5.11 Automatically Scored Essay Assessment
- 1.1.5.12 Microsoft Word 2003 Assessment
- 1.1.5.13 Microsoft Excel 2003 Assessment
- 1.1.5.14 Microsoft PowerPoint 2003 Assessment
- 1.1.5.15 Microsoft Access 2003 Assessment
- 1.1.5.16 Bilingual Spanish Level I (Conversational) Assessment
- 1.1.5.17 Bilingual Spanish Level II (Reading Comprehension) Assessment
- 1.1.5.18 Bilingual Spanish Level III (Writing and Transcription) Assessment
- 1.1.5.19 Writing Clarity / Grammar Assessment
- 1.1.5.20 Reading Comprehension Assessment
- 1.1.5.21 Leadership/Management Ability Assessment
- 1.1.5.22 Filing Assessment
- 1.1.5.23 Sorting and Coding Assessment
- 1.1.5.24 Basic Mathematics Assessment
- 1.1.5.25 Accounting Skills Assessment
- 1.1.5.26 Call Center Skills Assessment
- 1.1.5.27 Law Enforcement Officer Assessment (Police Officer Standard Training (POST) Compliant) Assessment
- 1.1.5.28 Simulation Assessments Assessment
- 1.1.5.29 Accounts Payable Assessment
- 1.1.5.30 Accounts Receivable Assessment
- 1.1.5.31 Work Habits/Ethics Assessment
- 1.1.5.32 Proofreading Assessment
- 1.1.5.33 Vocabulary Assessment

1.1.6 Integration

- 1.1.6.1 Testing platform is capable of integrating with PeopleSoft/Oracle Applicant Tracking System (ATS)
- 1.1.6.2 ATS integration shall allow seamless transition from online ATS application to testing platform.
- 1.1.6.3 ATS integration shall allow live uploading of candidate score to the ATS.

1.1.7 Additional Optional items

- 1.1.7.1 CONTRACTOR shall provide a system that can ascertain unproctored tester identity.
- 1.1.7.2 Testing platform is compatible with Firefox web browser (except for tests that utilize the PreVisor Simulation Player).
- 1.1.7.3 CONTRACTOR is expecting that as of July 17, 2010 its testing platform is compatible with Safari web browser for Macintosh except for tests that utilize the PreVisor Simulation Player.
- 1.1.7.4 Some assessments offered may be modified to meet common American with Disabilities Act (ADA) accommodations (i.e. enlarged text, extra time etc.)
- 1.1.7.5 CONTRACTOR shall provide custom reports at no additional cost to the COUNTY.
- 1.1.7.6 In the event that applicant shall file formal appeal to dispute final result of applicant's test score, CONTRACTOR shall provide sufficient documentation to respond to legal challenges for all assessments provided by CONTRACTOR excluding intellectual property owned by CONTRACTOR, and assessments developed within the custom assessment builder (CAB) by the COUNTY.

**EXHIBIT B
PAYMENT PROVISIONS**

Annual unlimited usage including all of the requirements in the Scope of Service in Exhibit A of this Agreement.

Year 1 \$166,667.00

Year 2 \$180,000.00

Year 3 \$198,000.00

Pricing includes:

- 1) Unlimited access to custom built assessment solutions and all current CONTRACTOR standard assessment solutions, excluding third party content.
- 2) Custom Assessment Builder (CAB)
 - a) Unlimited access to CAB to create assessments with available CONTRACTOR content as well as custom County content.
- 3) Unlimited Technical Support
 - a) Unlimited support for candidates and administrators from CONTRACTOR's Customer/Technical Support team.
- 4) National Accounts Program membership and benefits
 - a) AdVance partnership opportunities
 - b) LINK registration and hotel costs during contract period
 - c) Dedicated National Accounts Manager, Customer Success Manager, I/O team, Project Manager, and Executive Sponsor.
 - d) Custom training sessions provided via teleconference and webinar.
- 5) Professional Services Advisory Program
 1. Custom Solution Build Integration Package
 - a. CONTRACTOR project team to consult with the County HR team to help map best practice assessment integration approach with PeopleSoft.
 - b. Initial build of the standard ATS integration.
 - c. Up to six custom solution builds provided for initial PeopleSoft integration (Year One).
 - d. Continued integration technical support through duration of contract. Requests for additional development time will be scoped and pricing proposed as needed.
 2. Data Analysis Package Subscription
 - a. Monthly Assessment Activity Reports, Quarterly Adverse Impact Reports, and Management Analytics Reports.
 3. Custom Report Development
 - a. Up to two custom reports created based on County requirements (Year One), to be scoped upon further discussion.
 - b. Reports shall continue to be delivered to the County through duration of contract.
 4. Annual Business Outcome Study
 - a. Comprehensive analysis of the effectiveness of a solution and its impact on the organization.
 - b. Customization and optimization of the solution based upon study findings
 5. Assessment Solution Updates
 - a. Quarterly updates to assessment solution, including scoring and re-norming and solution configuration changes.

Date: 6/15/10

From: Barbara A. Olivier Department/Agency: Human Resources

To: Board of Supervisors

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: PC and Web-based Pre-Employment and Developmental Tests/Assessments Services

Supplier being requested: PreVisor Inc.

Alternative suppliers that can or might be able to provide supply/service: None

Extent of market search conducted: RFP#HRARC-034 mailed to six companies and advertised on the County Internet Site.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: PreVisor's system can provide assessments via web-based and does not require assessments sessions to be proctored.

Reasons why my department requires these unique features and what benefit will accrue to the county: Testing is a critical component of county recruitment and selection processes and a requirement for merit-bound, state-funded departments and programs. The Human Resources Department utilizes pre-employment testing for 54 classifications across the County.

Price Reasonableness: \$166,667 for the first year of the agreement. This is a 16% discount from prior year billing.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? Yes, this is an ongoing process. Human Resources Department is asking for year 2 (cost \$180,000) and year 3 (cost \$198,000). Agreement is renewable in one year increments with PreVisor Inc.

6/22/10

Department Head Signature

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

6-15-10

Purchasing Agent

Date