

To: Stephanie Hess, Esq., The Ohio Supreme Court

From: XXX YYY, College Testing Services

Date: July 27, 2016

Re: Proposal to Convert the Current SCO Paper/Pencil Written Exam to an Internet-based Exam

College Testing Services of XXXXXXXXX College is very pleased to propose a partnership with the Supreme Court of Ohio. This partnership is focused on Phase 1: converting its Paper/Pencil Written Exam to an Internet-based Exam as part of its Foreign Language Interpreter Credentialing Program. Below are the specifics of this proposal to perform this work. The costs would be borne by the Court.

#### One-Time Charge (\$8,400.00)

\$1,400.00 – **Account Setup/Training Package** which includes: Building Private Label, Configure Admins,
Create Security settings and groups, Configuration of Workflow for candidate payment &
scheduling process, Set up of custom resource pool in the scheduling platform to only use CSCC
locations, Platform and Billing configurations needed to set up candidate payment & amount,
and Administrator Training of the system/process/platform

\$7,000.00 – **Exam Configuration Conversion** (2 separate exam versions @ \$3,500) which includes: Product engineer/developer building of 2 exams and 2 reports

#### Annual/Recurring Fee

\$1,750.00 – **Performance Assessment Network Platform Account Subscription** – The Cost for Provider's Professional Subscription

Service Level which includes: Workflow, Proctored Scheduling, Candidate payment, Multiple Administrators access, Creation of Security Limits based on admin access needs, Automatic sending of results/reports to SCO and/or candidate when exam session is completed, Private Label assessment and platform branding to XXXC/SCO

#### **Candidate Cost**

\$124.15 – **Candidate Proctored Exam Fee** – To be paid by Candidate which includes: 3 Hour Proctored Exam Session (2.5 hr. exam + 30 min. check in/out), Cost of Exam, and Processing of candidate payment

#### Statement of Work

The Supreme Court of Ohio through the Language Services Program administers exams for the certification for court interpreters in the state of Ohio. These exams are administered in accordance with the test administration set forth by the National Center for State Courts. These resources: the Multiple-Choice National Center for State Courts Written Examination and State Court Interpreter Testing Desk Reference Manual are attached to this Statement of Work for reference. As a signatory to the Agreement for the Utilization of State Court Interpreter Testing Instruments, the Supreme Court of Ohio agrees to abide by the standards and testing protocols.

In this collaboration between the Supreme Court of Ohio and XXXXX College, and the College Testing Services agree to the following:

1. Convert the paper/pencil written exam from the National Center for State Courts to an Internet-based Exam as part of the Supreme Court of Ohio Language Services Program credentialing process. Below are the specifics of this proposal to perform this work.

#### One-Time Charge (\$8,400.00)

\$1,400.00 – **Account Setup/Training Package** which includes: Building Private Label, Configure Admins, Create Security settings and groups, Configuration of Workflow for candidate payment & scheduling process, Set up of custom resource pool in the scheduling platform to only use XXX locations, Platform and Billing configurations needed to set up candidate payment & amount, and Administrator Training of the system/process/platform

\$7,000.00 – **Exam Configuration Conversion** (2 separate exam versions @ \$3,500) which includes: Product engineer/developer building of 2 exams and 2 reports

#### Annual/Recurring Fee

\$1,750.00 – PPPPP **Platform Account Subscription** – The Cost for P Professional Subscription Service Level which includes: Workflow, Proctored Scheduling, Candidate payment, Multiple Administrators access, Creation of Security Limits based on admin access needs, Automatic sending of results/reports to SCO and/or candidate when exam session is completed, Private Label assessment and platform branding to SCO

- 2. Administer up to 80 written exams between the effective date of the contract and June 30 2018.
- 3. Collect exam fee from each candidate.
- 4. Abide by the standards and testing protocols set forth in the manuals attached to this Statement of Work.

#### **ATTACHEMENTS**

TEST ADMINISTRATION STANDARDS: THE MULTIPLE-CHOICE NATIONAL CENTER FOR STATE COURTS WRITTEN EXAMINATION

 $\frac{\text{NATIONAL CENTER FOR STATE COURTS STATE COURT INTERPRETER TESTING}{\text{DESK REFERENCE MANUAL}}$ 

SCO HOME » JCS » INTERPRETERSVCS » CERTIFICATION » COURT INTERPRETER CERTIFICATION PROGRAM

#### **Court Interpreter Certification Program**

#### **Becoming a Supreme Court Certified Foreign Language Interpreter**

Candidates interested in receiving court interpreter certification from the Supreme Court of Ohio must pass a written exam and an oral exam. Please see Superintendence **Rule 81 (J) and Rule 82** for details and eligibility. The cost to receive court interpreter certification is the following:

Written Exam \$125

Applicants who pass the written examination may apply for the oral exam. For more information on the oral exam, please see the **Court Interpreter Oral Examination Application**.

		Residents	Non-Residents
Oral Ex	kam	\$300	\$350
Re-Tak	e Full Exam	\$200	\$250
Re-Tak	e Partial Exam	\$100	\$150

The Court offers certification exams in the following languages:

- Arabic Khmer Russian • Bosnian/Croatian/Serbian • Korean Somali Cantonese Spanish Lao French Mandarin Tagalog Haitian-Creole Marshallese
   Turkish Hmong Polish Vietnamese
- Ilocano Portuguese

Candidates who have obtained certification in other states, through the Federal Court Interpreter Certification Examination, Registry of Interpreters for the Deaf or other entities may apply for reciprocity.

To apply please complete the corresponding application form:

#### **Application for Written Exam**

#### **Written Exam Study Materials**

**Application for Oral Exam** 

**Application for Registered Interpreters** 

**Application for Reciprocity** 

Application for Certified Sign Language (SC:L) Interpreters

Application for Rule 88 Sign Language Interpreters

**Continuing Interpreter Education Forms** 

🔁 PDF files may be viewed, printed, and searched using the free Acrobat® Reader Acrobat Reader is a trademark of Adobe Systems Incorporated.

#### Romero, Bruno

From: Maeder, Quincella

Sent: Wednesday, April 11, 2018 10:32 AM

To: Romero, Bruno

Try this one: https://tara.vitapowered.com/sco/sco



Quincella Maeder | Language Services Program Coordinator | Supreme Court of Ohio 65 South Front Street • Columbus, Ohio 43215-3431 614.387.9404 (telephone) • 614.387.9409 (fax)

<u>Quincella.Maeder@sc.ohio.gov</u> <u>www.supremecourt.ohio.gov</u>



## SUPREME COURT OF OHIO LANGUAGE SERVICES PROGRAM Online Written Examination Portal

The Written Examination, developed by the Consortium for Language Access in the Courts, is a required component of the court interpreter credentialing procedure. This test is designed to measure a candidate's knowledge of (1) general English language proficiency; and (2) court-related terms and usage, and ethics and professional conduct.

Attendance at the two day Orientation Workshop is a mandatory prerequisite to take the written examination. Your qualification status will be verified prior to your approval to take this exam.

Please note that the Orientation Workshop is not a sufficient preparatory course for the written examination. It will be necessary for you to conduct independent study in order to successfully pass the written examination.

The Language Services Program has study materials and exam applications available on our website to assist you with completing the first step. Please click the link below to access documents containing study materials and applications.

http://www.supremecourt.ohio.gov/JCS/interpreterSvcs/certification/default.asp

Specifically, the documents provided in the Written Exam Study Materials link are the following:

- 1. Overview of the Written Examination Contains detailed information concerning the examination process including test structure, sample test questions, recommended study materials, and state retesting policies;
- 2. NCSC English Legal Glossary Will help your study efforts for court-related terms and usage;
- 3. **Code of Conduct for Court Interpreters** Will help your study efforts for ethics and professional conduct;
- 4. Resource Guide for Court Interpreters Test Taking Strategies, Glossaries, Practice Exam

Kits and Sample Tests, Idiom Practices Sites and other helpful sites;

- 5. In the Loop: A Reference Guide to American Idioms A selected list of commonly used American idioms; and
- 6. LSP Court Observation Log A form with guidelines to document court observations.

#### Have an Account? Login

egister	
this is your first time with us, please reg	gister below.
Required fields	
First Name	
Last Name	
Last Name	
Email	
Jsername	
Jsername	
ternate ID	
No atal Code	
Postal Code	ringe
	Table 1

## The Supreme Court of Phio

#### OFFICE OF COURT SERVICES

65 SOUTH FRONT STREET, COLUMBUS, OH 43215-3431

CHIEF JUSTICE LANGUAGE SERVICES
PROGRAM

MAUREEN O'CONNOR

JUSTICES

TERRENCE O'DONNELL SHARON L. KENNEDY JUDITH L. FRENCH

WILLIAM M. O'NEILL PATRICK F. FISCHER R. PATRICK DEWINE TELEPHONE 614.387.9400 FACSIMILE 614.387.9409 www.supremecourt.ohio.gov

February 6, 2017

Ms. Mary Doe 123 First St. Columbus, Ohio 45111

Dear Ms. Doe:

Congratulations! You have successfully passed the court interpreter written exam. As you know, the passing score for the written exam is 70 percent for registered interpreters. You answer 114 correctly so your percentage rate is 84 percent. Below is a section-by-section breakdown of your incorrect answers (in parenthesis).

