

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



ITEM: 3.17  
(ID # 12651)

**MEETING DATE:**  
Tuesday, June 23, 2020

**FROM:** HUMAN RESOURCES:

**SUBJECT:** HUMAN RESOURCES: Approval of Amendment No. 7 to the Professional Services Agreement with SHL US, LLC for Web-based Pre-Employment Services, All Districts. [Total Cost - \$275,726; 100% Human Resources Core Services Rate].

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve Amendment No. 7 to the Professional Services Agreement with SHL US, LLC for Web-based Pre-Employment Assessment Services for the annual amount of \$260,226 with the option to spend an additional \$15,500 in professional services if needed through June 30, 2021; 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 exercise the options of the agreement including modifications of the statement of work that stay within the intent of the agreement.

**ACTION:** Policy



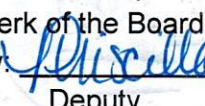
Brenda Diederichs, Assistant CEO / Human Resources Director 5/27/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Hewitt 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 23, 2020  
xc: HR, Purchasing

Kecia R. 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	\$275,726	\$275,726	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 100% Human Resources Core Services Rate</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 20/21</b>	

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

**BACKGROUND:**

**Summary**

Web-based 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 it offers candidates applying for jobs within the County of Riverside.

The current agreement approved by the Board of Supervisors in 2019, will expire June 30, 2020. The Human Resources Department is seeking approval of the attached seventh amendment for a one-year period effective July 1, 2020 through June 30, 2021. This agreement includes usage of examinations, I/O consultant services, reporting, training, and user applicant telephone support.

Approval of the seventh amendment is necessary to continue web-based administration of examinations utilized in hiring processes throughout the County over the next year, while Human Resources continues to update its Human Capital Management (HCM) and Applicant Tracking (ATS) systems. Initially, it was anticipated that at the end of FY 19/20 the HCM update would be complete and allow the County’s testing to integrate for more efficient unproctored testing. However, due to technical constraints and specific HCM/ATS requirements, it was not possible to configure the SHL testing system with the HCM update. Therefore, it is necessary to extend the contract to allow for the updates to occur. At such a time that the new HCM and ATS systems are implemented, Human Resources will conduct a review of assessment services offered by SHL.

**Impact on Residents and Businesses**

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

Approval of this recommendation will have no direct impact to residents or businesses.

**Contract History and Price Reasonableness**

In 2010, a solicitation of vendors was conducted. Only two vendors responded and PreVisor, Inc. (SHL's predecessor) was determined to be the most responsive bidder. The Board of Supervisors approved the agreement with Previsor 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 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). In June 2019, the Board approved an amendment to extend the agreement effective July 1, 2020 through June 30, 2020 (Minute Order 3.15 06/18/2019).

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 current expiring agreement's professional services fees for development and enhancement was \$32,100 for FY19/20. The proposed amendment includes professional services project credits in the amount of \$47,600 to provide for new testing requirements and assessments: \$32,100 for job analyses and ADA assessment builds and \$15,500 for an integration build with a new ATS if needed. The pricing for use of the unlimited test content and administration component of the agreement has increased by only 2.7% in FY20/21.

**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
FY19/20	\$268,410

**Proposed:**

FY20/21	\$275,726
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\*Total price includes \$15,500 in professional services related to integration work to be billed only if utilized.

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STATE OF CALIFORNIA**

**Previous Agenda Reference:**

07/13/2010	3.57
06/25/2013	3.18
07/01/2014	3.22
05/23/2017	3.32
06/18/2019	3.15

  
Teresa Summers, Director of Purchasing 6/11/2020

  
Douglas Cordonez Jr. 6/17/2020

  
Gregory H. Priamos, Director County Counsel 6/16/2020

COUNTY OF RIVERSIDE  
AMENDMENT NO. 7 TO THE AGREEMENT  
WITH  
SHL US LLC (Formerly SHL US INC.)

