

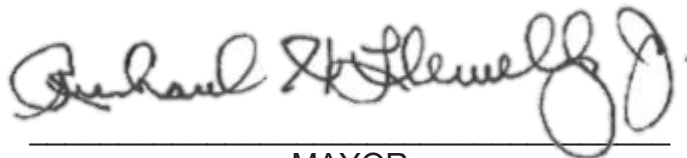
0150-10326-0005

T R A N S M I T T A L

TO The City Council	DATE 08/20/21	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

First Amended and Restated Agreement C-133329 with PSI Services LLC to provide remote test proctoring services for the administration of Civil Service examinations

Transmitted for your consideration. See the City Administrative Officer report attached. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a).



MAYOR
(Rich Llewellyn for)

MWS:RR:11220005t

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 07-20-21	C.D. No. All	CAO File No.: 0150-10326-0005				
Contracting Department/Bureau: Personnel Department		Contact: Sherry Cox (213) 473-9122 Michael Daco (213) 473-9195					
Reference: Personnel Department transmittal dated May 7, 2021; referred by Mayor for report on May 13, 2021.							
Purpose of Contract: To provide remote test proctoring services for the administration of Civil Service examinations							
Type of Contract: () New contract (X) Amendment, C-133329		Contract Term Dates: Previous: December 1, 2018 – November 30, 2021 Proposed: December 1, 2018 – November 30, 2023					
Contract/Amendment Amount: \$500,000							
Proposed amount \$0 + Prior award(s) \$500,000 = Total \$500,000							
Source of funds: General Fund, Contractual Services Account							
Name of Contractor: PSI Services LLC							
Address: 611 N. Brand Blvd., 10 th Floor, Glendale, CA 91203							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0%				14. CA Iran Contracting Act of 2010*			X

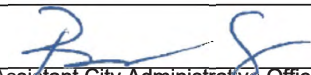
RECOMMENDATION

That the Council approve, and authorize the General Manager of the Personnel Department to execute, the First Amended and Restated Professional Services Agreement C-133329 with PSI Services LLC to (i) extend the term for a revised term effective December 1, 2018 through November 30, 2023, and (ii) maintain the expenditure authority at not to exceed \$500,000, subject to approval as to form by the City Attorney.

SUMMARY

In accordance with Executive Directive No. 3 (Villaraigosa Series), the Personnel Department (Department) requests approval to execute the proposed First Amended and Restated Agreement C-133329 (Agreement) with PSI Services LLC (Contractor). Approval of the proposed Agreement is necessary to continue providing remote test proctoring services for the administration of Civil Service examinations.

The current Agreement includes a term effective December 1, 2018 through November 30, 2021 with an expenditure authority not to exceed \$500,000. Approval of the proposed Agreement will (i) extend the term for a revised term effective December 1, 2018 through November 30, 2023, and (ii) maintain the expenditure authority at not to exceed \$500,000. Actual costs during the initial term of the contract

Robert Roth			
RR	Analyst	11220005	Assistant City Administrative Officer

through July 19, 2021 total \$208,832. The proposed Agreement includes a ratification clause to allow the Contractor to continue providing services prior to execution of the proposed Agreement.

The scope of work provided under the proposed Agreement includes:

- Integrating remote proctoring system with the City’s test delivery system;
- Providing on-demand online remote test proctoring services for examinees;
- Assigning trained proctors to verify the identity of examinees and to review all recorded tests;
- Providing various technical support to examinees;
- Performing all necessary steps to ensure the security, integrity, and confidentiality of all examination materials; and,
- Assigning auditing staff to re-review 10 percent of all video-recorded test sessions to ensure accuracy and consistency in the incidents reported.

Compensation for services provided are determined based on the length of time for an exam and the number of examinees for a test session. The following table summarizes the compensation rates under the Agreement:

Remote Proctoring			
Pricing per Test Appointment / Number of Examinees			
	1 - 4,999 Examinees	5,000 - 19,999 Examinees	20,000+ Examinees
1-Hour (or part thereof)	\$11.00	\$10.00	\$9.00
2-Hours (or part thereof)	\$13.00	\$12.00	\$11.00
3-Hours (or part thereof)	\$15.00	\$14.00	\$13.00
4-Hours (or part thereof)	\$17.00	\$16.00	\$15.00
5-Hours (or part thereof)	\$19.00	\$18.00	\$17.00

In 2018, the Department selected the Contractor based on a competitive process. The Contractor has complied with all applicable contracting requirements. In accordance with Charter Section 1022, the Personnel Department’s Contract Review Report indicates that City employees do not have expertise to perform the scope of work of this Agreement. In accordance with Los Angeles Administrative Code Section 10.5(a), City Council approval of the Agreement is required because the cumulative term exceeds three years. In accordance with Executive Directive No. 3 (Villaraigosa Series), the approval of the Mayor is required because the total compensation exceeds \$25,000.

FISCAL IMPACT STATEMENT

Funding is included in the 2021-22 Adopted Budget within the Personnel Department’s Contractual Services Account within the line item titled “Anytime/Anywhere Testing program,” which is budgeted \$300,000. There is no additional impact to the General Fund.