9 Sentence Completion (2)

8 Synonyms in Context (2)

21 Synonyms (2)

12 Antonyms (1)

25 Idioms (6)

36 Sentence Completion (5)

10 Court-related questions (2)

4 Sequence (0)

2 Professional Responsibility and Ethics (0)

8 Scenarios (1)

You will receive further instructions on how to schedule your oral assessment and complete the rest of the requirements to obtain your 'registered interpreter' credentialing. Thank you for participating in this process.

Sincerely,

Bruno G. Romero, Manager Language Services Program

## The Supreme Court of Phio

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65 SOUTH FRONT STREET, COLUMBUS, OH 43215-3431

CHIEF JUSTICE LANGUAGE SERVICES
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WILLIAM M. O'NEILL PATRICK F. FISCHER R. PATRICK DEWINE TELEPHONE 614.387.9407 FACSIMILE 614.387.9409 www.supremecourt.ohio.gov

February 6, 2017

Ms. Jane Doe 123 Main Street Columbus, Ohio 43222

Dear Ms. Wang:

Congratulations! You have successfully passed the court interpreter written exam. As you know, the passing score for the written exam is 80 percent. You answer 113 correctly so your percentage rate is 83 percent. Below is a section-by-section breakdown of your incorrect answers (in parenthesis).

9 Sentence Completion (2) 8 Synonyms in Context (0)

21 Synonyms (3)

12 Antonyms (1)

25 Idioms (6)

36 Sentence Completion (5)

10 Court-related questions (3)

4 Sequence (1)

2 Professional Responsibility and Ethics (0)

8 Scenarios (1)

You may proceed to apply for the October oral examination to complete your Supreme Court of Ohio Interpreter Certification. A new application will be posted in April 2017. You may access it by visiting the following link:

http://www.supremecourt.ohio.gov/JCS/interpreterSvcs/certification/default.asp

Sincerely,

Bruno G. Romero, Manager Language Services Program



# GOING TO COMPUTER-BASED ADMINISTRATION FOR THE WRITTEN EXAM

Prepared by Damia Williams (Florida)

#### Contact:

Debbie Hills
Regional Sales Manager
PSI Services, Talent Measurement
317-814-8853
dhills@psioline.com

1. Candidates are instructed to register for the written exam by accessing the appropriate link on the Florida Courts Webpage at: <a href="https://www.flcourts.org">www.flcourts.org</a>.

#### WRITTEN EXAMINATION

The written examination is no longer offered in a manual test administration by program staff following orientation workshops. Upon completion of an orientation workshop, candidates will have the opportunity to participate in our new computer-based Written Examination administration at a cost of \$105.00. Participation in the new computer-based administration of the Written Examination provides candidates the flexibility to select a date, time, and location to take the examination by computer at one of 40+ proctored test sites across Florida. Additionally, test results will be made available within 24 hours of test administration.

To register to take the computer-based written examination, please click on the below link and scroll down to "Register." Once you have registered, you will receive a notification indicating your eligibility to take the examination must be confirmed with CICRP staff. Once eligibility is confirmed (within 72 hours), you will receive an email to proceed with registration, including (1) payment to the vendor, and (2) selection of a test location (based on your zip code), at a (3) test date and time that is convenient.

The website to register for the computer-based written examination is:

#### https://tara.vitapowered.com/office/OSCA

Candidates taking the computer-based Written Examination must register and pay the vendor directly via the above website link. Do not submit registration forms or payments directly to the CICRP.

Written examination study materials are posted online under the Examination Study Materials heading at:

http://www.flcourts.org/resources-and-services/court-services/courtinterpreting/prospective-court-interpreters.stml

Additional information pertaining to the rule requirements for registration can be found under the Florida Rules for Certification and Regulation of Spoken Language Court Interpreters at:

http://www.flcourts.org/resources-and-services/court-services/courtinterpreting/

If you have any questions regarding this information, please contact program staff via email at interpreters@flcourts.org.

2. Candidates are directed to the written exam portal and asked to enter in contact information and create username and login.



documents containing study material.

http://www.flcourts.org/resources-and-services/court-services/prospective-court-interpreters.stml

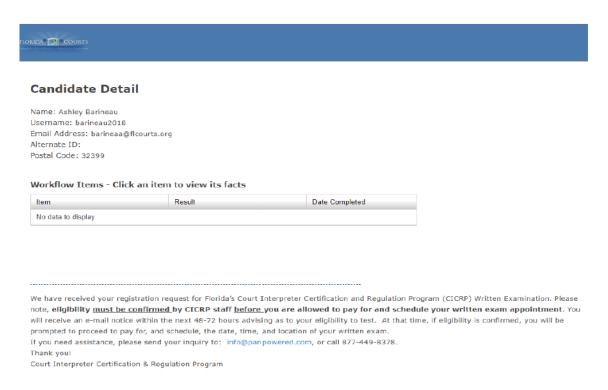
Specifically, the documents provided are:

- Overview of the Written Examination Contains detailed information concerning the examination process including test structure, sample test questions, recommended study materials, and state retesting policies;
- 2. English Legal Glossary Will help your study efforts for court-related terms and usage; and
- 3. Code of Professional Responsibility Will help your study efforts for ethics and professional conduct.

Have an Account? Login

Register		
If this is your first time with us, pleas	se register below.	
* Required fields		
*First Name		
*Last Name		
*Email		
Lindi		
*Username		
*Password ()		
*Confirm Password		
"Commin Password		
*Postal Code		
	Continue	

3. A notice is sent to inform the candidate that program staff will confirm their eligibility within 72 hours.



4. After program staff has confirmed eligibility the candidate receives a notice by e-mail confirming eligibility/ineligibility and given instruction to proceed with scheduling and payment of exam.

From: interpreters at floourts.org
To: Ashley, Barineau
Subject: Court Interpreter Certification and Regulation Program - Online Written Examination Eligibility
Date: Tuesday, March 27, 2018 4:06:16 PM

We have received your registration request for Florida's Court Interpreter Certification and Regulation Program (CICRP) Written Examination. CICRP Staff have confirmed your eligibility - you are now allowed to proceed with payment of your exam fee, and to schedule your written exam appointment. To proceed, please go to https://tara.vitapowered.com/office, click the blue Log In button, and enter your username and password.

Study materials may be accessed at:

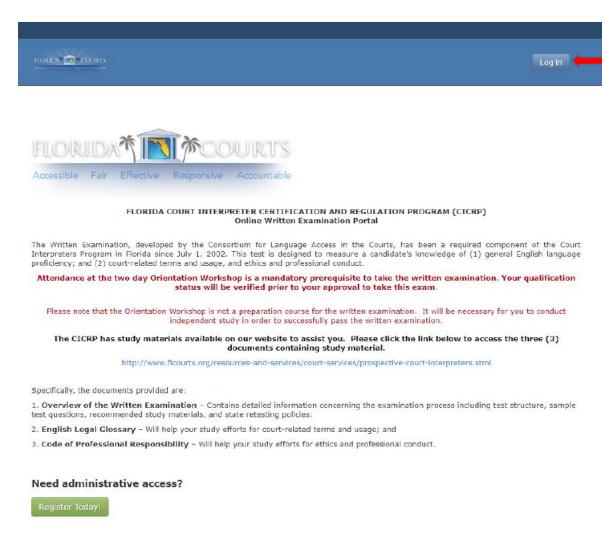
http://www.flcourts.org/resources-and-services/court-services/prospective-court-interpreters.stml

If you need assistance, please send your inquiry to: tech\_support@panpowered.com

Thank you!

Court Interpreter Certification & Regulation Program

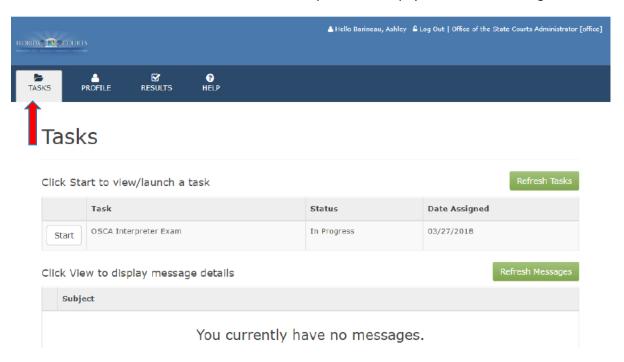
5. Candidate returns to the main online written exam portal to proceed with payment and scheduling of exam by clicking the "Log In" button at the top of the screen.

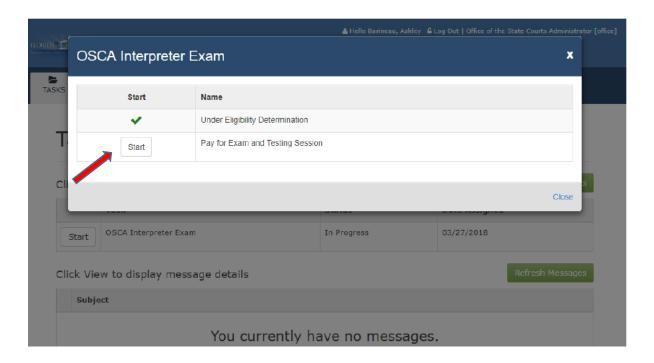


6. Sign in using the username and password previously created.

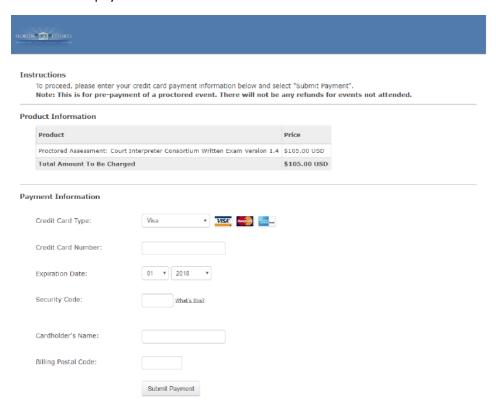


7. Select the "Tasks" tab and select "Start" to proceed with payment and scheduling.

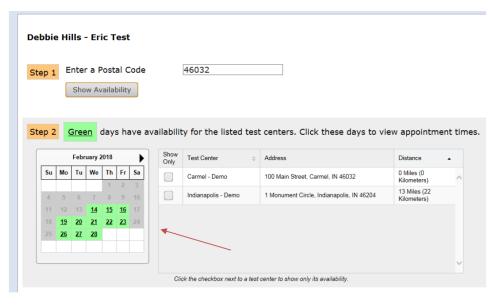




8. Enter payment information.



9. The candidate enters in their Zip Code. Testing locations within the radius selected, and date availability will populate.



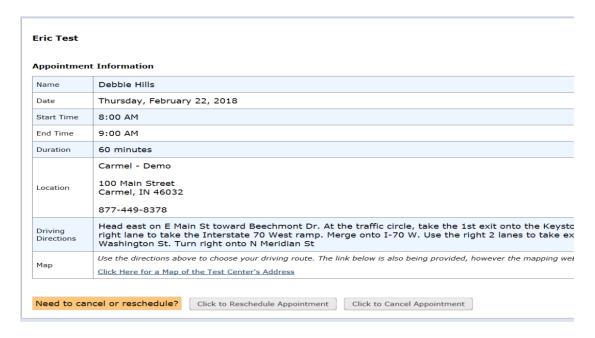
10. Candidate is asked to select the day they wish to schedule their assessment. Upon clicking on the date, available appointment times appear below. Candidate may have to scroll down to view appointment times. Candidate will select the "Click to Schedule" button next to the appointment time they wish to reserve.

Step 3 Click a Schedule button to select an appointment

#### Thursday, February 22, 2018

Start Time \$	End Time 💠	Test Center \$	Schedule
08:00 AM	09:00 AM	Carmel - Demo	Click to Schedule
09:00 AM	10:00 AM	Carmel - Demo	Click to Schedule
10:00 AM	11:00 AM	Carmel - Demo	Click to Schedule
11:00 AM	12:00 PM	Carmel - Demo	Click to Schedule
12:00 PM	01:00 PM	Carmel - Demo	Click to Schedule
01:00 PM	02:00 PM	Carmel - Demo	Click to Schedule
02:00 PM	03:00 PM	Carmel - Demo	Click to Schedule
03:00 PM	04:00 PM	Carmel - Demo	Click to Schedule
04:00 PM	05:00 PM	Carmel - Demo	Click to Schedule

11. Candidate will view appointment confirmation with details. Candidate is finished at this point and has no further action until appointment date/time. Candidate can close out of the scheduling window.



12. An automatic email is sent to the candidate with their appointment details.

Dear Debbie Hills.

You have been scheduled for an appointment for Scheduling Demo to participate in Eric Test.

Your appointment details are listed below:

Date: Thursday, February 22, 2018

877-449-8378

Time: 8:00 AM

Location: Carmel - Demo
100 Main Street
Carmel, IN 46032

Driving Head cast on E Main St toward Beechmont Dr. At the traffic circle, take the 1st exit onto the Keystone Plovy. Continue onto N Keystone Ave. Use the right lane to take the Intervate 70 West many. Merge onto 1-70 W. Use the right 2 Directions:

lanes to take exit 83A for Ohio St. Continue onto E Ohio St. Turn left onto N Park Ave. Turn right onto E Washington St. Turn right onto N Meridian St.

Use the directions above to choose your driving route. The link below is provided here to help you. However, the mapping website is not affiliated with the testing company and therefore their directions might not be accurate.

Map: http://maps.google.com/maps?&q=100+Main+Street,+Carmel,+fN+46032

\*For Test Center closures due to severe weather, power outages or other unexpected reasons please check the following link: https://evm.vitatoowered.com/ProctorConsole/ResourceClosureStatus/ResourceClosureStatus aspx. As a candidate you are responsible to check this link prior to leaving for your appointment for any updated closures.

You will be required to present one official, valid piece of identification that meets the following requirements:

- Acceptable IDs are issued by Federal or State Government and must be a Driver's License, U.S. State Issued ID Card, U.S. Passport, U.S. Military ID, U.S. Resident Card Green Card, U.S. Employment Authorization Card/Document, U.S. Government issued Visa, U.S. Temitory ID (Poerto Rico, Guara, etc) or USPS Employee ID.
- · All IDs listed above must bear a PHOTO to be accepted.
- . The ID must be original. No photocopies or faxes will be accepted.
- · The ID must also be current and legible.
- The name listed on the scheduling web site must be the same name appearing on your ID. If you need to make a change, please do so now by accessing the Talent Console and updating your personal information.

If you arrive at your appointment and are unable to meet the above identification requirements, you will not be permitted to test.

You may only cancel or reschedule your appointment up to 48 hours before your scheduled appointment. To cancel and reschedule your appointment, log onto the assessment website and click on the appointment date/time link. Failure to respond within this time frame could result in your missing employment opportunities. If you are within 48 hours of your scheduled appointment, you are not permitted to reschedule your appointment.

Please be sure to read the following instructions carefully:

You need to arrive at the test facility 15 minutes prior to your appointment. If you are more than 15 minutes late to your appointment, you will not be permitted to test. Please be sure to take care of any personal needs before you check in for your appointment.

You will not be permitted to take any personal items into the testing room. Please do not bring any unnecessary personal items to your assessment appointment as storage may not be available. We also ask that you do not have anyone accompany you into the test facility as there is not adequate space for visitors.

- 13. Candidate arrives at test center on scheduled date and time.
- 14. Candidate is checked in by Proctor.
- 15. Candidate completes the assessment.
- 16. Candidate completes exit survey (required by pan)
- 17. Candidate is checked out by Proctor

18. Results are scored and available within candidate and administrator's account within minutes of completion.

Office of the State Courts Administrator

Court Interpreter Certification and Regulation Program

Phone (850) 922-5107 Fax (850) 414-1342

E-mail: interpreters@floourts.org

Court Interpreter Written Examination for the Florida State Courts System

Supreme Court Building \* 500 South David Street \* Tallahassee, Florida 32399-1900 \* http://www.flcourts.org

Powered by (psi)

underlined idiom in a sentence

Dear

Thank you for participating in the Court Interpreter Written Examination for the Florida State Courts System on 03-27-2018. The written examination is available to the Florida judiciary through its membership in the Council of Language Access Coordinators, a partnership that includes all 50 states and the District of Columbia.

The test contains two parts: (1) General Language Proficiency; and (2) Court-Related Terms and Usage, and Ethics and Professional Conduct—with 135 scoring units overall. State policy requires candidates must score 80 percent or higher on each part of the examination, and 80 percent overall, in order to pass.

Your scores on the exam meet or exceed minimum state qualifying criteria, as follows:

Part I - General Language Proficiency	63 out of 75, or 84.00%
Part II - Court Related Terms, Usage and Ethics	49 out of 60, or 81.67%

Please visit our webpage for available program events and registration details.

Congratulations on your test performance! Please feel free to contact program staff should you have any questions.

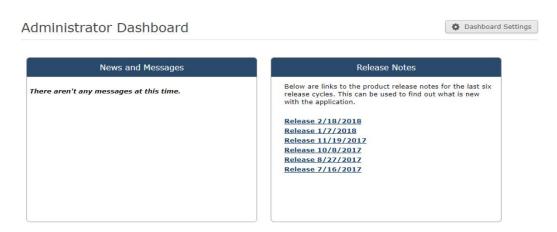
Sincerely,

Lisa Mari Bell, Senior Court Operations Consultant

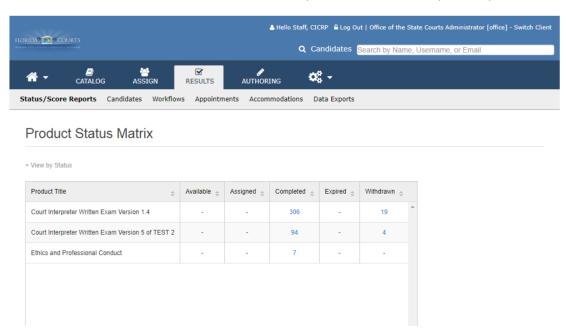
#### WRITTEN EXAMINATION TEST ANALYSIS Examination Date: 03-27-2018 Part I - General Language Proficiency Test (75 Questions) A. Sentence Completion - Choosing the word closest in meaning to an underlined word or phrase in the sentence. Number Correct: 9 Total Questions: 9 B. Synonyms in Context - Choosing the word closest in meaning to the premise of another word. Number Correct: 5 Total Questions: 8 C. Synonyms - Choosing the word closest in meaning to the premise of another word Number Correct: 17 Total Questions: 21 D. Antonyms - Choosing the word that is most nearly opposite in meaning to the premise of another word. Number Correct: 11 Total Questions: 12 E. Idioms - Choosing the phrase that is closest in meaning to the underlined idiom in a sentence. Number Correct: 21 Total Questions: 25 Part II - Court Related Terms and Usage, and Ethics and Professional Conduct (60 Questions) A. Sentence Completion - Choosing the word closest in meaning to an underlined word or phrase in the sentence. Number Correct: 31 Total Questions: 36 B. Synonyms in Context - Choosing the word closest in meaning to the premise of another word. Number Correct: 8 Total Questions: 10 C. Synonyms - Choosing the word closest in meaning to the premise of another word. Number Correct: 2 Total Questions: 4 D. Antonyms - Choosing the word that is most nearly opposite in meaning to the premise of another word Number Correct: 2 Total Questions: 2 E. Idioms - Choosing the phrase that is closest in meaning to the

Number Correct: 6 Total Questions: 8

1. Administrator's Dashboard after login.



2. Click on the "Results' tab to view a summary of the all exams completed by version.



3. View individual candidate's results by version and person. After a person and individual has been selected a report is generated.

Office of the State Courts Administrator

Court Interpreter Certification and Regulation Program

Phone (850) 922-5107 Fax (850) 414-1342

E-mail: interpreters@flcourts.org

Court Interpreter Written Examination for the Florida State Courts System

Dear :

Thank you for participating in the Court Interpreter Written Examination for the Florida State Courts System on 03-27-2018. The written examination is available to the Florida judiciary through its membership in the Council of Language Access Coordinators, a partnership that includes all 50 states and the District of Columbia.

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Please visit our webpage for available program events and registration details.

Congratulations on your test performance! Please feel free to contact program staff should you have any questions.

Sincerely,

Lisa Mari Bell, Senior Court Operations Consultant

Supreme Court Building \* 500 South Daval Street \* Tallahassee, Florida 32399-1900 http://www.flcourts.org

Powered by psi

#### WRITTEN EXAMINATION TEST ANALYSIS

Examination Date: 03-27-2018

#### Part I - General Language Proficiency Test (75 Questions)

A. Sentence Completion - Choosing the word closest in meaning to an underlined word or phrase in the sentence.

Number Correct: 9 Total Questions: 9

**B. Synonyms in Context** - Choosing the word closest in meaning to the premise of another word.

Number Correct: 5 Total Questions: 8

C. Synonyms - Choosing the word closest in meaning to the premise of another word.

Number Correct: 17 Total Questions: 21

D. Antonyms - Choosing the word that is most nearly opposite in meaning to the premise of another word.

Number Correct: 11 Total Questions: 12

**E. Idioms** - Choosing the phrase that is closest in meaning to the underlined idiom in a sentence.

Number Correct: 21 Total Questions: 25

#### Part II - Court Related Terms and Usage, and Ethics and Professional Conduct (60 Questions)

A. Sentence Completion - Choosing the word closest in meaning to an underlined word or phrase in the sentence.

Number Correct: 31 Total Questions: 36

**B. Synonyms in Context** - Choosing the word closest in meaning to the premise of another word.

Number Correct: 8 Total Questions: 10

**C. Synonyms** - Choosing the word closest in meaning to the premise of another word.

Number Correct: 2 Total Questions: 4

D. Antonyms - Choosing the word that is most nearly opposite in meaning to the premise of another word.

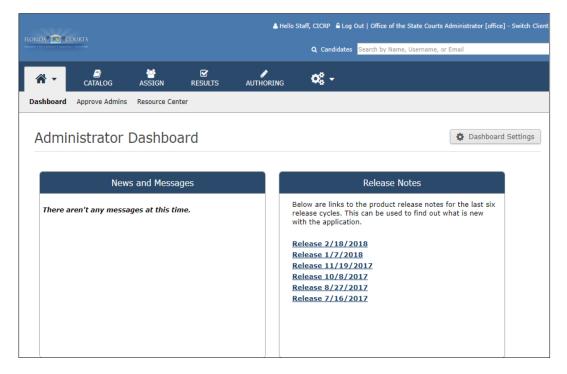
Number Correct: 2 Total Questions: 2

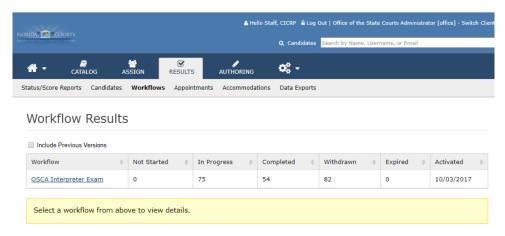
E. Idioms - Choosing the phrase that is closest in meaning to the underlined idiom in a sentence.

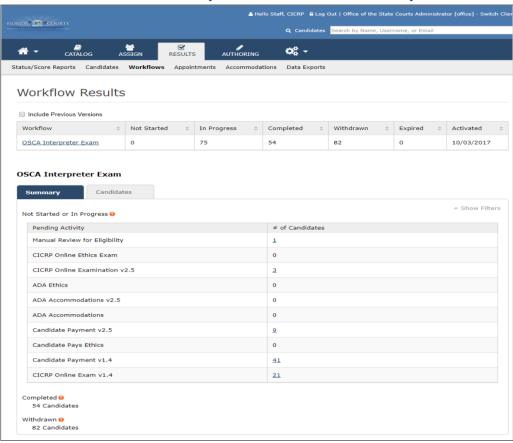
Number Correct: 6 Total Questions: 8

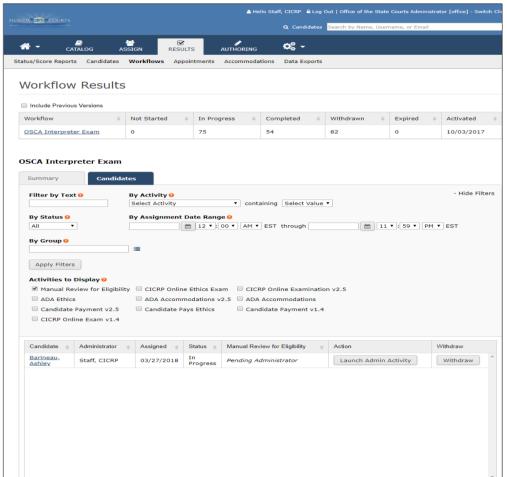
#### **Snap Shots of Administrator's Workflow Screens**













#### Performance Assessment Network ™

#### PAN & Office of the State Courts Administrator Private Label Agreement

The following parties endorse and voluntarily enter into this private label services agreement:

**Performance Assessment Network, Inc.** ("PAN"), a corporation with principal office at 11590 N. Meridian Street, Suite 200, Carmel, IN 46032-6955, and Office of the State Courts Administrator ("OSCA") with its principal office at 500 S. Duval Street, Tallahassee, FL 32399.

Effective Date: Date of last signature

Expiration Date: June 30, 2016

#### **Parties**

PAN owns and operates an Internet-based assessment delivery system and suite of services built around the system, hereinafter, "PAN system" or "PAN private label". OSCA wishes to use a PAN private label to deliver online assessments.

#### **Provisions**

#### I Pilot Phase

A Pilot Phase of this program will commence upon the Effective Date of this Agreement and will continue until OSCA can reasonably evaluate its satisfaction with the PAN system. OSCA will complete the Pilot Phase with due diligence and anticipates that the Pilot Phase will be completed by June 15, 2015. The following provisions apply during the Pilot Phase of this Agreement:

- PAN will provide OSCA with access to the PAN system.
- OSCA will utilize the PAN authoring tool to configure a written exam which will be and remain OSCA's intellectual property.
- The PAN system will manage the scheduling process for the proctored sessions and delivery of the exam.
- OSCA will select six (6) candidates to participate in the Pilot Phase of this program.
- These candidates will complete the exam process and will provide feedback to OSCA.
- OSCA shall pay PAN a fee for each candidate that participates during the Pilot phase. These fees will be invoiced on a monthly basis.

Based upon the feedback from the candidates during the Pilot Phase of the program, OSCA will evaluate the PAN system. Based upon this evaluation OSCA will operate subsequent testing of relevant candidates under the provisions of this Agreement or will terminate its involvement with the PAN system pursuant to the terms of this Agreement. Nothing in this Agreement

prohibits OSCA from requesting specific changes to the delivery of the PAN system based on the Pilot Phase evaluation. No amendment to this Agreement based on the Pilot Phase evaluation is binding unless stipulated in a written document signed by both parties, as required for any other amendment to this Agreement.

#### **II Non-Exclusive License**

PAN and OSCA agree to enter this Private Label Services (PLS) agreement ("Agreement") wherein PAN, will provide a PAN private label account to OSCA. PAN agrees to extend to the OSCA a non-exclusive license to access PAN-owned and administered PAN system for the term of the Agreement. Components of the PAN private label are described in Attachment I; features of the PAN private label are subject to change without notice at any time during the term of this Agreement, however, PAN may not remove features currently identified in Attachment I.

#### III Online License Agreement, Terms and Conditions

In addition to the terms of this Agreement, each OSCA Test Administrator will accept and agree to the online License Agreement, Terms, and Conditions upon their first login to their account on the OSCA private label account (see Online License Terms, Agreements and Conditions, Attachment III). If applicable, the terms of this Agreement will supersede the terms of Attachment III.

#### IV Account Configurations

PAN will provide the following configurations for the OSCA private label account: create the URL for the private label and update the available branding options (i.e. logo, colors, welcome text, and welcome image). OSCA is responsible for assisting its internal users wanting to navigate and learn about the OSCA private label account, approving user registrations, assessment ordering, assessment administration, and other user maintenance functions via the OSCA private label account. OSCA will be responsible for assigning eligible candidates to the proctored testing workflow. The PAN system will guide them through the process and they can also contact the PAN technical support team if assistance is needed.

#### V Technical Support

PAN will provide technical support to OSCA as needed to assist its users and candidates experiencing difficulties during the testing process. PAN will also provide continuous monitoring of the PAN system to ensure that should an outage occur it can be corrected as soon as reasonably possible (see Service Level Agreement, Attachment II).

#### VI Test Administrator

OSCA agrees to identify at least one individual who is to serve as the registered Test Administrator for the OSCA private label account overseeing, as needed, the administration, interpretation, and disposition of any assessments offered on the OSCA private label account in a manner consistent with professional guidelines.

This Test Administrator is responsible for supervising all technical, interpretive, and other forms of support that are offered by PAN to OSCA.

PAN is not responsible for issues caused by errors created by OSCA in its private label account, including, but not limited to: workflow configurations, assessments assigned to incorrect individuals, or errors in self-authored products.

#### VII Insurance

PAN will maintain continuous liability insurance coverage as part of errors and omissions or equivalent policies for the term of this Agreement.

OSCA, its employees, agents, and volunteers are insured by the State Risk Management Trust Fund, pursuant to section 284.31, Florida Statutes. The OSCA shall not be required to purchase or maintain any additional insurance coverage under this Agreement.

#### **VIII Annual Fees**

OSCA shall pay PAN a annual licensing and maintenance fee for the private label account. Should OSCA not exercise its right to terminate this Agreement after the completion of its Pilot, this fee will be invoiced on July 1, 2015 for the period of July 1, 2015-June 30, 2016. For the avoidance of doubt, PAN has waived any licensing and maintenance fees associated to May 1, 2015-June 30, 2015.

#### **IX Candidate Fees**

#### Total Candidate Fee: !

- Examination Fee: §
- Proctored Session Fee:
- Administrative Fee:

Excluding the Pilot period, each candidate will be required to cover their own fees to test for the written examination. OSCA will not be liable for these fees.

#### **Examination Fee:**

Candidates will pay a examination fee for each self-authored assessment that is activated. OSCA will cover the candidate's examination fee for the Pilot period only. In no circumstance will OSCA be responsible for the examination fee after June 30, 2015.

#### **Proctored Session Fee:**

- for the first ½ hour
- for the second ½ hour
- for the third ½ hour
- for every 15 minutes thereafter

The OSCA proctored test session will be 2 hours, 45 minutes in duration. OSCA has allotted each candidate two hours and 15 minutes to complete the written examination and PAN requires 30 minutes for the candidate check-in/out process. Only OSCA approved ADA candidates will be allotted more time to complete the written examination, which will be approved by OSCA on a case by case basis.

#### **Administrative Fee:**

OSCA desires to utilize tester payment within their workflow(s), and as such, PAN will collect the Examination Fee and Proctored Testing Session Fee from each tester. The tester will be required to make payment via credit card prior to being allowed to schedule their appointment. PAN charges an additional fee of approximately 15% for clients to utilize the tester payment feature

In its tester policy guidelines, OSCA will inform testers that no refunds will be granted. Additionally, all appointments must be canceled more than 48 hours in advance or the tester will forfeit their payment, and the test session must be completed within one (1) year from the date of payment or the tester will forfeit their payment.

OSCA agrees that PAN will owe no portion of the tester payments back to OSCA, regardless of the tester's appointment status or if the tester completes their test and/or test session.

#### X Payment

For any fees or costs paid by OSCA, payment terms are Net 45. PAN reserves the right to disable access to the private label account should OSCA fail to meet its payment obligations.

#### XI Professional Services

PAN will work in conjunction with OSCA for the initial setup and configuration of the OSCA private label account as described in Provision III and in accordance with the features as provided in Attachment I. During the term of this Agreement PAN and OSCA anticipate that OSCA may desire to engage PAN for additional services outside of the scope of work as defined in Provision III and Attachment I. PAN will prepare an amendment to the Agreement for these additional services. PAN shall have no obligation to perform the proposed services until the amendment is accepted and agreed-to by OSCA. Examples of work defined as professional services includes, but is not limited to, the following:

- Custom development/coding
  - integrations to third party systems
  - data extracts or client reports
  - off-cycle releases
- Authoring
  - test builds or creation
  - report or scoring configurations
  - workflow setups
- Consulting
  - testing process consulting
  - score report interpretations
- Training
  - web-based or in-person
- Configuration
  - email template configurations
  - sub-client account setup

- additional user roles/groups
- image manipulation for account branding
- candidate data corrections due to client errors

#### XII Confidentiality

a. Nondisclosure of Confidential Information. The Parties are required to disclose all non-confidential public records or information pursuant to Florida law, including art. I, sec. 24, Florida Constitution, and Rule 2.420, Florida Rules of Judicial Administration. The Parties agree to retain the confidentiality of all records and information made confidential or exempt from public disclosure pursuant to Rule 2.420, Florida Rules of Judicial Administration.

Trade Secret Information. A trade secret, as defined by Sec. 688.002(4), Fla. Stat. and Sec. 812.081, Fla. Stat., is confidential and exempt from disclosure pursuant to Section 815.045, Fla. Stat. Pursuant to Florida law, PAN must specifically designate any information it considers a trade secret. If PAN designates any information as a confidential trade secret, PAN must provide a redacted copy of the document containing said confidential trade secrets to OSCA. The trade secrets must be specifically identified and redacted or any confidentiality will be considered waived. The parties understand and agree that the PAN system, and all associated software and source code and any revisions and updates thereto, constitute confidential trade secrets of PAN.

OSCA agrees to refrain from disclosing, absent the entry of a court order by a court of competent jurisdiction, any trade secret. If, however, OSCA is presented with a request for documents or other information or with an application for a court order compelling production of documents or other information, OSCA will immediately give notice to PAN of the request and, to the extent possible, provide PAN with the opportunity to contest such process by any legal means available to it before the information is disclosed. PAN must be prepared to file an appropriate action within 30 days to defend such trade secret designation. OSCA will reasonably assist PAN if necessary to defend properly designated trade secrets but will have no obligation to initiate an action to defend such designation.

Except as reasonably required by law or regulation or in connection with the performance of a party's obligations under this Agreement, each party agrees that during the Term and at all other times thereafter such party will not use in any way for its own account or for the account of any third party information or records deemed confidential or exempt, or disclose it to any third party, except as necessary for performance of this Agreement and in accordance with law and rule. Each party will take reasonable precautions to protect confidential or exempt information or records. As soon as a party becomes aware of any disclosure of confidential or exempt information or records, it shall promptly report the disclosure to the other party and specify the corrective action taken.

<u>b. Exceptions</u>. The receiving party may disclose confidential or exempt information or records for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction or pursuant to law, provided that the party identifies and marks the information or records submitted to the court as confidential or exempt and provides the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contests such disclosure.

<u>c.</u> <u>Retention</u>. OSCA is required to maintain records and documents related to this agreement in accordance with the Judicial Branch Records Retention Schedule for Administrative Records.

#### XII Indemnification

Subject to the limitations contained in section 768.28, Florida Statutes, and the limitation of liability set forth in this Agreement, the Parties agrees to indemnify, defend and hold harmless the other party and its affiliates, and their directors, officers and employees (each, an "Indemnified Party"), from and against any and all third party claims, demands, liabilities, suits, damages, expenses and costs (including reasonable attorneys', experts' and investigators' fees and expenses) incurred by the Indemnified Party arising solely from the Indemnifying Party's negligent acts or omissions provided that (a) the party seeking indemnity promptly notifies the indemnifying party of any claim for indemnity and cooperates fully in the defense of the claim, and (b) the party providing indemnity shall seek counsel to defend any such claim.

#### XIII LIMITATION OF LIABILITY

IN NO EVENT SHALL DAMAGES BY EITHER PARTY HEREUNDER EXCEED THE GREATER OF (A) THE TOTAL FEES EARNED BY PAN DURING THE TWELVE MONTHS PRIOR TO THE ACT OR OCCURRENCE WHICH GIVES RISE TO THE CLAIM, OR (B) THE SUM OF TWENTY- FIVE THOUSAND DOLLARS (\$25,000). NOTHING CONTAINED HEREIN SHALL BE DEAMED TO WAIVE SOVEREIGN IMMUNITY. OSCA'S LIABILITY IN TORT IS LIMITED BY SECTION 768.28, FLORIDA STATUTES.

ANY OTHER TERM OR PROVISION OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL EITHER PARTY, OR ITS AFFILIATES, THEIR DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR LOSS OF PROFITS OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### XIV Assignment

In the event that PAN is merged with or acquired by another entity, the terms and conditions of this contract are wholly assignable, such assignment not to be unreasonably withheld by either party. However, either party may assign without consent if to an affiliate or to a successor entity as part of a corporate reorganization, consolidation, merger, or sale.

#### XV Complete Agreement to Contract

This contract comprises the full recognition and understanding of the parties with respect to the relevant subject matter. No amendment of any kind is binding unless stipulated in a written document signed by both parties. This contract is governed by the laws of the State of Florida.

#### XVI Publicity

OSCA agrees that during the Term of this Agreement PAN may publicly refer to OSCA, orally and in writing, as a customer of PAN, but PAN may not use the OSCA (Supreme Court) logo or seal in any advertising or promotional material of any type.

#### **XVII General Contract Conditions**

This Agreement is bound by the General Contract Conditions of the Florida State Court System, which can be found at: <a href="http://www.flcourts.org/courts/crtadmin/bin/gcc\_services\_06-03-10.pdf">http://www.flcourts.org/courts/crtadmin/bin/gcc\_services\_06-03-10.pdf</a>. In the event of a conflict between the General Contract Conditions and this Agreement, the terms of this Agreement shall apply.

#### XVIII Term

This Agreement is binding and effective upon both Parties on the date of the second party's signature executing this Agreement and remains in effect through June 30, 2016, as stated on page 1 of this Agreement.

OSCA may choose to terminate this Agreement on or before July 1, 2015, by providing written notice and with no penalty, if it determines that the Pilot Phase was unsuccessful. OSCA is still obligated to remit payment to PAN for the Pilot Phase Fees.

Either party may terminate this Agreement upon 60 days written notice to the other party in the event of a breach of material provision of this Agreement by the other party, provided that, during the 60 day period, the breaching party fails to cure such breach.

On or before June 30, 2016, the Parties may renew this Agreement by executing an amendment extending the term for an additional 12 months.

#### XIX Notice

Both PAN and OSCA agree to provide one another with accurate information about any changes in the status of the relationship, status of products under license, pricing schedules, and all other information directly relevant to the mutual enterprise, a minimum of two months in advance of the actual changes or at the earliest available time in the event of unforeseeable changes. All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

(a) If to PAN to: Attn: Contracts Administrator 11590 North Meridian Street Suite 200 Carmel, IN, 46032

(b) If to the Office of the State Courts Administrator to: Attn: Court Interpreter Certification Regulation Program Florida Supreme Court Building 500 South Duval Street Tallahassee, FL 32399

**IN WITNESS WHEREOF** the parties have executed this Agreement by the undersigned duly-authorized officials:

#### **Accepted and Agreed To**

Performance Assessment Network, Inc.	Office of the State Courts Administrator
Ву:	Ву:
Name: Jim Holm	Name:
Title: President and COO	Title:
Date:	Date:
	Approved as to
	Legal Form and Sufficiency  BY:
	Senior Attorney II, OSCA

## Attachment I Private Label Features (Professional License)

- Branding
- Multiple users/clients (up to 25 total users in up to 10 clients)
- Unlimited number of candidates tested
- Access to assessment catalog
- Ability to order, assign, access individual tester score reports, access publisher manuals, and view sample reports
- Uploading of candidates (CSV)
- Inventory sharing
- Hierarchical access to sub-client data
- Standard PAN email and system messaging
- Email template management
- Reporting module (out of box reports)
- Group management
- Custom demographic creation
- Custom URL creation
- Access to workflow module
- Access to self-authoring tools
- Access to proctored testing scheduling module

#### **Professional Services**

During the term of this Agreement PAN and OSCA anticipate that OSCA may desire to engage PAN for additional services outside of the scope of work as defined in Provision III and this Attachment I. Depending on the scope of such request, PAN may prepare a separate Statement of Work (SOW) for these additional services. PAN shall have no obligation to perform the proposed services until it is accepted and agreed-to by OSCA.

Examples of work defined as professional services includes, but is not limited to, the following:

- Custom development/coding (integrations to third party systems, data extracts or client reports, off-cycle releases)
- Authoring (test builds or creation, report or scoring configurations, workflow setups)
- Consulting (Testing process consulting, score report interpretations)
- Training (Web-based or in-person)
- Configurations (email template configurations, sub-client account setup, additional user roles/groups, image manipulation for account branding, candidate data corrections due to client errors)

#### Training

PAN follows a "train the trainer"" model in educating clients on test administration and accessing results. These training sessions are conducted by those most familiar with project requirements, usually either the PAN Account Manager or the PAN Project Manager assigned to the account.

For this project, PAN will conduct one (1) "train the trainer" session that is up to two (2) hours duration via webinar/Adobe Connect. This session can be recorded by PAN and/or OSCA for future reference. No additional reference material or documentation will be provided. The session will be for up to 25 OSCA personnel who are designated to be the internal trainers. These internal trainers will then be responsible for training other users in the organization and for training the client administrators.

Additional training sessions can be made available to OSCA through a mutually agreed upon Statement of Work (SOW). An additional webinar training session can be provided at a cost of \$1,000. Onsite training sessions at OSCA can be provided at a cost of \$2,500 per day plus travel expenses.

#### Proctored Testing Services

#### PAN/Testing Center Responsibilities

PAN testing centers will be a facility approved by PAN to administer it's high-stakes testing exams. As such, registered, approved proctors will act primarily as a proctor, by monitoring of the candidates, ensuring that protocols are followed and candidate behavior does not suggest cheating or breach of test content security. Both PAN and OSCA agree that each candidate must provide proof of identify by means of a government issued photo identification. Both parties agree that talking is not permitted while in the testing room, and the use of laptops, notes, notebooks, food, drinks, books, cell-phones, or any other electronic devices are strictly prohibited from the testing centers.

PAN testing centers can provide candidates pencil, scratch paper and a standard four-function calculator. If provided a calculator, the candidate will be given the calculator upon check-in and will keep the calculator throughout the entire proctored test session (from check-in to check-out). No other materials will be provided unless contract amendments and fees are agreed upon.

Each candidate will be presented with PAN's standard exit survey at the completion of their testing session. The time needed for this step is included in PAN's standard 30 minute requirement for candidate check-in/out procedures. Although the candidate may choose not to complete the survey, all candidates are automatically presented with this survey and this step cannot be bypassed.

#### **OSCA** Responsibilities

OSCA is responsible for building their own workflows and assigning them to the appropriate candidate(s). A workflow can be classified as a sequence of one or more connected activities; these activities can have business rules put around the data collected within each activity to

determine what to do next. For proctored testing the activities in a candidate workflow must include the following activity: "Proctored assessment".

When creating a new workflow, OSCA must add the appropriate activities, choose the appropriate testing session duration, and add the correct exam (only 1 exam can be added to a workflow). OSCA must include at least 30 minutes for the candidate check-in/out procedures. Note that the proctor will stop the candidate at the end of the allotted appointment duration, even if the candidate has not completed their test session.

If OSCA changes anything in a given workflow, the original workflow is "deactivated" and the updated workflow must be published in order to add new candidates to the process.

OSCA agrees to only create workflows that include assessments available on the PAN platform and agrees not to change the Scheduling Procedures page within the "Proctored assessment" activity in the workflow without prior consent from PAN. All scheduling will be done by the candidate, or OSCA on behalf of the candidate, using the PAN platform.

The PAN platform displays real-time session availability during the candidate session scheduling phase. Therefore, OSCA will not have access to preview testing center session locations/availability prior to creating a workflow or scheduling a candidate.

PAN is not responsible for issues caused by errors in the workflow configurations.

#### ADA Accommodations

All PAN testing centers are ADA compliant and PAN is well-experienced in providing accommodated testing sessions; PAN works with its network of centers to find the nearest location that best meets the needs of the request. The following accommodations are often utilized for applicants with disabilities: Extended Testing Time; Additional Breaks or Extended Breaks; Qualified Readers; Printed Instructions (to replace any verbal directions); American Sign Language Interpreter (for verbal instructions only); Recorder of Answers/Amanuensis; Alternate Test Location (separate room).

Applicants are able to check an ADA request box during the scheduling process and are prompted to enter in the type of accommodation requested and reason. An automated email will be sent to the OSCA administrator(s) who have ADA approval access in the PAN system. The OSCA administrator will log into the PAN system, review and then approve/deny the request. If approved, the PAN operations team is notified immediately and works directly with the candidate and the test center to make the needed arrangements as soon as possible. If the ADA accommodation is denied by the OSCA administrator, the candidate is automatically notified via a configurable email, and they can access their candidate console account to complete the scheduling process.

OSCA agrees to inform PAN of agreed-upon accommodation approval with at least 14 days notice to allow for test center preparation.

PAN will work with the test centers to location the nearest facility which is able to meet the needs of the request. Additional reasonable charges may apply and are not identified in this Agreement and will be the responsibility of OSCA.

#### **Testing Session Statuses**

Below are the policies and procedures PAN will use for proctored testing of OSCA candidates.

#### 1. Complete - is defined as:

- Candidates who complete their testing session.
- All "Complete" candidates are billed the full amount of the reserved session based on the session rates.

#### 2. Cancel - is defined as:

- Cancellations received by PAN more than 48 hours prior to the scheduled testing session.
- All "Cancel" candidates are <u>not</u> billed.

#### 3. Late Cancel - is defined as:

Cancellations received by PAN 48 hours or less than the scheduled testing session.

#### 4. No Show – is defined as:

- A candidate who does not show up at all for a scheduled appointment time.
- A candidate who arrives more than 30 minutes late for their scheduled appointment time.
   Candidates will not be tested and will be asked to contact Client HR for further instructions.

#### 5. Incomplete/Not Excused (Candidate) - is defined as:

- Candidates who do not provide appropriate photo identification.
- Candidates who cannot be positively identified by the ID they provided.
- · Candidate arrives and chooses not to take or, if started, not to complete test.
- Candidate is suspected of a Breach in Test Policies and will not be allowed to complete testing.

#### 6. Incomplete/Excused (Test Center) – is defined as:

- Candidate can not complete testing due to a test center issue.
- Testers will not have to make additional payment for "Incomplete/Excused (Test Center)" sessions.

#### 7. Incomplete/Excused (PAN) - is defined as:

- Candidate can not complete testing due to a PAN issue.
- Testers will not have to make additional payment for "Incomplete/Excused (pan)" sessions.

#### 8. Incomplete/Excused (Other Vendor) – is defined as:

 Candidates who cannot complete their testing session due to an error in the workflow (such as missing or incorrect assessments in the workflow).

#### 9. ADA Accommodations

• The fees outlined in the Agreement do not include any costs associated with providing accommodations for test sessions in accordance with the Americans with Disabilities Act (such as a reader, interpreter, magnifier, extended time, etc.). These costs are the responsibility of OSCA.

#### 10. Testing Centers

- PAN will identify and make its best effort to provide test centers (in the United States)
  within a 100-mile radius of the zip code entered by the candidate during the scheduling
  process, provided that OSCA has provided PAN with historical and/or anticipated
  locations where centers are needed.
- The testing centers can provide the candidates with pencils and a basic 4-function calculator.
- Test center seat availability will be provided during normal business hours (local time) but may vary from site to site.
- PAN Technical Support Office Hours are Monday Friday (7 AM 6 PM EST) with after-hour support available.
- Testing sessions must be scheduled at least 24 hours (business days) prior to the appointment time.
- PAN Test Centers will positively identify examinees through verification of appropriate photo identification. PAN's identification policies are as follows:

#### State or U.S. Federal Government issued photo IDs must be provided:

- ID presented must bear a PHOTO and the candidate name.
  - o Drivers License
  - Other Approved Alternate ID
  - U.S. Employment Authorization Card/Document
  - U.S. Passport
  - U.S. Military ID
  - U.S. Permanent Resident Card/Green card
  - U.S. Federal Issued ID Card
  - U.S. Government Issued Visa
  - U.S State Issued ID Card
  - U.S. Territories IDs (Puerto Rico, Guam, U.S. Virgin Islands)
- ID must be current and is only valid through the expiration date printed on it.
- Only originals are acceptable. No photocopies or faxes will be permitted.
- The candidate's name appearing on the ID must match the name appearing on the Proctor Console. Minor misspellings will be considered acceptable at candidate check-in. Name variations will also be acceptable if the candidate has another form of identification supporting his/her name variation.
- Candidates must have one form of approved identification from the above list.
   Without supporting identification in this instance, the candidate will not be able to test. If a candidate arrives for testing and does not present ID that meets the above

- requirements, the Proctor should contact pan immediately; pan will determine whether he/she will be permitted to test.
- If a candidate arrives without the required identification, inform the candidate of the necessary ID and advise the candidate that he/she may retrieve the appropriate ID and proceed with testing provided he/she is able to return to the testing center within 15 minutes of the start time of the scheduled appointment.

# Attachment II Service Level Agreement

PAN is committed to providing you, our valued partner, with superior service and support. Our Service Level Agreement (SLA) provides security, service, support, uptime and performance standards to our customers and partners alike.

#### Security

PAN will never make identifying data about you or your firm available to any third party unless you request it in writing. PAN ensures the privacy of your data by utilizing industry best-practices for security such as password protection, data encryption, and secure networks.

PAN ensures the safety of your data by making regular nightly backups for disaster recovery purposes. Components of the system, where technically feasible, are redundant and fault tolerant.

#### Service and Support

PAN's normal support hours are Monday through Friday, 7 AM to 6 PM, Eastern Time (excluding major US holidays). Support is available via telephone and e-mail to assist in resolving problems, and for reporting of suspected defects or errors in our services. Additionally, PAN provides telephone-only support, via on-call agents, for issues reported outside our normal support hours.

PAN will diligently work for the prompt resolution of defects and errors in our services. PAN will provide you with a contact telephone number and dedicated e-mail address for reporting issues to us. PAN will notify your designated Point of Contact (POC) within three business hours of any known and verified unscheduled downtime of our services, and update the status to your POC periodically until the service is restored. In the case of a system outage attributable to PAN, PAN may utilize other means of communication for both reporting of errors and conditions.

PAN will respond to and complete correction of errors, defects, and malfunctions in accordance with the following severity definitions:

Severity 1: System outage or impairment preventing you from making effective use

of our services or that causes data corruption;

Severity 2: Feature does not work as documented, no reasonable work around exists

and you have a critical need of the feature;

Severity 3: Feature doesn't work as documented but a reasonable work around

exists or you can wait for the next release for a fix;

Severity 4: Enhancement request.

PAN will make an initial response to a Severity 1 support call within two business hours after receipt. Severity 1 issues will be handled on an 8 hour x 5 day a week basis. PAN will use reasonable efforts to provide a fix, work around, or to patch Severity 1 bugs within twenty-four (24) business hours after issue is replicated and confirmed by PAN.

Provided that support calls are received within PAN's normal support hours, PAN will make an initial response to Severity 2 support calls within five business hours after receipt. PAN will make reasonable efforts to provide a fix or work around for Severity 2 issues within three business days.

Provided that support calls are received within PAN's support hours, PAN will make an initial response to Severity 3 support calls within twenty-four (24) business hours after receipt. PAN will make reasonable efforts to identify a resolution to Severity 3 bugs within thirty (30) days and to incorporate Severity 3 fixes in the next upcoming release of the product.

Provided that support calls are received within PAN's support hours, PAN will make an initial response to Severity 4 support calls within twenty-four (24) business hours after receipt. Severity 4 issues will be dealt with on a case-by-case basis.

#### **Uptime Standard**

The portions of our software application services which are operated by PAN will have at least 99% uptime, as measured monthly, excluding planned downtime. In addition, the portion of our software application services operated by PAN will not experience more than two outages (unscheduled downtime) lasting longer than two hours in any month. Scheduled downtime will be no greater than four hours bi-weekly and will happen at a regularly scheduled time during off-peak periods.

## Attachment III Online License Agreement, Terms and Conditions

#### 1. License Agreement.

Performance Assessment Network, Inc. ("PAN") grants to qualified individuals (You) a non-transferable and non-exclusive license to use the PAN Internet-based test and survey system. The granting of this license is active upon issuance by Performance Assessment Network, Inc. of a PAN authorized user login id.

#### 2. Term.

The term of this license agreement begins on the date on which the login id is issued, and will be continued until terminated by either party. You agree that all registration information is accurate and truthful. You also agree to immediately inform Performance Assessment Network, Inc. of any changes in the status of your Registration Information that may affect your eligibility as a PAN authorized user.

#### 3. Orders and Payment.

Orders for test and survey products during the term of this agreement are subject to acceptance by Performance Assessment Network, Inc. and will be fulfilled subject to the terms and conditions of this agreement. You agree to accept billing for all applicable charges for PAN products at the time of order, together with any applicable taxes. Charges are due and payable in full within fifteen (15) days of order placement. Interest will be assessed on all delinquent payments at the rate of 1.5% per month (18% A.P.R.) together with any court costs, attorney's fees, and costs of collection Performance Assessment Network, Inc. may incur enforcing the terms of this agreement. Performance Assessment Network, Inc. reserves the right to suspend ordering privileges and/or to terminate this license agreement in the event of sustained or multiple failures to pay charges in a timely fashion. Unused and unassigned instruments may be returned within 12 months from the date of purchase and refunds will be issued and will be subject to a 25 percent restocking fee. Returns will not be accepted after 12 months.

#### 4. Proper User of Products.

You agree to use PAN products within the scope of your training and professional competence and in a manner consistent with their intended use. Your accessing clinical instruments certifies that you have the necessary clinical certification and training to do so. Your use of PAN products for human resource and pre-employment screening implies that you have full and current knowledge of the Equal Employment Opportunity Commission (EEOC) Uniform Guidelines on Employee Selection Procedures and employment law. You also agree that any tests or surveys you purchase from Performance Assessment Network, Inc. will be used by you or under your direct supervision in a manner consistent with all professional, ethical, and regulatory guidelines and standards.

#### 5. Protection of Test and Survey Products.

Tests, surveys, reports, and delivery mechanisms on PAN are the proprietary property of Performance Assessment Network, Inc., and title to the products and all intellectual property rights protecting the products remains with Performance Assessment Network,

Inc. You agree to take diligent and reasonable steps to keep the products and processes confidential and free from unauthorized access or use, and not to divulge, provide, or make the products available to a third person, unless said person is under your direct professional supervision. Further, you may not assign, convey, sublicense, or otherwise transfer this agreement or any right, license, or privilege to the products to another party.

You agree not to copy, duplicate, download, or otherwise disseminate test or survey products without the explicit written permission of Performance Assessment Network, Inc. You further agree not to modify or alter the physical or electronic characteristics of PAN tests, surveys, reports, or any aspect of the PAN electronic environment, and to not be party to any attempt to dismantle, reverse engineer, or electronically intrude into PAN proprietary systems.

Except as provided in section 6 of this agreement, you agree to indemnify and hold Performance Assessment Network, Inc. and its testing content suppliers harmless against claims, liabilities, demands, damages, costs, or expenses, including attorney's fees and expenses, arising from or in connection with your use of PAN products and/or your failure to perform the other terms of this agreement.

#### 6. Warranty.

Performance Assessment Network, Inc. warrants that neither the products nor the PAN proprietary system in their standardized form, nor their normal professional use will infringe upon any United States patent, copyrights, or trademarks existing at the time of the product delivery. You agree to promptly inform Performance Assessment Network, Inc. of any such potential infringement claim, including any arising outside of the U.S. Performance Assessment Network, Inc. agrees to indemnify and hold you harmless from and against such claims provided you have met the other terms and conditions of this agreement. If such an infringement claim arises, Performance Assessment Network, Inc. will furnish you with non-infringing replacement products or terminate this agreement in whole or part by crediting any ordered but unused products relative to the potential claim. Performance Assessment Network, Inc. makes no other warranties with respect to PAN products.

