

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



ITEM  
3.15  
(ID # 9818)

MEETING DATE:

Tuesday, June 18, 2019

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Sixth Amendment to Professional Services Agreement with SHL (formerly known as CEB Inc., and as Previsor Inc.) for Web-based Pre-Employment Services, All Districts. [Total Cost - \$268,410; 50% HR Rates and 50% TAP ISF Rates]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 6 with SHL (formerly known as CEB Inc., and formerly known as Previsor Inc.) for Web-Based Pre-Employment Assessment Services for the Human Resources Department for the annual amount of \$252,910 with the option to spend an additional \$15,500 in professional services if needed; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that do not change the substantive terms of the Agreement; and sign amendments to the compensation provisions that do not exceed the Consumer Price Index (CPI); and
3. Direct the Clerk of the Board to retain one (1) copy of the Amendment and return two (2) copies of the Amendment to the Human Resources Department for distribution.

ACTION: Policy

  
Brenda Diederichs, Assistant CEO / Human Resources Director

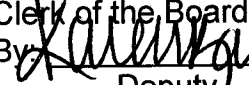
6/11/2019

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 18, 2019  
xc: HR, Purchasing

Kecia Harper  
Clerk of the Board  
By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 268,410	\$ 268,410	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 50% Human Resources Rate and 50% TAP Internal Service Fund</b>			<b>Budget Adjustment:</b>	<b>No</b>
			<b>For Fiscal Year:</b>	<b>19/20</b>

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Pre-employment and promotional testing is a key component of the County of Riverside's selection process for many positions. Human Resources ensures testing processes are conducted according to job-related processes and merit-based hiring practices. The County has utilized computerized, web-based testing since 2002. Each year, nearly 40,000 testing sessions are completed by applicants to the County. To manage the volume, the Human Resources Department uses computerized, online pre-employment assessments to efficiently administer the testing program. An advantage of SHL as the selected vendor for the County is that SHL offers exams administered in an unproctored (non-staff-observed) environment (e.g., in a home environment on an applicant's personal computer), in addition to traditional proctored (staff observed) environments. Administration of unproctored exams is a business necessity for reasons of both efficiency for the Human Resources Department and for the efficient up-to-date applicant experience if offers candidates applying for jobs within County of Riverside.

The current agreement approved by the Board of Supervisors in 2016, will expire June 30, 2019 (Contract ID # HRARC-90783-001-06/11). The Human Resources Department is seeking approval of the attached sixth amendment for a one-year period effective July 1, 2019 through June 30, 2020. This agreement includes usage of examinations, I/O consultant services, reporting, training, and user applicant telephone support.

Approval of the sixth amendment is necessary to continue administration of examinations utilized in hiring processes throughout the County over the next year, while Human Resources reviews options for an updated Human Capital Management (HCM) system. At such a time that a new HCM system is implemented, Human Resources will conduct a review of assessment services offered by SHL.

**Impact on Residents and Businesses**

There is no impact on residents and businesses.

**Contract History and Price Reasonableness**

In 2010, a solicitation of vendors was conducted. Only two vendors responded and SHL was determined to be the most responsive bidder. The Board of Supervisors approved the agreement with SHL US Inc. (formerly Previsor Inc.) with a period of performance of July 1, 2010 through June 30, 2011, renewable for two years (Contact ID #HRARC-90789-001-06/11 Minute Order 3.57 07/13/2010). The option to renew was exercised for FY11/12 and FY 12/13. In 2013, the Board of Supervisors approved an amendment to extend the agreement effective

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July 1, 2013 through June 30, 2014 (Minute Order 3.18 06/25/2013). In 2014, the Board of Supervisors approved an amendment to extend the agreement effective July 1, 2014 through June 30, 2017 (Minute Order 3.22 07/01/2014). In 2016, the Board of Supervisors approved an amendment to extend the agreement effective July 1, 2017 through June 30, 2019 (Minute Order 3.32 05/23/2017).

Pricing is considered reasonable as compared with current cost (price history below) and the significant labor savings offered by delivering testing via unproctored methods. Extending the contract will allow us to keep pricing relatively stable for a new one-year period of performance. The currently expiring agreement's professional services fees for development and enhancement was \$20,000 per year for FY17/18 and FY18/19. The proposed amendment includes professional services project credits in the amount of \$32,100 to provide for new testing requirements. The pricing for use of the unlimited test content and administration component of the agreement has increased by only 2% in FY19/20.

**Price History:**

FY10/11	\$166,667
FY11/12	\$180,000
FY12/13	\$198,000
FY13/14	\$217,800
FY14/15	\$220,000
FY15/16	\$225,000
FY16/17	\$230,000
FY17/18	\$243,960
FY18/19	\$247,991

**Proposed:**

FY19/20	\$268,410
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\*Total price includes \$15,500 in professional services related to integration work to be billed only if utilized.

**Previous Agenda Reference:**

07/13/2010	3.57
06/25/2013	3.18
07/01/2014	3.22
05/23/2017	3.32

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Teresa Summers, Director of Purchasing 6/12/2019

  
Inez Dijos Santos 6/13/2019

  
Gregory V. Prieros, Director County Counsel 6/13/2019

COUNTY OF RIVERSIDE  
AMENDMENT NO. 6 TO THE AGREEMENT  
WITH  
SHL US LLC (Formerly SHL US INC.)

Original Contract Term:	July 1, 2010 through June 30, 2011, as, as extended through subsequent amendments to June 30, 2019
Contract Term Extended To:	June 30, 2020
Effective Date of Amendment:	July 1, 2019
Original Annual Maximum Contract Amount:	\$166,667 (FY 2010/2011)
Amended Annual Maximum Contract Amount:	\$268,410
Contract ID:	

1. The County of Riverside (COUNTY) and SHL US LLC (formerly known as Previsor, Inc. and formerly known as SHL US Inc.) (CONTRACTOR), entered into an agreement effective as of July 13, 2010 (the "Original Agreement") for computerized, web-based pre-employment testing services for a period of performance from July 1, 2010 through June 30, 2011 with an option to renew for two (2) additional years, renewable in one (1) year increments by written amendment.
2. COUNTY and CONTRACTOR by Amendment #1 amended the Original Agreement on May 24, 2011 to extend the Original Agreement for one (1) year to June 30, 2012 and to add compensation to CONTRACTOR for the additional year (the Original Agreement as amended by Amendment #1, the "First Amended Agreement").
3. COUNTY and CONTRACTOR by Amendment #2 amended the First Amended Agreement on June 11, 2012 to extend the First Amended Agreement for one (1) year to June 30, 2013 and to add compensation to CONTRACTOR for the additional year (the First Amended Agreement as amended by Amendment #2, the "Second Amended Agreement").
4. COUNTY and CONTRACTOR by Amendment #3 amended the Second Amended Agreement on June 25, 2013 to extend the Second Amended Agreement for one (1) year to June 30, 2014 and to add compensation to CONTRACTOR for the additional year (the Second Amended Agreement as amended by Amendment #3, the "Third Amended Agreement").
5. COUNTY and CONTRACTOR by Amendment #4 amended the Third Amended Agreement on June 24, 2014 to extend the Third Amended Agreement for three (3) years to July 1, 2017, to add compensation to CONTRACTOR for the additional three (3) years and to make other changes to the Third Amended Agreement (the Third Amended Agreement as amended by Amendment #4, the "Fourth Amended Agreement").
6. COUNTY and CONTRACTOR by Amendment #5 amended the Fourth Amended Agreement on May 23, 2017 to extend the Fourth Amended Agreement for two (2) years to June 30, 2019, to add compensation to CONTRACTOR for the additional two (2) years and to make other changes to the Fourth Amended Agreement (the Fourth Amended Agreement as amended by Amendment #5, the "Fifth Amended Agreement").
7. COUNTY and CONTRACTOR by this Amendment #6 agree to amend the Fifth Amended Agreement to extend the Fifth Amended Agreement for one (1) year to June 30, 2020, to delete Section 3.1 in its entirety and replace Section 3.1 with the following:

JUN 18 2019 3.15

COUNTY OF RIVERSIDE  
AMENDMENT NO. 6 TO THE AGREEMENT  
WITH  
SHL US LLC (Formerly SHL US INC.)

*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 \$268,410 for this agreement 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 outside of the products and services that COUNTY has committed to purchase at Exhibit A and Exhibit B. Unless otherwise specifically stated in Exhibit B or agreed in a separate statement of work, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.*


COUNTY and CONTRACTOR by this Amendment #6 agree also to amend the Fifth Amended Agreement by deleting Exhibit B 2 (Payment Provisions) in its entirety and replace Exhibit B2 with the attached Exhibit B-3.


2. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

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

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

SHL US LLC

By:   
Kevin Jeffries, Chairman  
Board of Supervisors  
Dated: JUN 18 2019

By:   
Name: Andy Nielsen  
Title: Market Director  
Dated: 6/11/19

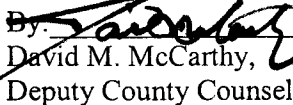
ATTEST:

APPROVED AS TO FORM:

~~Kecia Harper-Horn~~  
Clerk of the Board

Gregory P. Priamos  
County Counsel

By:   
Deputy

By:   
David M. McCarthy,  
Deputy County Counsel

COUNTY OF RIVERSIDE  
AMENDMENT NO. 6 TO THE AGREEMENT  
WITH  
SHL US LLC (Formerly SHL US INC.)  
EXHIBIT B-3  
PAYMENT PROVISIONS

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1.1 Pricing:

Annual unlimited usage including the requirements in Exhibit A, Scope of Services, of this Agreement ("Subscription"):

Subscription and Services Credit	\$252,910
Integration Services	\$15,500 (paid only if utilized)

**Basis of Fees:** The total Subscription Fee is based on the estimated annual usage of 37,500 Assessments and includes a professional services credit.

**"Assessment(s)":** Means when an individual begins a testing session/sitting for a single assessment or test event (each "an Assessment"). Additional or subsequent testing sessions by the same individual using the same tests/assessments are counts as a new Assessment.

**Professional Services Credit:** CONTRACTOR is providing the COUNTY with a professional services credit in the amount of \$32,100 in total for use during the renewal term for the purposes of funding the following service projects (either in part or in full depending on options selected during the term):

- Up to two job analyses and solution buildings (\$13,800 per event – single role)
- Up to two ADA solution builds (\$2,250 per event – single solution)
- Up to one integration with the COUNTY's Human Capital Management System Applicant Tracking System integration services (base price based on client program - \$15,500)

The credit is subject to the following terms:

- To use the credit, the COUNTY and CONTRACTOR will scope the services and fees associated with a particular project which will be agreed to in a separate Change Request Form and the fees will be deducted from the remaining credit balance;
- The credit may not be applied to direct costs incurred by CONTRACTOR from third party vendors (e.g., translation, multimedia development);
- Projects will be scoped at a fee value based on either the total standard fixed fee for the service and/or the total value of the billable time required for the level of resources required;
- The credit must be used within the renewal term. Any remaining balance at that time will be forfeited.
- If the fees of any requested services exceed the credit balance, the full balance of the credit may be deducted and a separate agreement can be executed to cover the excess amount.

**Integration Services:** The CONTRACTOR may provide the COUNTY with additional integration professional services during the renewal term described herein. The total amount of these additional services will be documented in a separate agreement signed by the parties and will not exceed \$15,500. These services will only be billed if utilized.

1.2 Cancellation:

With the exception of termination by COUNTY for CONTRACTOR's breach or if the COUNTY loses funding in accordance with clause 3.4 of the Agreement, the Total Subscription Fee is non-cancellable and non-refundable and COUNTY will be invoiced the Total Subscription Fee in accordance with the invoicing schedule. COUNTY warrants and represents that the Basis of Fees set out above is a good faith, best estimate of anticipated usage during the Subscription Period as agreed with CONTRACTOR. COUNTY will provide prompt notice to CONTRACTOR of changing circumstances (such as an acquisition, merger, or a previously unknown significant increase in hiring needs) that would significantly alter the pre-agreed Basis of Fees and the corresponding Total

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Subscription Fees for the Subscription Period. If COUNTY's actual usage significantly exceeds the Basis of Fees, CONTRACTOR reserves the right to confirm the accuracy and surrounding circumstances supporting the Basis of Fees and re-evaluate the Basis of Fees with the COUNTY.

1.3 Invoicing Schedule:

\$252,910 invoiced in July 2019

\$15,500 invoiced only if utilized

1.4 Pricing Includes:

1. Program Support

- a. Monthly, quarterly, and annual reporting package.
- b. Named account team including an Account Director, Program Manager, I/O Consultant(s), and Executive Sponsor or combination of roles at CONTRACTOR's discretion to provide the services described in this exhibit.
- c. Access to unlimited usage of the standard content listed within Exhibit A, section 1.5.2 as well as any new version or revised standard content as listed in Exhibit A, section 1.5.2. Automatic system upgrades.
- d. Web based technical knowledge support for COUNTY candidates and users as well as web based, email and phone-based support for users from 5 am – 5 pm PST Monday-Friday.
- e. The ability to participate in research and development projects for new assessment solutions that would be beneficial to the COUNTY talent measurement programs.
- f. Web based conferencing for the purposes of user training on quarterly basis.
- g. Up to four (4) annual strategic account reviews that track progress against strategic initiatives, discuss assessment best practice, and plan for program needs.
- h. Technical documentation related to SHL's practices/procedures for test development/validation.

2. Products

- a. Unlimited usage for selection purposes of the standard content listed in Exhibit A, Scope of Services, of this Agreement.
- b. Unlimited usage of configured solutions by which SHL job analysis was conducted.

3. Professional Services

- a. Professional Services Credit as described in section 1.1