FINANCIAL POLICIES STATEMENT

As budgeted funds are available to support the proposed Agreement and expenditures in the current year, and future year expenditures are limited to the appropriation of funds, the recommendation of this report complies with the City’s Financial Policies.

**BOARD OF CIVIL SERVICE
COMMISSIONERS**

Room 360, PERSONNEL BUILDING

—
RAUL PEREZ
PRESIDENT

KARLA M. GOULD
VICE PRESIDENT

COMMISSIONERS:
JEANNE A. FUGATE
GUY LIPA
NANCY P. McCLELLAND

—
BRUCE E. WHIDDEN
COMMISSION EXECUTIVE DIRECTOR

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

PERSONNEL DEPARTMENT

PERSONNEL BUILDING
700 EAST TEMPLE STREET
LOS ANGELES, CA 90012

—
Wendy G. Macy
GENERAL MANAGER

May 7, 2021

Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

**Subject: REQUEST FOR REVIEW AND APPROVAL OF PROPOSED FIRST
AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT
(CONTRACT NO. C-133329) WITH PSI SERVICES LLC.**

In accordance with Executive Directive No. 3, attached for your review and approval is a draft First Amended and Restated Professional Services Agreement (Contract No. C-133329) between PSI Services LLC ("Contractor") and the City of Los Angeles Personnel Department ("City") to provide remote test proctoring services.

Background

The City required a contractor to provide remote test proctoring services and sought to identify qualified and experienced firms that could provide the requisite services and comply with the City's contracting requirements through the release of a Request for Qualifications ("RFQ") on July 18, 2017. The Contractor submitted a proposal on October 20, 2017.

On or about December 1, 2018, the City and the Contractor entered into City of Los Angeles Contract Number C-133329 ("Original Contract"), pursuant to which Contractor agreed, for consideration and upon the terms and conditions provided in the Original Contract, to perform the above-referenced work and furnish deliverables;

The City's Agreement with the Contractor is scheduled to expire on November 30, 2021 but the City has a continuing need to utilize the Contractor's professional services.

The City and the Contractor now wish to enter into this First Amended and Restated Agreement to extend the Contract for two additional years through November 30, 2023 and maintain the funding under the Original Agreement not to exceed \$500,000.

Contract Compliance

The Contractor's compliance documentation statuses are as follows:

Equal Benefits/First Source Hiring Ordinance affidavit is current.

Disclosure Ordinance affidavit is current.

Required insurance certificate is current.

The headquarters address for this Contractor is as follows:

PSI Services LLC
611 N. Brand Blvd., 10th floor,
Glendale, California 91203

The draft amended and restated agreement has been reviewed by the City Attorney as to form and language.

Fiscal Impact

Funding for the one-year extension of this agreement is budgeted in the Personnel Department's Contractual Services Account 3040.

Recommendation

That the General Manager of the Personnel Department, or designee, be authorized to execute a First Amended and Restated Professional Services Agreement for Contract No. C-133329 with PSI Services LLC to provide remote test proctoring services to extend the Contract for two additional years through November 30, 2023 and maintain the funding under the Original Agreement not to exceed \$500,000.

Council approval is required to execute this First Amended and Restated Professional Services Agreement for Contract No. C-133329. To expedite execution, we request that the Mayor's Office transmit the approved Agreement to the Office of the City Clerk so that this item can be considered by the City Council.

Please contact Michael Daco at (213) 473-9195 with any additional questions.



Wendy Macy
General Manager

Attachment

ec: Robert Roth, CAO

FIRST AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT

Contractor: PSI SERVICES LLC

Regarding: Remote Test Proctoring Services

Said Agreement is Number C-133329

**First Amended and Restated
Professional Services Agreement
PSI SERVICES LLC**

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ATTACHMENTS

- Attachment A – Standard Provisions for City Contracts (Rev. 10/17 [v.3])
- Attachment B – Scope of Work
- Attachment C – City of Los Angeles Confidentiality Agreement
- Attachment D – Fee Schedule
- Attachment E – System Requirements

**FIRST AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND PSI SERVICES LLC (C-133329)**

THIS FIRST AMENDED AND RESTATED AGREEMENT (Contract No. C-133329) is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, acting by and through its Personnel Department (“Department”) and PSI Services LLC (“Contractor”), a California corporation, with reference to the following:

RECITALS

1. City requires the services of a qualified organization to provide remote test proctoring services;
2. City, pursuant to Charter Section 1022, has determined that it does not have personnel available in its employ with sufficient time or the necessary expertise to undertake these specialized professional tasks in a timely manner, and it is therefore more feasible, economical, and in City’s best interest to secure these services by contract;
3. The services required are of an expert and technical nature and are temporary and occasional in character; therefore, competitive bidding under Charter Section 371 is neither practicable, nor advantageous, nor consistent with City’s interests;
4. City, pursuant to Charter Section 372, issued a Request for Qualifications (“RFQ”) on July 18, 2017, seeking qualified firms to provide remote test proctoring services and found Contractor satisfied the required qualifications and experience to provide the type of service required by City;
5. Contractor has represented that it has the necessary equipment and staff possessing sufficient knowledge, expertise, and experience required to provide the necessary services and is available and willing to perform the services required by City;
6. On or about December 1, 2018, City and Contractor entered into City of Los Angeles Contract Number C-133329 (“Original Contract”), pursuant to which Contractor agreed, for consideration and upon the terms and conditions provided in the Original Contract, to perform the above-referenced work and furnish deliverables;
7. City’s Agreement with Contractor is scheduled to expire on November 30, 2021;
8. City has a continuing need to utilize Contractor’s professional services; and
9. City and Contractor now wish to enter into this First Amended and Restated Agreement to extend the Contract for two additional years through November 30, 2023 and maintain the funding under the Original Agreement not to exceed \$500,000.