Original Contract Term:	July 1, 2010 through June 30, 2011, as extended through subsequent amendments to June 30, 2020
Contract Term Extended To:	June 30, 2021
Effective Date of Amendment:	July 1, 2020
Original Annual Maximum Contract Amount:	\$166,667 (FY2010/2011)
Amended Annual Maximum Contract Amount:	\$275,726

This Amendment No .7 to the Professional Service Agreement for Personal Computer (PC) and Web-Based Pre-Employment and Developmental Tests/Assessments Services (“Amendment No. 7”) is entered into by and between the County of Riverside (“COUNTY”), a political subdivision of the State of California, and SHL US LLC, a Delaware limited liability company (“CONTRACTOR”), sometimes collectively referred to as the “Parties”.

WHEREAS, the County of Riverside (“COUNTY”) and Previsor, Inc., SHL US LLC’s predecessor, first entered into the Professional Service Agreement for Personal Computer (PC) and Web-Based Pre-Employment and Developmental Tests/Assessments Services, effective as of July 13, 2010 (the “Agreement”) through June 30, 2011;

WHEREAS, the parties amended the Agreement a total of six (6) times to extend the term of the Agreement and to reflect the assignment of the Agreement to successor parties;

WHEREAS, the parties now desire to amend the Agreement for the seventh time to correctly reflect that the Agreement has been assigned to SHL US LLC, the successor entity (“SHL US”); and

WHEREAS, the parties desire to further amend the Agreement to extend the term of the Agreement for one (1) year through June 30, 2021 and to revise payment provisions.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and SHL US agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The parties acknowledge and agree that the Agreement has been assigned to SHL US, and accordingly, all terms of the Agreement, including all obligations and liabilities, shall remain in place and fully applicable to SHL US. All references in the Agreement to “CONTRACTOR” shall now be understood to refer to SHL US.
3. Section 18 of the Agreement is hereby amended to reflect that all correspondence and notices related to the Agreement shall be delivered to SHL US at the following address:

COUNTY OF RIVERSIDE  
AMENDMENT NO. 7 TO THE AGREEMENT  
WITH

SHL US LLC (Formerly SHL US INC.)

111 Washington Ave S, Suite 500

Minneapolis, MN 55401

Attn: Legal

4. Section 3.1 is deleted in its entirety and replaced with the following:

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 payment by COUNTY to CONTRACTOR shall not exceed \$275,726 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 product 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.

5. Exhibit B-3 (Payment Provisions) is deleted in its entirety and replaced with the Attached Exhibit B-4.
6. Capitalized Terms/Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this Amendment No. 7 shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.
7. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Amendment No. 7 and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this Amendment No. 7 or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.
8. Effective Date. This Amendment No. 7 shall not be binding or consummated until its approval by the Board of Supervisors of the County of Riverside, and fully executed by the Parties.

[SIGNATURES ON FOLLOWING PAGE]


COUNTY OF RIVERSIDE  
AMENDMENT NO. 7 TO THE AGREEMENT  
WITH  
SHL US LLC (Formerly SHL US INC.)

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: \_\_\_\_\_  
V. Manuel Perez, Chairman  
Board of Supervisors  
Dated: \_\_\_\_\_

By:   
Name: ALTUN RASMUSSEN  
Title: CHIEF REVENUE OFFICER  
Dated: JUNE 9, 2020

ATTEST:

Kecia R. Harper  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM

GREGORY P. PRIAMOS  
County Counsel


By: \_\_\_\_\_  
Deputy County Counsel


COUNTY OF RIVERSIDE  
AMENDMENT NO. 7 TO THE AGREEMENT  
WITH  
SHL US LLC (Formerly SHL US INC.)

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:   
V. Manuel Perez, Chairman  
Board of Supervisors  
Dated: JUN 23 2020

By:   
Name: ARTHUR RASSIM  
Title: CHIEF REVENUE OFFICER  
Dated: JUNE 9, 2020


ATTEST:

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM

GREGORY P. PRIAMOS  
County Counsel

By:   
Susanna Oh  
Deputy County Counsel



COUNTY OF RIVERSIDE  
AMENDMENT NO. 7 TO THE AGREEMENT  
WITH  
SHL US LLC (Formerly SHL US INC.)  
EXHIBIT B-4  
PAYMENT PROVISIONS

1.1 Pricing:

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

Subscription and Services Credit           \$275,726

**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 \$47,600 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.

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 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.