With respect to any goods provided to you under this agreement, Performance Assessment Network, Inc. disclaims any and all warranties, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. If the goods sold pursuant to this agreement are defective, your sole and exclusive remedy shall be the replacement or repair, at the option of Performance Assessment Network, Inc., of the defective goods.

Each assessment product purchased on PAN entitles you to one test session. The test session enables one administration and report for the product ordered and is valid for a period of twenty-four months from the time of purchase.

#### 7. Termination.

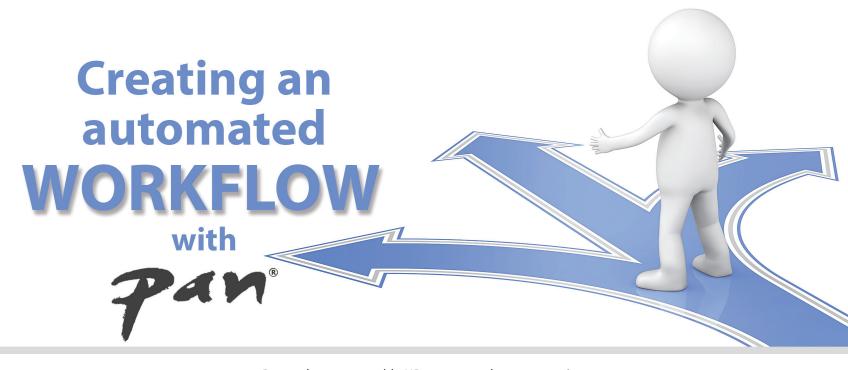
Either party will have the right to terminate this agreement if the other party breaches any of its obligations and fails to remedy same within 15 days after receipt of notification of breach, except that there is no remedy period for breach of Performance Assessment Network, Inc. rights under sections 4 and 5 of this agreement.

#### 8. Liability.

Liability of Performance Assessment Network, Inc. for loss or damage relating to this agreement or your use or inability to use PAN and its products shall be limited to the charges paid by you for the products involved. In no event will Performance Assessment Network, Inc. be liable to you for any claim made against you by any party or for any claim made by you for lost business or profits, or for indirect, special, or consequential damages.

#### 9. General.

This agreement is governed by the laws of the State of Florida. It constitutes the complete agreement between you and Performance Assessment Network, Inc. regarding your status as an authorized user and Test Administrator of PAN. The parties further agree that any suit brought by either party arising out of or relating to this agreement or use of any PAN test or survey shall only be brought in a court located in Leon County, Florida.



# IMPROVE PROCESS AUTOMATE WORKFLOW

Do you have repeatable HR processes that are a strain on your valuable administrative resources? What if you could automate some of these processes to help you more quickly and efficiently find the best fit candidates for your organization? *pan* has a powerful workflow automation tool designed to help.

**pan's** workflow engine provides you with an advanced data mining tool and allows you to house important candidate information on one platform.

An investment in our flexible technology provides you with a way to seamlessly move candidates through an automated hiring process by collecting necessary information, assessing skills and competencies, and ultimately selecting the best-fit individuals.

Our software can be molded to fit your unique processes by creating a customized workflow allowing you to automate repeatable tasks that cost you time and money.

The workflow engine available on **pan**'s platform allows you to:

- create automated email templates for custom communication with candidates
- auto assign candidates for specific assessments
- deliver custom forms and surveys to store unique hiring information
- collect data from applications, interviews, questionnaires, and manual reviews
- develop and execute rules on pass or failure in assessments
- manage candidate progression through the hiring process

No matter what level of complexity or volume your hiring needs entail, *pan*'s flexible and scalable workflow engine empowers you to achieve your objectives with less strain on your team resources. Best of all, our platform will integrate with your current ATS or HRIS and can be custom-branded for a seamless candidate experience.

#### Go with the workflow:

*pan*'s workflow engine plays an important role in helping you efficiently and effectively manage the hiring processes you need to provide a great candidate experience. It's time to put our technology to work for you. For more information on our workflow engine or other *pan* products, please contact us at **1-877-449-8378**.

We deliver solutions that help you meet your business objectives.



Improve your processes today with workflow automation from pan. Call 1-877-449-8378 for more

information.





Simplify and Automate Your Assessment Processes

# A Smarter Way to Manage Candidates

# APPLY UPLOAD RESUME APPLY UPLOAD RESUME TAKE PASS? TEST COGNITIVE ABILITY TEST PERSONALITY TAKE PASS? TEST VES TAKE PASS? TEST NO THANK YOU COURTESY EMAIL

Do you have too many job applicants for a position? With the Workflow Engine, you can automatically reduce candidate pools with a consistent cut score, enabling you to view only those applicants that are the best fit for the job. You can automate time intensive processes like job applications, reviewing cut score rules, and sending email correspondence.

#### PAN's Workflow Engine allows you to:



## AUTOMATE REPEATABLE PROCESSES

Automate scheduling of proctored tests, and setup delay activities for information that needs to be sent at a given time.



#### **SAVE TIME AND MONEY**

Reduce costs associated with routine tasks such as application review and test payment processing.



## INCREASE CONSISTENCY AND FAIRNESS

Let the well-tested rules ensure a consistent and fair process. Make sure everyone goes through the same process to increase compliance.

PAN is the leading talent measurement solutions provider combining industry-leading technology with the world's largest multi-publisher catalog of talent assessments. *Get to know what PAN can do for you.* 

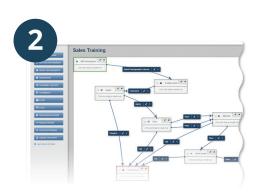


# **Create Your Automated Workflow** in 3 Easy Steps:



**START CREATING WORKFLOWS** quickly and easily by clicking "Create Workflow."

**CHOOSE** from a robust list of repeatable actions to automate: email activity, consent management, manual reviews, uploading of documents, candidate payment, and delivering assessments or data forms in proctored or non-proctored environments.





# EASILY TRACK, VIEW AND COMPARE CANDIDATE RESULTS.

The workflow engine can remove the administrative burdens of hiring and allow you to spend time selecting and retaining the right candidates for the job.

# CUSTOMIZATION OPTIONS

**360 ASSESSMENTS** 

**ADA ACOMMODATIONS** 

ADMIN DEMOGRAPHICS

**ASSESSMENTS** 

**CANDIDATE PAYMENTS** 

COMPLIANCE

**EMAILS** 

**FORMS** 

INSTRUCTION CONSENT

**MANUAL REVIEWS** 

**PROCTORED SESSIONS** 

**UPLOAD DOCUMENTS** 







Not a full representation of all test sites.

## A Network of Support

In order for testing centers to deliver the results your organization demands, they must be cost-effective, geographically dispersed, and professionally operated. The PAN Testing Center Network, comprising of over 600 testing centers, offers a compelling solution by leveraging a combination of nationwide locations, efficient webdelivery technology, and best practices in test center and exam management. PAN partners with over 50 of the world's leading test publishers to web-enable and distribute a wide array of assessment tools through our best-in-class

online testing technology. The PAN technology platform has defined best practices in high-stakes testing and exceeds the security and performance requirements of the most security-conscious users in both corporate and government settings. Our testing center network combines the powerful PAN platform with highly-trained proctors and professionally-maintained facilities. The result? The most sophisticated and professional network of testing centers available to your organization.

PAN is the leading talent measurement solutions provider combining industry-leading technology with the world's largest multi-publisher catalog of talent assessments. *Get to know what PAN can do for you.* 





# A SECURE, HIGH-STAKES TESTING ENVIRONMENT

All PAN Testing Center sessions are supervised by proctors who have extensive training in the execution and management of high-stakes assessments and the protocols associated with each specific assessment program. Proctors are retrained and recertified every six months for each testing program they support.



# AUTOMATED REGISTRATION AND SCHEDULING

PAN uses a full-featured online registration and scheduling system with the look and feel of your brand's web presence. The PAN system allows your candidates to register and schedule test sessions via the Internet without the need for interaction with your staff. The system can be configured to send confirmations, reminder email notifications, driving directions and any special instructions for the candidate. When telephone registration is required, PAN provides a toll-free number and call center services.



# REAL-TIME SCORING AND RESULTS REPORTING

PAN is highly skilled at integrating seamlessly with clients' IT and HRIS systems. When assessments are completed, answers are uploaded automatically to pan's scoring servers where they are scored in real-time. Results are made available to test takers immediately upon completion through a password-protected email notification system or other communication means. Results are also loaded on a real-time basis into the assessment monitoring system where they can be accessed only by authorized program personnel.

End-to-End Solutions
for High-Stakes Testing
& Remote Hiring

TEST DESIGN AND WEB-BASED ADMINISTRATION

NEEDS MAPPING

TEST ADMINISTRATION PROTOCOL DESIGN

WEB REGISTRATION AND TEST SESSION SCHEDULING

EXAM PROCTORING

LOGISTICAL SUPPORT

DISABILITY COMPLIANCE

ADVANCED SECURITY PRACTICES AND OPTIONS

.....

FULL REPORTING OPTIONS AND REAL-TIME SCORING