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby covenant, represent, and agree as follows:

ARTICLE A - INTRODUCTION

1. Representatives of the Parties and Service of Notices

1.1 The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications will be given are as follows:

1.1.1 The representative of City will be, unless otherwise stated in the Agreement:

Wendy G. Macy, General Manager
Personnel Department
700 E. Temple Street, Room 305
Los Angeles, California 90012

With copies to:

Tina Lee Rodriguez, Chief Personnel Analyst, and
Steve Rivera, Senior Personnel Analyst II, or
Jessica Didway, Senior Personnel Analyst I
Personnel Department, Selection Division
700 E. Temple Street, Room 320
Los Angeles, California 90012
tina.lee.rodriguez@lacity.org
steve.rivera@lacity.org
jessica.didway@lacity.org

1.1.2 The representative of Contractor will be:

Brad Kendall, Senior Vice President, Talent Measurement, or
Tennyson Collins, Director of Sales, Talent Measurement
PSI Services LLC
611 N. Brand Blvd., 10th floor,
Glendale, California 91203

1.2 Formal notices, demands, and communications required hereunder by either party will be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

1.3 If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice will be given, in accordance with Article I, within five (5) business days of said

change.

ARTICLE B - TERM AND SERVICES TO BE PROVIDED

1. Time of Performance. The term of this Agreement will commence on December 1, 2018 and will end on November 30, 2023, or at such time as all funding provided herein has been expended, whichever occurs first, subject to the termination provisions herein and availability of City budgeted funds.
2. Purpose. The purpose of Contractor's work under this Agreement is to assist and augment City's civil service test administration objectives by providing remote test proctoring services, as needed, by City. City will specifically identify the job classification(s) for which these services are to be provided.
3. Services to be Provided. As directed by City and mutually agreed to by the parties, Contractor agrees to provide remote test proctoring services, as set forth in **Attachment B, Scope of Work**, which is hereby incorporated into this Agreement by reference, and perform such other functions as further articulated in this Agreement.
4. Modifications. Any modifications in the terms and/or conditions of this Agreement shall require the execution of an amendment, approved and signed by an authorized representative of both City and Contractor. If Contractor performs any modification without a written amendment, City shall neither pay for, nor be obligated to accept said modification.

ARTICLE C - DATA SECURITY AND PRIVACY

1. Data Ownership. As between the parties, City is the sole and exclusive owner of all data and information provided to Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor as outlined within this Agreement and corresponding Attachments ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement. Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against or to City Data. City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City's benefit.

The provisions of this Section survive expiration or termination of this Agreement.

2. Data Protection

2.1 Contractor shall use best efforts, but in no event less than information security industry standard protections, to prevent unauthorized use, disclosure, or exposure of City Data. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of City Data.

2.2 Contractor shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of City Data. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed standard of care and not less stringent than the measures Contractor applies to Contractor's own personal data and non-public data of similar kind.

2.3 Unless otherwise expressly agreed to by City in writing, Contractor shall encrypt all City Data at rest and in transit and limit access to only those individuals whose access is essential for performance of the services contemplated by this Agreement.

2.4 At no time may any content or City processes be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction that does not include City.

3. Compliance with Privacy Laws. Contractor shall ensure that Contractor's performance of Contractor's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to compliance.

4. Confidential Information. Contractor understands that all original material, whether written or readable by machine, including written or recorded data, documents, graphic displays, reports, and other documentation or other materials which contain information relating to Contractor's performance hereunder are considered confidential property of City. Contractor understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, contractors or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, nor other materials except as provided herein or as authorized, in writing, by City's representative. This section shall remain in effect after the termination of this Agreement until such time as the Confidential Information has been released by City. Contractor must submit a signed copy of the **City of Los Angeles Confidentiality Agreement**, that is attached hereto as **Attachment C**, and incorporated herein, and require it from each subcontractor. The provisions of this subsection shall survive expiration or termination of this Agreement.

5. Provision of Data. At any time during the term of this Agreement, at City's written request, Contractor shall instruct all of its employees and subcontractors to, promptly return to City all copies, whether in written, electronic, or other form of media, City Data in its possession, or securely dispose of all such copies, and certify in writing to City that such City Data has been returned to City or disposed of securely. Contractor shall comply with all reasonable directions provided by City with respect to the return to or disposal of City Data. Contractor's obligations to retain City Data following (1) final payment made by City, (2) the expiration of this Agreement, or (3) the termination of this Agreement, are governed Section PSC-16 of **ATTACHMENT A, Standard Provisions for City Contracts**. After CONTRACTOR has retained City Data for the period(s) specified by PSC-16 of **ATTACHMENT A, Standard Provisions for City Contract** ("Retention Period"), Contractor shall securely dispose of all City Data, and certify in writing to CITY, within 30 days of the expiration of Retention Period, that City Data has been securely disposed of.
6. Data, Development, and Access-Point Location. Contractor shall provide its hosting services to City and its end users solely from data centers in the continental United States of America. Storage of Content at rest shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor may permit its personnel and contractors to access City Data remotely only as required to provide technical support. Contractor shall neither access, nor allow a third-party access to the systems from any location outside of the continental United States of America. Contractor shall not provide any services under this Agreement from a location outside of the continental United States of America, absent receipt of City's express approval.
7. Data Breach. Contractor shall protect City Data using the most secure means and technology that is commercially available. Contractor shall notify City as soon as reasonably feasible, but in any event, within forty-eight hours, in writing of Contractor's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to City's satisfaction. Contractor, at its own cost, shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. At City's sole discretion, City and/or its authorized agents shall have the right to lead or participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement. To the extent notification to individuals impacted by a Data Breach or Security Incident is required by law or directed by City, Contractor shall be responsible for the cost of providing such notifications. City shall have final approval of any notification. In the event that City offers credit monitoring services to individuals impacted by a Data Breach or Security Incident, Contractor shall be responsible for the cost of such services.

7.1 Data Breach Liability. If City is subject to liability for any Data Breach or Security

Incident, Contractor shall fully indemnify and hold harmless City and defend against any resulting actions.

8. Firewalls and Access Controls

8.1 Access Precautions. Contractor shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:

8.1.1 Prevent anyone other than City, Contractor, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;

8.1.2 Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and

8.1.3 Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City personnel.

8.2 Security Best Practices. Contractor shall implement the following security best practices with respect to any service provided:

8.2.1 Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.

8.2.2 Separation of Duties: Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.

8.2.3 Role-Based Security: Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.

8.3 Access Restrictions. Contractor shall restrict the use of, and access to, administrative credentials for City accounts and Contractor's systems to only those of Contractor's employees and other agents whose access is essential for the purpose of providing the services of this Agreement. Contractor shall require these personnel to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor will implement any City request to revoke or modify user access with twenty-four (24) hours or the next business day of City's request.

8.4 City shall have access to Contractor's system and shall be responsible for restricting the use of, and access to, administrative credentials to only those City employees whose access is essential for the purpose of providing services of this Agreement. These controls shall allow City to promptly revoke or change access, as applicable.

Contractor's password level will be set to 'High'. Under this level, Contractor's system will temporarily suspend user accounts after at most three (3) consecutive invalid authentication attempts. After a designated period of time or with assistance from an administrator with appropriate permissions, the suspended account will automatically be available for use.

9. Right of Audit by City. Without limiting any other audit rights of City, City may review and audit Contractor's data privacy and data security program prior to the commencement of this Agreement and thereafter within thirty (30) days of City's request. For the avoidance of doubt, this does not allow City access to any Contractor's systems. In lieu of an on-site audit, at City's discretion and upon request by City, Contractor agrees to complete, within thirty (30) days of receipt, an audit questionnaire provided by the City regarding Contractor's data privacy and information security program.
10. Change in Service. Contractor shall notify City of any changes, enhancement, and upgrades to Contractor's systems, or changes in other related software services, as applicable, which can impact the security of the services.

ARTICLE D - GENERAL TERMS AND CONDITIONS

1.1 Deliverables

1.1.1 Contractor understands and agrees that it may not make any financial commitment on behalf of City, incur any cost or expense on behalf of City, or obligate City to make payments for any costs or expenses, unless authorized in the approved work plans.

1.1.2 Contractor must provide all deliverables to City in both hard copy (final or camera-ready copy) and editable electronic format.

1.2 Payment Terms

1.2.1 City's total obligation under this Agreement shall not exceed \$500,000 for the term of this Agreement for complete and satisfactory performance of the terms of this Agreement as provided in **Attachment D, Fee Schedule**. Total compensation for the period beginning on December 1, 2021 and ending on November 30, 2022 shall not exceed \$163,000. Total compensation for the period beginning on December 1, 2022 and ending on November 30, 2023 shall not exceed \$163,000.

1.3 Invoicing

1.3.1 Invoices must be submitted to:

Tina Lee Rodriguez, Chief Personnel Analyst, and
Steve Rivera, Senior Personnel Analyst II or
Jessica Didway, Senior Personnel Analyst I
Personnel Department, Selection Division
700 E. Temple St., Room 320
Los Angeles, California 90012
tina.lee.rodriguez@lacity.org
steve.rivera@lacity.org
jessica.didway@lacity.org

- 1.3.2 If indicated on the written work order, invoices shall be submitted to the specified City Department for payment of remote test proctoring services rendered under this Agreement.
- 1.3.3 To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.
- 1.3.4 Contractor shall submit invoices that conform to City standards and include, at a minimum, the following information:
 - i. Name and address of Contractor
 - ii. Name and address of City department being billed
 - iii. Date of invoice and date service was completed
 - iv. Agreement number or authority (purchase order) number
 - v. Description of completed task
 - vi. Rate per hour, number of examinees tested and total due
 - vii. Certification by a duly authorized officer
 - viii. Discount and terms (if applicable)
 - ix. Remittance Address (if different from Contractor's address)
- 1.3.5 All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices must be submitted within 30 days of service, or monthly, and will be payable to Contractor no later than 30 days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by City's Fiscal Officer. Notwithstanding the foregoing, City shall not be responsible for, and Contractor waives the right to seek, any late fees, late charges, penalties, and/or interest.
- 1.3.6 Invoices and supporting documentation must be prepared at the sole expense and responsibility of Contractor. City shall not compensate Contractor for costs incurred in invoice preparation. City may request, in writing, changes to the content and format of

the invoice and supporting documentation at any time. City reserves the right to request additional supporting documentation to substantiate costs at any time.

1.3.7 Subcontractors' Requirements. Tasks that are completed by subcontractors must be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

1.3.8 ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

2. Contractor's Personnel/Subcontractors

2.1 Contractor may utilize subcontractors to assist in performance of this Agreement. Notwithstanding the fact that Contractor may utilize subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. City has the right to approve Contractor's subcontractors and City reserves the right to request replacement of a subcontractor. City does not have any obligation to pay subcontractors and nothing herein creates any privity between City and the subcontractors. Nothing herein is intended to create any third party beneficiary of this Agreement.

ARTICLE E - MISCELLANEOUS

1. Standard Provisions for City Contracts. Contractor agrees to, and shall comply with the **Standard Provisions for City Contracts (Rev. 10/17 [v.3])**, which are attached hereto as **Attachment A** and made a part hereof as though fully set forth herein.
2. Disclosure of Border Wall Contracting. Contractor shall comply with Los Angeles Administrative Code (LAAC) Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.
3. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses. Contractor represents and warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in Contractor's profession, doing the same or similar work, under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform the services described herein.
4. Compliance with Statutes and Regulations. Contractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles.

Contractor shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

5. Amendments to Agreement. Any changes in the terms of this Agreement, including changes in the services to be performed by Contractor, extension of the term, and any increase or decrease in pricing, must be incorporated into this Agreement by a written amendment properly executed by both parties.
6. Ambiguity. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.
7. Ratification Language. Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.
8. Non-exclusive Agreement. Contractor understands and agrees that this is a non-exclusive Agreement to provide services to City and that City has entered into contracts with other contractors and will continue to do so. City may terminate this Agreement and use any of the contractors with whom City has current or future contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.
9. Entire Agreement. This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. The parties acknowledge that they have read and understood this Agreement and had an opportunity to consult with counsel of their choosing.
10. Order of Precedence. In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this First Amended and Restated Agreement take precedence, followed by **Attachment A, Standard Provisions for City Contracts (Rev. 10/17 [v.3])**, followed by the provisions in the body of the Original Agreement, followed by any other exhibits or attachments to this Agreement.

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

(Signature Page to Follow)

IN WITNESS THEREOF, the parties hereto have caused this First Amended and Restated Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

By: _____
WENDY G. MACY
General Manager,
Personnel Department

Date: _____

PSI SERVICES LLC*

By: _____
PAUL DEAN
Chief Financial Officer

Date: _____

PSI SERVICES LLC*

By: _____
PETER CELESTE
President

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
BRENT NICHOLS
Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

* Approved Signature Methods:

- 1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

City Business License Number: _____
Internal Revenue Service Taxpayer Identification Number: _____
Agreement Number: C-133329

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: PSI Services LLC

Date: 01/09/2015

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability _____ \$1,000,000

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

____ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

____ **Pollution Liability** _____

____ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

____ **Crime Insurance** _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of this Agreement must adhere to the financial responsibility laws of the State of California.

**First Amended and Restated
Professional Services Agreement
PSI Services LLC**

Attachment B – Scope of Work

1. Integration

A. Contractor shall:

1. Provide City with a record and review remote proctoring system that is fully integrated with the test delivery system currently used by City. In the event City makes any material changes to the test delivery system, the project scope may change and the parties shall work to amend the same.

2. Record and Review Remote Proctoring

A. Contractor shall:

1. Provide on-demand online remote test proctoring services that can be accessed by examinees, anytime (24/7) within City designated test dates. The test delivery system used by City shall generate a unique test code that is linked to the examinee's City applicant profile and allows one time access to the authorized test within City designated test dates, unless otherwise determined by City. This information shall be communicated to Contractor's remote test proctoring system, via the integration, so that when the examinee enters their unique test code, Contractor's system will recognize the examinee and allow them to take the authorized test while being recorded.
2. Provide City with a generic hyperlink which directs examinees to Contractor's website to download Contractor's software in order to take the online remote proctored test. City shall provide examinees with the generic hyperlink and their unique test code prior to or on the first date that examinees can take the test for a specific examination. Upon clicking the hyperlink, examinees shall be required to:
 - i. Safely and securely download and run Contractor's software.
 - ii. Complete a microphone check to ensure that the device is active and not muted.
 - iii. Enter the unique test code and verify that the test information is correct.
 - iv. Exit programs that Contractor's software prohibits from running during the test.
 - v. Safely and securely take a picture of their valid identification card using their web cam.

- vi. Scan their test environment, using their web cam, to demonstrate that there are no other individuals, or unauthorized materials on or under the examinee's desk/table or in the room.
 - vii. Take a digital head shot using their web cam.
 - viii. Access and take the test.
3. Assign trained and experienced proctors to review each examinee's previously recorded scan of their test environment to ensure that:
 - i. The testing area was in compliance with the testing conditions required by City (i.e. no one else in the room during the test, test location is not in a public space, etc.).
 - ii. No unauthorized materials were in the testing area during the test (i.e. books, magazines, literature, cell phones, other electronic devices, etc.).
 - iii. Materials allowed by City, and used by examinees during the test met City requirements (i.e. scratch paper, calculator).
4. Assign trained and experienced proctors to examine each examinee's head shot and digital picture of their valid State or Federal issued photo identification card to verify examinee identity.
5. Assign trained and experienced proctors to review all examinees' previously recorded test sessions in their entirety, including the visual, audio, and desktop aspects of the examinees' test and testing environment to ensure test security. Proctors shall label the video as clean or suspicious depending on if the examinee's identity can be confirmed and/or if the examinee violates any of the testing conditions, attempts to cheat, or exhibits suspicious behavior during the administration of the test. If an examinee's video recorded test session is labeled as suspicious, proctors shall mark the specific time that the violation occurred within the video and add a comment to explain the reported incident. Proctors shall adhere to test requirements as established by City to make such determinations.
6. Send a unique URL to the examinee's City applicant profile, via the integration, which shall be used by City staff to access and review the examinee's side by side synchronized video recorded test session of the examinee's computer screen and web cam recording of the examinee as they are taking the test. The unique URL's for all examinees that completed the remote proctored test online during City designated test dates shall be sent no later than 5 business days after the last date that examinees were able to take the test for a specific examination. However, if an examinee is approved by City to take the test on a date that is not within City designated test dates, then Contractor shall provide the unique URL for the examinee 5 business days after the examinee completes the test. The unique URL containing the examinee's video recording shall include audio data, the picture of the examinee, a picture of their valid State or Federal issued photo identification card, and the proctor's findings. After review of the video recordings, City shall have the sole responsibility for determining if an examinee who violates any of the testing conditions should be disqualified from the examination.

3. Other Services Related to Remote Test Proctoring

A. Contractor shall:

1. Provide services under strict confidentiality standards. To the extent permitted by the California Public Records Act (GOVT. CODE §§ 6250 – 6276.48), Contractor shall keep all materials and data provided to City or collected or received from City and its employees secure and confidential, as provided in the **City of Los Angeles Confidentiality Agreement**, that is attached hereto as **Attachment C**, and incorporated herein.
2. Provide remote test proctoring services as defined in a written work order, that can be used for the enhancement of City's civil service testing process and conform to City standards, including Rules of the Board of Civil Service Commissioners, Los Angeles City Charter, Personnel Department Policies and Personnel Department Procedures. Contractor shall incorporate or exclude specific procedures as requested by City to ensure that services provided by Contractor meet City standards.
3. Provide City with hyperlinks which shall be included in the notices sent to examinees, through e-mail, by City in order to direct examinees to the following:
 - a. a webpage containing information about the specific system requirements and hardware required to take the online remote proctored test so that examinees can determine if they have a computer that meets the system requirements necessary to take the test online during City designated test dates, or if they should schedule to take the test at a City designated test facility.
 - b. a webpage containing videos and guides with step by step instructions for taking the online remote proctored test, so that examinees can become familiarized with Contractor's remote test proctoring system.
 - c. a practice test that simulates the exact steps required to take an online remote proctored City test, including installing Contractor's software after reading through and agreeing to the terms and conditions, completing a microphone check, entering a test code, conducting a scan of the test environment, and taking a digital head shot.
4. Provide proctors with City instructions for approved accommodation requests in advance of reviewing the examinee's video recorded test session, including but not limited to accommodation requests which allow the examinee additional time to complete the test and/or allow the examinee to stand up periodically, use a calculator or other approved electronic device, and/or access a specific computer program during the test. Contractor shall ensure that the accommodation is handled in accordance with City's instructions and with the Americans with Disabilities Act (ADA). Examinees requesting a special accommodation that cannot be appropriately addressed through remote proctoring shall be scheduled by City to take the test at a City facility.

5. Provide a remote test proctoring system that does not restrict the length of time that the test can be administered or the number of examinees that can concurrently complete a test on a single day or over the course of a designated time period.
6. Contractor shall only have access to the following information: exam name, date, duration, examinee's first and last name, e-mail address, and video data. Contractor shall encrypt and upload the information using the secure http protocol (https) and shall store the information on two separate servers for security. Specifically, examinees video data and proctoring results shall be stored on Amazon S3's secure cloud based server while all other information related to the examinee and exam shall be stored on Hostway's secure cloud based server. All test content is City property. Contractor shall not share, distribute, publish, display or reproduce this information in any form.
7. Store synchronized video recordings of examinee's test sessions on Amazon S3's secure cloud based server for up to 150 days from the first date that examinees were able to take the test for a specific examination, including incident reports, audio data, and examinee authentication checks, including examinee's picture and a picture of their photo identification card. During this time, City shall have access to review and/or download the video files; however, they shall remain on Contractor's system and shall be deleted and no longer accessible by City after 150 days. City shall download and store the video files on a secure City server prior to the date that Contractor's system is scheduled to delete the files in order to retain access to the examinees video recorded test sessions.
8. Provide technical support for examinees experiencing difficulty accessing or taking the remote proctored test. This service shall be available 24-hours for 365 days of the year via phone or live chat (can be accessed via Contractor's Support Portal or while in Contractor's software).
9. Provide City with a hyperlink that directs examinees to a self-help webpage containing step-by-step instructions for troubleshooting common issues experienced by test takers and real time updates informing examinees of any major issues that may impact their ability to take the online remote proctored test, such as Contractor's software not supporting a specific operating system, which is typically supported. City shall include the hyperlink in the notice sent to examinees in advance of the test dates.
10. Provide technical support staff capable of retrieving information, upon request by City, regarding a technical issue experienced and reported to City by an examinee who was taking a record and review remote proctored test, including information related to the source of the issue. City shall review this information and have the sole responsibility of determining and notifying the examinee if they will be allowed to re-enter the test. If City allows the examinee to re-enter the test, City shall enable the test delivery system to allow for this request, which shall communicate this information to Contractor's remote test proctoring system via the integration, so that the

examinee can re-enter the test and be recorded. Upon re-entering the test, Contractor's remote test proctoring system shall require that examinees conduct a scan of their test environment, take a digital head shot and picture of their valid State or Federal issued photo identification card to verify examinee identity and ensure test security.

11. City shall have direct access to Contractor's Support Center portal to view examinee support tickets which shall provide information such as the date/time of the incident, examinee's information, issue and resolution. Contractor shall provide support ticket and telephone reports on a weekly basis upon request by City. If an examinee contacts City regarding a technical issue experienced while taking a record and review remote proctored test, then City shall use the information obtained from these two resources to determine if the examinee should be allowed to re-enter the test. If City allows the examinee to re-enter the test, City shall notify the examinee and enable the test delivery system to allow for this request, which shall communicate this information to Contractor's remote test proctoring system via the integration, so that the examinee can re-enter the test and be recorded. Upon re-entering the test, Contractor's remote test proctoring system shall require that examinees conduct a scan of their test environment, take a digital head shot and picture of their Valid State or Federal issued photo identification card to verify examinee identity and ensure test security.
12. Contractor shall provide support for City staff in the form of an email address (distribution list), and shall respond to City inquires within one to three business days depending on the urgency of the request and the amount or type of information requested.
13. Require proctors to complete Contractor's training program and certification exam prior to reviewing City tests to ensure proctors can correctly verify examinee identification and identify incidents of cheating, violations of testing conditions, and/or suspicious activity, and can establish a consistent, secure environment for each test session. Proctors are required to become re-certified every six months.
14. Take necessary steps to ensure the security, integrity, and confidentiality of all examination materials by:
 - i. Requiring that all proctors sign, at the time of hire, vendor's affidavit of confidentiality, containing provisions to protect City data regarding examining.
 - ii. Prohibiting proctors from using their cell phones and/or any other electronic devices while reviewing video recorded test sessions. Proctors shall be required to place such devices in their employee lockers prior to entering the production floor, and shall be monitored by closed circuited TVs and supervisors walking around the production floor.
 - iii. Prohibiting proctors from reviewing video recorded test sessions for tests they plan to take. Proctors shall be required to immediately report this information to their supervisor to ensure

they are not given such assignments.

- iv. Prohibiting proctors from reviewing video recorded test sessions if they have a friend or family member who plans to take the test. Proctors shall be required to immediately report this information to their supervisor to ensure they are not given such assignments.
- v. Prohibiting proctors from reviewing examinees recorded test sessions at a location other than a Contractor facility.
- vi. Prohibiting proctors from navigating away from the remote test proctoring system and using computer software, applications, or programs to record examinees test sessions or document test content. Proctors computers shall have desktop monitoring software installed, so that the proctor's computer activity can be monitored in real-time and recorded for review by designated staff.

15. Contractor shall notify City and take immediate corrective action, up to and including suspension and termination, if a proctor violates any of conditions stated above.

16. Assign auditing staff to randomly re-review 10% of all video recorded test sessions of examinees taking City tests to ensure accuracy and consistency in the incidents reported. If any violation, incident of cheating, or issue with the examinee's identification were not flagged by the proctor reviewing the test session, then the auditor shall be responsible for communicating this information to the proctor for training purposes. If the proctor continues to not report such incidents, then Contractor shall not assign the proctor to review City tests.

**First Amended and Restated
Professional Services Agreement
PSI Services LLC**

Attachment C – City of Los Angeles Confidentiality Agreement

I _____, (hereinafter referred to as “Contractor”), have entered into a contract (hereinafter referred to as the “Agreement”) with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as “City”).

I will provide temporary services to City and as part of these services I will have access to confidential information. “Confidential Information” includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by City pursuant to the Agreement or this Confidential Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree to use Confidential Information solely in connection with providing services to City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by City.

I agree to promptly notify City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. I agree to use the same standard of care to protect City’s Confidential Information as I use to protect my own confidential and proprietary information, but not less than a reasonable standard.