COUNTY OF RIVERSIDE  
AMENDMENT NO. 7 TO THE AGREEMENT  
WITH  
SHL US LLC (Formerly SHL US INC.)

1.3 Invoicing Schedule:

\$275,726 invoiced in July 2020

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



# RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

<b>H11 Number:</b>	PR2020-10104		
<b>Requested Purchase:</b>	RFP FOR WEB-BASED AUTOMOATED SCORING & COMPUTERIZED ASSESSMENTS		
<b>Department/Agency:</b>	Human Resources		
<b>Primary Contact/Phone:</b>	Mylene Daniels	<b>Alternate Contact/Phone:</b>	
<b>Purchase Request Type:</b>			
<b>Describe Requested Purchase:</b>	<p>Human Resources is looking to renew our current, or explore a new, web-based software that allows for the development, deliverance, and automated scoring of computerized assessments that has the ability to integrate with te County's applicant tracking system. Human Resources currently has a contract with SHL to provide these services, which expires in June of 2020. In addition to the platform, Human Resources is looking for a vendor that can provide professional services to assist in the development of assessments and provides legal defensibility for the use of exams, which our current vendor will no longer provide in 2021.</p> <p>SHL PRICE HISTORY: (Includes use of the platform and professional services)</p> <p>FY 10/11 \$166,667  FY 11/12 \$180,000  FY 12/13 \$198,000  FY 13/14 \$217,800  FY 14/15 \$220,000  FY 15/16 \$225,000  FY 16/17 \$230,000  FY 17/18 \$243,000  FY 18/19 \$247,991  FY 19/20 \$252,910</p>		
<b>Terms:</b>	<p>Is this a Multi Year Contract?: False</p> <p>Length of Contract:</p> <p>Start Date:</p> <p>End Date:</p> <p>Special Tems and Conditions:</p>		
<b>Business Needs Addressed:</b>	<p>The ability to utilize computerized assessments is an ideal cost-effective alternative to issuing paper and pencil proctored testing, which requires staff to be available to issue, score, and manually data enter the exams and exam results. Assessments have become an integral component to the selection process for many classifications across the County, particularly entry-level classifications that draw in a high volume of applicants. The predictive ability of pre-employment assessments also allows the County to make better selection decisions with limited resources.</p>		
<b>Are there other county systems that provide the same functionality?</b>	No		
<b>Business Criticality:</b>	Run the Business, Grow the Business		
<b>Business Impact:</b>	Support Current Operations, Reduce Expenses, Improve Customer Service, Improve Operational Efficiencies		

Current Cost itemization (Include all the year 1 cost)							
Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub_Total	Item Tax	Total Cost
AUTOMOATED SCORING & COMPUTERIZED ASSESSMENTS	Renewal	SHL	1	\$275,726.00	\$275,726.00		\$275,726.00
<b>Total:</b>							<b>\$275,726.00</b>

Annual Costs				
Item Description	Payment Type	Terms (in Years)	Payment amount	Total Annual Payments
<b>Total:</b>				

**Grand Total: \$275,726.00**



# RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

### Accounting String

To be completed for pass-thru purchases that will be processed by RCIT Only

%Billed	Accounts (6 digits)	Dept.ID (6 -10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)
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Department Head or Authorized Designee Signature: Brenda Diedrichs	Date: 3/31/2020 3:20 PM
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### RCIT Review (Standard purchases and renewals < \$25000) - Administrative Review Status

Recommended:	By:	Date:
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Denial Explanation:

### ACIO Review - ACIO Review Status

Recommended:	BY:	Date:
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Denial Explanation:

### CIO Review (Purchases and renewals >\$100K) CIO Review Status

Recommended: Yes	By: <i>[Signature]</i>	Date: 3/30/20
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Denial Explanation:

### TSOC Review (Purchases and renewals >\$100K) TSOC Review Status

Recommended: Yes	By: <i>[Signature]</i>	Date: 4/2/20
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Denial Explanation: