

# CPS HR CONSULTING

## MASTER CONSULTING SERVICES AGREEMENT

This Master Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR), with offices at 241 Lathrop Way Sacramento, CA 95815 and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of March 1, 2014 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the "Parties" and individually as a "Party."

**A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.

**B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in Statements of Work that specifically reference this Agreement (each a Statement of Work). Each Statement of Work shall be substantially in the form attached hereto and incorporated into this Agreement as Exhibit "A" and shall be executed by an authorized signatory of CPS HR and by an authorized signatory of Client. CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client. The terms and conditions of this Agreement shall apply to all Statements of Work executed by the parties during the term of this Agreement.

**C. Compensation.**

**1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the applicable Statement of Work. Client will reimburse CPS HR for business expenses as set forth in the applicable Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.

**2. Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client's governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.

**3. Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.

**D. Taxes.** Except as expressly stated in any Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc. assessed against the transactions contemplated herein (Taxes). With the exception of taxes imposed on CPS HR's net income, all Taxes shall be Client's responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

**E. Term and Termination of Agreement.**

**1. Term.** The term of this Agreement is one (1) year from the Effective Date (Initial Term) hereof and thereafter shall automatically renew for successive one-year terms unless terminated by either Party. Either Party may terminate this Agreement in whole after the Initial Term upon thirty (30) days prior written notice to the other Party.

**2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.

**3. Termination Without Cause.** Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.

**4. Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Scope of Work.

**F. Limited Warranty.**

**1. Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards. The foregoing warranties shall apply as to each Statement of work until accepted by Client.

**2. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

**G. Ownership.** CPS HR retains all right, title, and interest in and to all testing or assessment products, inventions (patentable or otherwise), discoveries, improvements, copyrightable works, and any other media, materials, or other objects produced as a result of CPS HR' work, or delivered by CPS HR in the course of performing that work (collectively, "Work Product") which CPS HR creates in connection with its performance of Services hereunder.

**H. Release of Information to Third Parties.** Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of

information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

**I. Indemnification.** CPS HR agrees to indemnify and hold Client, its agents, officers, employees and volunteers harmless from and against any and all losses, liabilities and damages arising from or related to a claim of bodily injury or property damage resulting from CPS HR's willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR's expense) sole control of the defense of same and all negotiations for its settlement or compromise.

**J. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS HR' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR UNDER THE APPLICABLE STATEMENT OF WORK.

**K. Miscellaneous.**

**1. Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to

the persons at the address listed in the applicable Statement of Work.

**2. Dispute Resolution; Remedies.**

(a) In the event of a dispute, the parties may agree to pursue mediation to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in addition to any other remedies available at law or in equity to the parties for breach of this agreement, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, in the event of a breach, in additions to its rights and remedies otherwise available by law CPS HR shall be entitled to seek equitable relief, including injunction.

**3. Attorneys Fees.** If any legal action or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.

**4. Governing Law.** This Agreement will be governed by the laws of the State of Kentucky without regard to its rules concerning conflict of laws.

**5. Force Majeure.** Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

**6. Waiver.** The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

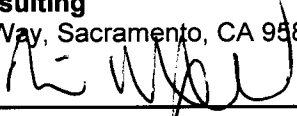
**7. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

**8. Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

**9. Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

**10. Ambiguities.** As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

**Cooperative Personnel Services dba  
CPS HR Consulting**  
241 Lathrop Way, Sacramento, CA 95815

By:   
Authorized Signature

Name: Tim M. Howard

Title: Senior Practice Leader

Date: 4/28/2014

**Lexington-Fayette Urban County Government**  
200 East Main Street, Lexington, KY 40507

By:   
Authorized Signature

Name: JIM GRAM

Title: Mayor

Date: 4/30/14

**Exhibit A**

**SAMPLE  
STATEMENT OF WORK NO. \_\_\_\_\_**

This Statement of Work ("SOW"), effective \_\_\_\_\_, 200\_\_ ("Effective Date") is issued under and subject to all of the terms and conditions of the Master Consulting Services Agreement, (the "Agreement"), dated as of \_\_\_\_\_ by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority ("CPS HR") with offices at 241 Lathrop Way, Sacramento, CA 95815 and \_\_\_\_\_ ("Client") with offices at \_\_\_\_\_.

