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GENERAL MANAGER

2014 DEC 17 PM 3:40  
 CITY ADMINISTRATIVE OFFICER  
 2014 DEC 23 AM 11:30  
 CITY ADMINISTRATIVE OFFICER

December 11, 2014

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

Attention: Mandy Morales

**REVIEW OF PROPOSED PERSONAL SERVICES CONTRACT AND AMENDMENT**

As required by Executive Directive No. 3, the Personnel Department requests approval of the attached proposed contract and amendment.

	Vendor Name	Description of Goods/Service Provided	Term	Funding Source	Reason for Contract
1	PSI Services LLC	Provide Civil Service Testing.	December 1, 2014 - November 30, 2015	Budget: Account 3040	To develop and sustain the City's workforce.
2	Ventiv Technology, Inc. (formerly Aon eSolutions, Inc.)	Provide an integrated system to manage employee workers' compensation claims for the City.	September 2, 2014 - June 29, 2017	Budget: Account 3040	To change Aon eSolutions' name to Ventiv Technology and to transfer all of Aon's contractual rights and obligations accordingly.

PSI Services, Inc. was selected from a Request for Proposal released on April 8, 2014. The City received three proposals, two of which were deemed compliant with City requirements. The selection committee was comprised of executive staff from Personnel Department's Selection Division. PSI was selected because this company offered the services needed by the City at the best price. The projected scope of services includes provision of test validation services, test development, test administration, job analysis and provision of a relevant library of tests. The obligation under this Agreement will be identified within a written work order issued for each classification for which the Contractor develops a test and/or provides services. City Council approval is not required as the term does not exceed three years.

Aon eSolutions, Inc. was recently acquired by Symphony Technology Group and changed its name to Ventiv Technology, Inc. Ventiv will assume all contractual rights and obligations related to Aon's provision of the integrated system used to manage the City of Los Angeles employee workers' compensation claims. City Council approval is not required as the service term and fiscal obligations have not changed.

**FIRST AMENDMENT TO CONTRACT NO. C-120638  
BETWEEN THE CITY OF LOS ANGELES AND VENTIV TECHNOLOGY, INC.  
(FORMERLY KNOWN AS AON eSOLUTIONS, INC.)**

This **FIRST AMENDMENT** to City Contract No. C-120638 between the City of Los Angeles, a municipal corporation acting through its Personnel Department (hereinafter referred to as "**CITY**"), and Ventiv Technology, Inc., a California corporation, formerly known as Aon eSolutions, Inc. (hereinafter referred to as "**CONTRACTOR**"), is entered into with reference to the following:

RECITALS

1. Effective June 30, 2012, the **CITY** and **CONTRACTOR** entered into Contract No. C-120638, wherein the **CONTRACTOR** agreed to provide an integrated system to manage workers' compensation claims for the **CITY**;
2. On August 29, 2014 Aon eSolutions was acquired by Symphony Technology Group, a private equity firm, and on September 2, 2014, Aon eSolutions, Inc. changed its name to Ventiv Technology, Inc. Ventiv Technology, Inc. will assume all rights and obligations of Aon eSolutions, Inc.;
3. Ventiv Technology, Inc. is the sole contracting party, as a result of the aforementioned purchase;

**NOW, THEREFORE**, in consideration of the promises, and of the terms, covenants and conditions set forth herein and in Contract No. C-120638, the parties hereto covenant, agree and represent as follows:

1. Aon eSolutions, Inc. is now conducting business as Ventiv Technology, Inc.
2. Except as amended by this First Amendment, all other provisions of Contract No. C-120638 will remain in full force and effect.
3. In the event of any inconsistency between the provisions of this First Amendment and the attachments hereto, the inconsistency shall be resolved by giving precedence to the documents in the following order:
  - A. Paragraphs set forth in the body of this First Amendment.
  - B. Paragraphs set forth in the body of Contract No. C-120638
  - C. Attachment A: Standard Provisions for City Contracts (Rev. 3/09)
  - D. Exhibit 1: Fee Schedule and Cost Provisions
  - E. Exhibit 2: Statement of Work
  - F. Exhibit 3: Project Task and Timeline
  - G. Exhibit 4: Software Maintenance and Support Agreement
  - H. Exhibit 5: System Functional Requirements
  - I. Exhibit 6: Hosting Terms
  - J. Attachment B: Contractors Guidelines

**IN WITNESS THEREOF**, the parties hereto have caused this First Amendment to be executed by their respective duly authorized representatives on the dates indicated.

**CITY OF LOS ANGELES**

By: \_\_\_\_\_  
**WENDY G. MACY**  
General Manager  
Personnel Department

Date: \_\_\_\_\_

**VENTIV TECHNOLOGY, INC. FORMERLY KNOWN AS AON eSOLUTIONS, INC.\***

By: \_\_\_\_\_  
Doug Wilson, Global Director of Administration  
And Operations

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Nicholas Pessimisis, Chief Financial Officer

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**  
**MICHAEL N. FEUER**, City Attorney

By: \_\_\_\_\_  
Daniel Kreinbring  
Deputy City Attorney

Date: \_\_\_\_\_

**ATTESTED:**  
**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 68-0331363

Agreement Number C-120638