**First Amended and Restated
Professional Services Agreement
PSI Services LLC**

Attachment D – Fee Schedule

Contractor shall meet with City management or designated staff to identify the specific job classification(s) for which Contractor shall provide remote test proctoring services. City shall pay Contractor upon the completion of the services agreed to be provided by Contractor and described herein.

A. Payment Schedule and Cost Specifications

1. The specific costs for Contractor-provided remote test proctoring services shall be identified in a written work order issued for each job classification. The written work order shall include the scope of services to be provided, as follows:
 - a. Job classification of the test that shall be proctored and administered online.
 - b. Type of remote test proctoring service requested for the specific job classification (Record and Review Remote Proctoring).
 - c. Date(s) that the test shall be administered.
 - d. Type of test instrument that shall be administered.
 - e. Time allowed for examinees to complete the test.
 - f. Number of examinees that shall be invited to take the test.
 - g. Target dates for all other deliverable items, including video footage of examinees' test sessions and incident reports.

2. Within seven (7) days of the issuance of a written work order, Contractor shall provide, in writing, a project timeline listing milestones and their time for completion.

3. There shall be no minimum number of job classifications for which tests shall be administered using Contractor-provided remote test proctoring services; the level of service shall be determined by City. Listed below are standard costs for a menu of services to be included in the test administration services provided by Contractor. The specific costs shall vary depending on the scope of service and associated labor of services identified in the written work order.

B. Cost

1. Proctoring

a. Record and Review Remote Proctoring

Record & Review Remote Proctoring			
Pricing per Test Appointment/# of Examinees			
	1 - 4,999	5,000-19,999	20,000+
1-Hour (or part thereof)	\$11.00	\$10.00	\$9.00
2-Hours (or part thereof)	\$13.00	\$12.00	\$11.00
3-Hours (or part thereof)	\$15.00	\$14.00	\$13.00
4-Hours (or part thereof)	\$17.00	\$16.00	\$15.00
5-Hours (or part thereof)	\$19.00	\$18.00	\$17.00

1. City shall be charged the full seat time rate for each eligible examinee whose test session is recorded using Contractor's Record and Review remote proctoring system regardless of if they complete the entire test or use the full amount of time allotted to take the test.
2. City shall not be charged for any eligible examinee that does not take the record and review remote proctored test within City designated test dates.
3. City shall not be charged for any eligible examinee that completes the authentication check, but does not take the record and review remote proctored test within City designated test dates.
4. City shall not be charged for examinees who attempt to take a record and review remote proctored test if their computer does not meet Contractor's system requirements. In this instance, the examinee shall be allowed to take the test on a different date and time within City designated test dates using a computer that meets Contractor's system requirements. Examinees shall not be required to contact City or Contractor, as the remote proctoring system shall automatically allow the examinee to take the test. City shall only be charged the full seat time rate once the examinee successfully takes the remote proctored test.
5. If an examinee experiences a technical issue while in the midst of testing and is allowed to re-enter the test, as determined by City, then City shall only be charged the seat time rate for one test session.
6. Fees for additional appointment times not listed above shall be negotiated and agreed upon by City and Contractor prior to the first test date of the examination requiring such appointment time.

Contractor's test administration fees are determined by length of appointment, including test time and breaks.

7. The associated costs for approved accommodation requests are as follows:
 - i. City shall not be charged additional fees for examinees that are allowed to stand up periodically, use a calculator or other approved device, or access a specific computer program during the test.
 - ii. If an examinee is allowed additional time to take the test then City shall be charged the associated seat time rate in accordance with the rates listed above. Fees for additional appointment times not listed above shall be negotiated and agreed upon by City and Contractor prior to the date that the examinee has access to take the remote proctored test for a specific examination.
 - iii. City and Contractor shall determine an agreed upon cost for any accommodation not stated in this Agreement prior to the examinee having access to take the remote proctored test. The agreed upon cost shall be included in the written work order for the specific examination that the examinee is eligible to take.

2. Annual Maintenance

- a. City shall be required to pay an annual fee of \$2,500 for account support and maintenance for Contractor's Record and Review remote proctoring system. Contractor shall provide this service on an annual basis for the duration of the Agreement, starting October 2019.

**First Amended and Restated
Professional Services Agreement
PSI Services LLC**

Attachment E – System Requirements

Below are the system requirements that must be met by all City examinees to ensure Contractor can deliver remote proctoring services.

1. Remote Proctoring System Requirements

- a. Examinees invited to take an online remote proctored test shall take the test using a computer with a webcam, microphone, and reliable internet connection.
- b. Examinees shall not take the test using a tablet, hybrid device, mobile device or an external camera on a MAC computer, as these devices are not supported by Contractor’s Record or Review remote proctoring system.

2. Record and Review Remote Proctoring System

- a. RPNOW v4.x

Operating System	Connection Speed	Date and Time	Other
Windows 8.1, 10	Minimum 300kb/s upload speed^ Satellite and Dial-up connections are not supported	Accurate for your local time zone	
MAC 10.14, 10.15, 11	Minimum 300kb/s upload speed^ Satellite and Dial-up connections are not supported	Accurate for your local time zone	Windows OS not supported on MAC