Any modifications specified in this SOW shall be applicable only to the parties hereto and shall not affect the Agreement or any other agreement. All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW.

Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. SERVICES: **[Project Description or Attach Proposal].**

2. CLIENT RESPONSIBILITIES:

- a. Client must timely perform all those Client roles and responsibilities set forth in this SOW.
- b. Client is responsible for: **[include detailed list of Client responsibilities]**

3. START DATE(S):

4. COMPLETION DATE(S):

5. CPS HR PROJECT MANAGER: Phone Number:

6. CLIENT MANAGER: Phone Number:

7. BUSINESS EXPENSES:

8. SERVICE FEES: **[Include the numbers and select either (a) or (b) below as appropriate.]**

- a. **[For T&M work.]** All Services provided to Client by CPS HR hereunder are priced on a TIME AND MATERIALS basis. Any estimates provided by CPS HR to Client, whether written herein or given orally, shall not be binding on CPS HR or convert this SOW into a fixed price engagement with respect to such Services. Any such estimates are for informational purposes only, and the actual fees payable by Client may be higher or lower than such estimates.

- CPS HR will invoice Client at the rate of \$\_\_\_\_\_ per hour for Project Manager hours, \$\_\_\_\_\_ per hour for Consultant hours and \$\_\_\_\_\_ per hour for Technical hours.

Incidental expenses such as lodging, parking, meals, mailing costs, etc., will be billed at actual cost, if applicable. Mileage will be billed at the current U.S. Internal Revenue Services approved rate. Expenses are estimated at \$\_\_\_\_\_. Total cost not to exceed \$\_\_\_\_\_.

OR

b. **[For Fixed Price work.]** All Services provided to Client by CPS HR hereunder are priced on a FIXED PRICE basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays ("Normal Business Hours"); and (iii) **[include any other assumptions as required]**.

- CPS HR will invoice Client at the fixed fee rate of \$\_\_\_\_\_, plus expenses, billed in \_\_\_\_\_ **monthly installments [or insert milestone schedule]**. Incidental expenses such as lodging, parking, meals, mailing costs, etc., will be billed at actual cost and are estimated at \$\_\_\_\_\_. Mileage will be billed at the current U.S. Internal Revenue Services approved rate.

c. Invoices will be submitted for payment on a **monthly** basis. Client will pay CPS HR within thirty (30) days following receipt and approval of a proper consultant invoice.

9. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.

**EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS SOW, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**Cooperative Personnel Services  
dba CPS HR Consulting**

**[INSERT CLIENT NAME]**

By:       SAMPLE – DO NOT EXECUTE        
Authorized Signature

By:       SAMPLE – DO NOT EXECUTE        
Authorized Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# CPS HR CONSULTING

## STATEMENT OF WORK NO. 1

### Fire and Emergency Services Promotional Processes

This Statement of Work ("SOW"), effective March 3, 2014 ("Effective Date") is issued under and subject to all of the terms and conditions of the Master Consulting Services Agreement, (the "Agreement"), dated as of March 1, 2014 by and between Cooperative Personnel Services, dba **CPS HR Consulting**, a California Joint Powers Authority ("CPS HR") with offices at 241 Lathrop Way, Sacramento, CA 95815 and **Lexington-Fayette Urban County Government** ("Client") with offices at 200 East Main Street, Lexington, KY 40507.

Any modifications specified in this SOW shall be applicable only to the parties hereto and shall not affect the Agreement or any other agreement. All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW.

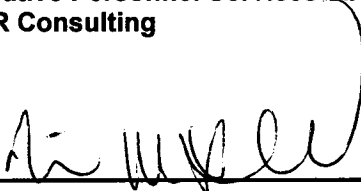
Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. **SERVICES:** The services to be provided are identified in Attachment "A."
2. **CLIENT RESPONSIBILITIES:**
  - a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, schedules, and all other activities on behalf of the client's agency as outlined in CPS HR' cost proposal.
  - b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.
3. **START DATE:** March 3, 2014
4. **COMPLETION DATE:** December 31, 2014
5. **CPS HR PROJECT MANAGER:** Niki Polk Phone Number: (916) 263-3600
6. **CLIENT PROEJCT REPRESENTATIVE:** Paula Williams Phone Number: (859) 258-3055
7. **BUSINESS EXPENSES:** \$21,840.00
8. **SERVICE FEES:** \$114,500.00
  - a. All Services provided to Client by CPS HR hereunder are priced on a **FIXED PRICE** basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; and (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays ("Normal Business Hours").
  - b. CPS HR will invoice Client at the fixed fee rate per the schedule detailed in Attachment A. Incidental expenses such as lodging, parking, meals, mailing costs, etc., will be billed at actual cost and are estimated at \$21,840.00. Mileage will be billed at the current U.S. Internal Revenue Services approved rate.
  - c. Invoices will be submitted for payment upon completion of each deliverable Client will pay CPS HR within thirty (30) days following receipt of consultant invoice.

- 9. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.
- 10. This SOW covers work requested and performed prior to the commencement of this SOW.

**EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS SOW, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**Cooperative Personnel Services dba  
CPS HR Consulting**

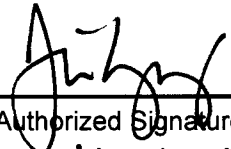
By:   
Authorized Signature

Name: \_\_\_\_\_

Title: **Tim M. Howard**  
**Senior Practice Leader**

Date: 4/28/14

**Lexington-Fayette Urban County Government**

By:   
Authorized Signature

Name: Jim Bryan

Title: MSM/OL

Date: 4/30/14

## **Attachment A**

### **Scope of Services**

#### **Project Planning, Job Task Analysis, and Examination Plan Development**

- Schedule and conduct meetings in conjunction with LFUCG and Division personnel
- Conduct a job analysis for each target rank
- Create an examination plan for each target rank that reflects the job analysis results

#### **Written Examination Development and Assistance with Administration**

- Develop a written examination for each target rank
- Provide copies of each written examination to LFUCG for administration, provide remote assistance during examination administration, provide assistance with appeals, and conduct minor statistical analysis of scores

#### **Practical Examination Development, Administration, and Scoring**

- Research, develop, and customize five job-related exercises for each target rank
- Conduct two candidate orientation sessions for each target rank
- Administer each practical examination process
- Recruit and train assessors for each practical examination process
- Oversee the scoring process and provide scores to LFUCG

#### **Project Outcomes**

- Assist with the compilation of candidates scores for each rank
- Provide feedback reports or conduct debrief sessions for candidates
- Gather candidate feedback regarding impressions and opinions about each applicable promotional process
- Provide a final technical report for each process
- Provide technical and litigation assistance and expert testimony, as needed

#### **Project Management and Communication**

- Monitor and control the project
- Provide oversight and quality assurance
- Respond in a timely manner to all requests and needs
- Recognize, report, and resolve any developments or changes that may affect the project

CPS HR consultants will work closely with LFUCG and the Division in all phases of development and implementation of this plan.

#### ***Project Planning, Job Task Analysis, and Examination Plan Development***

##### **Project Planning**

The first activity of this project will be to meet with representatives from LFUCG and the Division in order to discuss the project schedule, objectives, and personnel roles for the term of the contract and define any parts of the project that may require clarification. We will review all applicable Division materials and any additional information, such as the job descriptions, concerning the target ranks at this time.

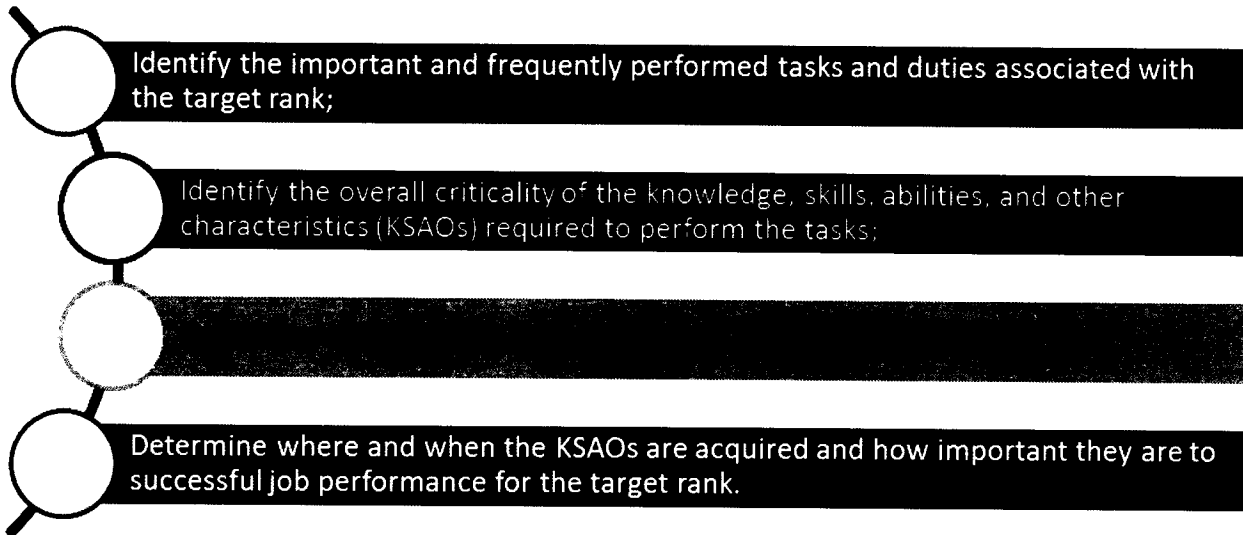


CPS HR will also develop a detailed project plan consisting of project objectives; assumptions, dependencies, and constraints; the project structure; roles and responsibilities; a work plan based on a work breakdown structure (WBS) that identifies key deliverables and associated tasks; and managerial process plans. The finalized project plan will be submitted to LFUCG within two weeks of the first meeting. Project activities will commence upon approval of this plan. As the project evolves and when time requirements, specifications, major project components, project constraints, or resources change, CPS HR will revise and update the project plan. Additionally, our practice is to hold weekly team meetings with the internal primary team members, as well as support staff, to ensure adherence to the project plan and guarantee alignment amongst team members and project expectations.

### **Job Task Analysis**

CPS HR's experience with job task analysis is extensive, as it is a critical component of the testing and assessment practice. Our job task analysis studies utilize a task-based methodology (designed to comply with all prevailing technical standards and legal guidelines) that ensures completeness and legal defensibility such that the job analytic data can withstand scrutiny of challenge and/or question as to its application in any testing process.

CPS HR will conduct a job task analysis study for each target rank. The purpose of each job task analysis will be to do the following:

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1. Identify the important and frequently performed tasks and duties associated with the target rank;
  2. Identify the overall criticality of the knowledge, skills, abilities, and other characteristics (KSAOs) required to perform the tasks;
  3. Determine where and when the KSAOs are acquired and how important they are to successful job performance for the target rank.

CPS HR will initiate each process by researching and studying the target rank through, at a minimum, literature reviews. Consultants will review information pertaining to the applicable rank, including duty statements/job descriptions and any other available job task analysis data. Furthermore, given our experience with promotional testing and assessment and job task analysis studies for the fire service, we have a database of tasks and KSAOs from which to pull.

From the information gathered, CPS HR will develop a preliminary list of tasks and KSAOs for each target rank. CPS HR will then convene a small panel of departmental subject matter experts (SMEs) with significant knowledge of the target rank to review the initial list of tasks and KSAOs for accuracy and completeness and assist in the development of task and KSAO statements that capture the unique aspects of the rank. It is assumed that no more than a half-day meeting will be needed with the SMEs to finalize the task and KSAO lists. It is also anticipated that the SME group will be gender and ethnically diverse (if possible) to ensure the integrity of the job task analysis process from its inception and to decrease the likelihood of any unanticipated biases being introduced into the process.

CPS HR will then construct job analysis questionnaires (JAQs) for distribution to the incumbents and first-level supervisors of the target rank to solicit ratings regarding the frequency and criticality of job tasks and the criticality of KSAOs required upon appointment to the target rank. Following respondent completion of the JAQs, we will analyze

the data to establish the frequency and importance of each task, the overall criticality of each KSAO, and when an incumbent must possess each KSAO. The documented job task analysis data will then serve as the basis for subsequent examination design for the target rank, including appropriate weighting. The JAQs can be distributed in a web-based format and/or in hard copy format, based upon ease of completion consideration for the respondents and the Division's preference. Typically, completion of the questionnaire takes approximately 30 minutes to one hour, although respondents will be provided with an ample overall response time of approximately two weeks to facilitate completion of the questionnaire in such a manner so as not to interfere with their regular duties and to ensure the collection of accurate, complete ratings.

It is the intention of CPS HR to provide LFUCG and the Division with a standalone job task analysis report for each target rank that can also be used as the basis for a number of human resources-related activities beyond selection and examination development, including classification and compensation, training and development, and any other subsequent human resources-related activities conducted on the basis of the job task analysis results. Additionally, it is intended that the thoroughness of the job task analysis and the resulting data will ensure that future job task analysis activities/studies for the target rank should only need to be of a confirmatory nature, thus reducing future expense to LFUCG in terms of both money and staff resources.

### **Examination Plan Development**

An SME panel of Division representatives will be convened to assist in the examination development process for each target rank. This group(s) of SMEs will be selected by the Division and may include the same SMEs who participate in the job task analysis process.

The first step will be a review of the job task analysis results for the target rank. Specifically, those critically important and/or frequently occurring job behaviors, tasks, and KSAOs that are amenable to the applicable testing process will be identified. The initial criteria utilized in reviewing the job behaviors, tasks, and KSAOs will include the following:

#### **Measurability**

- Only those job behaviors/tasks/KSAOs that can be adequately (and reasonably) measured in the testing process will be considered.

#### **Training Considerations**

- Job Behaviors/Tasks/KSAOs that require specific skill training after hire or promotion in order to be successfully performed will be avoided.

- Those job behaviors/tasks/KSAOs that are deemed to be difficult or impossible to standardize, or to otherwise administer in a consistent manner, will be avoided.

#### **Financial Considerations**

- Job Behaviors/Tasks/KSAOs that would entail a prohibitively high financial outlay to simulate will be avoided.

Based on these considerations, CPS HR staff will work with the SME panel to select the job behaviors, tasks, and KSAOs to incorporate into a series of performance exercises appropriate to each target rank. Each examination development process will be guided by CPS HR staff to ensure that the procedures are standardized; that the KSAOs/job behaviors are measurable and/or observable; that the criteria for evaluating these KSAOs/job behaviors are clear; and that a lucid, reasonable scoring method is produced.

## ***Written Examination Development and Assistance with Administration***

### **Develop a Written Examination for Each Rank**

There will be a timed, written, multiple-choice job-knowledge examination consisting of 100 items created as part of this project for each target rank. It is our understanding that the Division has already chosen reading lists and published them for use in the development of the written examination.

Test items will be developed by CPS HR's pool of trained item writers and identified as to source, edition, and page in accord with the applicable examination reading list. In order to ensure the integrity and security of the examination processes, CPS HR will develop a larger pool of items than necessary for review by SMEs. The SMEs (under a confidentiality agreement) will then review the entire group of test items, eliminating those that are not relevant, appropriate, or applicable and editing others as necessary. Following review of the test items, CPS HR will choose those items to be included in the final version of each examination, thus limiting the exposure of test materials to members of the SME committee and protecting against the possibility of a security breach. We have utilized this methodology with other organizations and have found it to be both highly successful and well-accepted in the testing community.

### **Assist with Examination Administration**

Once the final version of each written examination is developed, the test will be administered to candidates by LFUCG. CPS HR has extensive experience in the administration of written tests and will provide all materials necessary for the administration of the examination, including proctor's instructions, test booklets, item appeal forms (if desired), and answer sheets in order to maintain the security and integrity of the testing process. CPS HR will be "on call" during each examination administration to address any concerns that may arise.

During or immediately following the administration of each written examination, if candidates appeal any items they feel may be unfair or inconsistent with the source material, CPS HR staff and SMEs will review the appeals and provide a decision as to each outcome on a case-by-case basis.

Following the administration of the written examination, LFUCG will electronically score the tests. If desired, CPS HR will evaluate the item and test statistics; item statistics can be used to identify questionable items. Furthermore, CPS HR can again review all appeals from candidates against the resulting test statistics. Based on the outcome of the appeals process and item statistics evaluation process, CPS HR will recommend either rekeying (i.e., allowing for more than one correct answer) or eliminating (i.e., give all candidates one point) items as needed.

## ***Practical Examination Development, Administration, and Scoring***

### **Develop a Practical Examination for Each Rank**

Up to 50 candidates who obtain a raw score of 70 percent on the written examination will continue on to a practical examination, which will be created as part of this project for each target rank. For each practical examination, CPS HR will work with the SME panel(s) to design and develop the content and structure of each individual exercise. Based on the job analysis data and associated study materials, organizational level of the target rank, the actual number of candidates to be tested, policy, and the input of the Fire Division, CPS HR will develop five exercises containing the following scenarios: structure fire, emergency medical services incident, hazardous material incident, personnel issue or problem, and a teaching/instructor skill. All exercises will be customized to meet the needs of the Division and the target rank, and each exercise will allow for a response time of up to five minutes.

CPS HR will work with SMEs to determine the content of each exercise (based on the job analysis data), and the SMEs will ensure the validity by linking each exercise to the appropriate KSAO(s). CPS HR will draft the exercises and scoring criteria and meet with the SMEs for a final review of all exercise components for each target rank.

### **Conduct Candidate Orientation Sessions**

At least 30 days prior to the start of each assessment process, CPS HR will provide two candidate orientation sessions for candidates to gain valuable written and verbal information regarding the promotional process – these will be conducted on-site at LFUCG facilities. We anticipate each session being one to two hours in length. The

orientation sessions will be designed to familiarize eligible candidates with a definition and overview of the testing process and specific assessment activities, the assessment dimensions that are the focus and basis of the testing process, guidance as to expected behavior and how to perform one's best during the testing process, etc. Candidates will also have an opportunity to ask general questions of the CPS HR consultant(s) during the orientation session. Candidates will be provided with a manual (developed and printed by CPS HR) to review and study.

The orientation process may be videotaped and will be scheduled to accommodate candidate work schedules and the Division's operational needs. Furthermore, extra copies of the candidate manual associated with the orientation will be left with the Fire Division to be distributed to those candidates who are unable to attend the sessions.

#### **Administer the Practical Examination for Each Rank**

CPS HR will provide a Project Manager and project staff (up to five consultants) to be on-hand to administer all components of each practical examination. CPS HR has extensive experience in the administration of public safety promotional assessments and will provide all materials needed for the administration of the exercises, including candidate instructions and materials, exercise administration materials, and any additional materials or resources deemed appropriate by LFUCG in order to maintain the security and integrity of the process. CPS HR will ensure the shipping of all materials is secure and that only CPS HR consultants will have access to all assessment documents. Additionally, while LFUCG government will procure the facilities, CPS HR will partner with LFUCG to locate and secure appropriate facilities for the administration.

All candidates will receive the same exercises, and security will be ensured through confidentiality agreements and appropriate sequestering. Each candidate will receive and respond to all five scenarios in one exercise period, and up to five testing rooms may be utilized in order to assess multiple candidates at one time and ensure all candidates are assessed within one day.

Because there are different learning/comprehension styles, CPS HR recommends developing and providing a recording of the exercise instructions/scenarios, as well as providing hard copies of the instructions/scenarios to the candidates during their exercise period. This will also help create a standardized set of conditions, therefore maintaining consistency across administrations occurring in different rooms. CPS HR can also time the recording of each scenario so that administrators are not responsible for timing candidates during their response period.

It is our understanding that LFUCG will provide videographer services, but CPS HR will conduct training for all staff participating in the administration process and oversee the entire successful implementation and taping of all exercises. CPS HR staff will also be on-site in each examination room (unless it is cost prohibitive) and will be responsible for escorting candidates to and from the examination rooms. CPS HR's Project Manager will be responsible for overall implementation and addressing any candidate issues/concerns that may arise during the administration process.

#### **Recruit and Train Assessors**

CPS HR has a nationwide network of trained and highly skilled assessors who have participated in our assessments and have demonstrated professional, unbiased, and consistent expertise – we will contact, fully vet, and select three assessors for each promotional process. All assessor panels will consist of fire service personnel at the applicable target rank or above with the background and expertise for the applicable target rank. Further, all assessors will be from out-of-state agencies with 300 or greater full-time employees (not volunteers). Final approval of all assessors will be by mutual agreement between CPS HR and LFUCG and the Division. Finally, CPS HR will maintain responsibility for all costs associated with providing assessors, including travel expenses, hotel accommodations, meals, travel to and from the assessment, and snacks and refreshments during the assessment.

Prior to the administration of any practical examination exercises created as part of this project, CPS HR will develop and conduct a four- to eight-hour training session for the assessors. A training manual for each assessor will be provided, and the training session will involve the assessment techniques developed as part of this project and ensure that the assessors are competent in observing, recording, classifying, and evaluating candidate behavior. In addition, relevant information concerning the Division and its operational philosophy and procedures will be presented. During the training, assessors will be allowed to practice observing and rating performance and behavior through a series of exercises. Through this process, the assessors' familiarity with the operational definitions of the specific assessment

dimensions (i.e., KSAOs) will be enhanced. The assessors will also be able to standardize their evaluation process and begin to function as a team. The training agenda will include such topic areas as the following:

- Review of applicable Division information;
- Review of the scoring schedule and administrative procedures, including assessor responsibilities, site logistics, applicable forms, etc.;
- Review of the KSAOs/assessment dimensions to be evaluated, their operational definitions, and the assessment model utilized; and
- Behavioral observation, classification, and evaluation methods, including assessor training exercises.

#### **Score the Practical Examination for Each Rank**

It is our understanding the LFUCG will provide CPS HR with the final videotapes of all candidates. Three assessors will be assigned to one panel, and that panel will be responsible for scoring all candidates testing for a target rank. Assessors will be required to review the videotapes, take notes on each candidate's performance, and utilize stringent, objective scoring criteria and checklists to determine a candidate's score for each dimension associated with the exercises. Candidates will be scored on a five-point Likert-type scale across each dimension for each assessment exercise, and the panel will be required to agree on a consensus score for each applicable dimension – final scores will be on a 100-point scale.

CPS HR will provide all materials needed for the scoring of the exercises, including scoring criteria and rating forms. CPS HR will gather the rating forms as they are completed and evaluate them to ensure that assessors are maintaining consistent scoring standards and that their notes and summaries are aligned with final scores. Assessors will also have the chance to re-review videotapes, as needed.

If desired, upon completion of the scoring of each practical examination (i.e., the last scoring day), CPS HR will hold a debrief session discussing the overall process with LFUCG and Division representatives and the assessors who observed and scored the candidates. CPS HR will also review the overall averages of candidate scores for each dimension and provide feedback to LFUCG and the Division regarding areas of strength and potential areas for improvement – this will assist the Division with planning for training and development of personnel.

#### ***Project Outcomes***

##### **Assist with the Compilation of Candidate Scores**

Scores will be based on the terms set forth in the Division's Collective Bargaining Agreement, and CPS HR will collaborate with LFUCG to total each rater's score sheet. CPS HR will be on-site and will ensure that LFUCG receives all rating forms as they are completed so that they can be recorded immediately.

##### **Gather Candidate Feedback Regarding Each Promotional Process**

As each candidate exits his/her promotional process, he/she will have the opportunity to provide information regarding his/her overall impressions of the process. Candidates are encouraged to document their feedback regarding their perceived fairness of the process, the applicability of the process/exercises to the Division and position for which they are testing, whether or not the candidate orientation sessions were beneficial, overall comments/concerns, etc. (They have the ability to provide this information anonymously.) This data will be compiled, and a final document will be provided to LFUCG and the Division to be used as documentation of candidate feedback for the current process and guidance for future processes at no additional cost to LFUCG.

##### **Provide Candidate Feedback Reports/Conduct Debrief Sessions**

Following the administration of each promotional process, CPS HR will provide LFUCG with individual feedback reports to distribute to each participating candidate. These reports will include applicable scores and information detailing each candidate's strengths and weaknesses across the testing dimensions and against the group average.

Furthermore, they will include information on how each candidate can better his/her performance in future assessments and on the job.

If requested, CPS HR will provide individual face-to-face feedback debrief sessions for those candidates who request the opportunity following receipt of their scores. These sessions will include detailed feedback regarding the information within the reports, additional information obtained from the assessor notes from the practical examination, and a review of the videotapes (if requested). These sessions will also give each candidate the opportunity to ask questions of the CPS HR consultant(s) regarding the process and his/her individual performance. The cost of these sessions is specified in the *Proposed Fees* section of this proposal.

**Develop and Provide a Technical Report for Each Rank**

CPS HR will develop and provide a technical report, consistent with professional standards, describing the development and validation of each promotional process within 30 days of the completion of the applicable process. Each final report will contain the following (at a minimum):

- The job analysis methodology used, including the data collection and analytical process;
- All available job analysis data, including respondent demographics (as available), ratings, comments, draft and final tasks and KSAOs, etc.;
- Documentation of the SMEs involved in each component of the project;
- Documentation of the written examination and practical examination development procedures; and
- Candidate results, including a demographic analysis (based on data provided by LFUCG) of the participant groups to include race and gender performance overall and for each exercise and for the overall performance of the process.

CPS HR will provide additional details, copies of materials, or other items or analyses as determined by LFUCG and/or the Division.

**Provide Technical and Litigation Assistance and Expert Testimony, As Needed**

CPS HR's approach is designed to comply with all aforementioned prevailing technical standards and legal guidelines. We utilize these standards and guidelines to ensure best-practice in all of our assessment and selection engagements.

CPS HR consultants will be available on brief notice to provide technical and professional assistance to LFUCG and Division representatives and expert testimony throughout the life of the agreement. Furthermore, besides assisting LFUCG in responding to questions and inquiries regarding the promotional processes, we will provide, without charge, four hours of consulting time in defense of the processes if they are legally challenged and/or litigated within six months of administration. Additional hours will be at the rate specified in the *Proposed Fees* section of this proposal. CPS HR will provide litigation support as requested by LFUCG.

We will provide, without charge, four hours of consulting time in defense of each process.

In addition, CPS HR has a professional relationship with Dr. David Friedland, who is available to provide expert testimony if his services are desired by LFUCG. Dr. Friedland is an expert in job analysis, test development and validation, statistics, and equal employment opportunity issues. He is recognized by the Court as an expert in employment discrimination litigation and government compliance reviews. Dr. Friedland has served as a litigation consultant in more than 30 cases, including several landmark employment discrimination cases. He has been retained by defense counsel in approximately 60 percent of cases and plaintiff counsel in 40 percent, including counsel for government compliance agencies. Litigation cases have included individual and class action cases involving charges

of discrimination based on race, sex, national origin, age, and disability. Litigation issues have included hiring, promotions, layoffs, wrongful termination, compensation discrimination, and improper application of personnel policies. Dr. Friedland has testified in both state and federal courts as well as in arbitrations and labor-management and civil service hearings.

### ***Project Management and Communication***

CPS HR uses a comprehensive approach for planning, organizing, directing, and controlling consulting engagements. Our approach is designed to ensure a focused and efficiently executed project. We use sound project management procedures and ongoing communication to ensure project success.

CPS HR is convinced that the key ingredient to a successful consulting assignment is an effective combination of sound project management procedures, high-quality project team members, and good customer service. Effective project management is required to provide for the orchestration and timely flow of activities, an ongoing feedback and adjustment mechanism, and the judicious use of time. Our project management process includes three primary components.

- Providing ongoing monitoring and control of project activities  
Unforeseen developments or changes in circumstances may warrant changes in emphasis, revisions to the approach in certain areas, or other modifications of planned work activities. Active project management provides greater assurance that such redirection will occur when warranted by circumstances.
- Ensuring the optimum management of the time available to complete the project  
Effective time management is a skill required of experienced professionals. Sound project management can optimize the overall effectiveness of the project team's efforts and provide a greater assurance of meeting milestones and budgets.
- Providing for the continuous reinforcement of the project's objectives  
A major role of project management is to ensure that the consulting team consistently adheres to the proper perspective in facilitating the project.

CPS HR is dedicated to the commitment of its full complement of resources for the success of all projects. The team members who will be working on this project will be readily accessible and are committed to meeting all deadlines and scheduled timeframes.

### **Monitor and Control the Project**

When a project begins, one of our first activities is to ensure that we have an accurate estimate of the level of effort required of each professional. These estimates are used to monitor the progress of each consultant against the work plan and project schedule. On a weekly basis throughout the project, professional hours are collected, accumulated, and distributed against project tasks so we can compare actual with budgeted performance.

An additional element related to the area of project control is the role of the Project Manager in monitoring the field work. The Project Manager is continuously involved in the review of ongoing activities to ensure that cost, schedule, and quality objectives are met. The Project Manager maintains frequent communication with project team members to coordinate ongoing activities and exchange pertinent information.

Periodic progress reports are another element of our project management and control system. The objective of project management is to provide close control and management of the team's efforts. It is our practice to provide the client with verbal interim progress reports based upon our project tracking.

### **Provide Oversight and Quality Assurance**

We are committed to meeting the highest professional standards of quality. Team members are selected for their relevant experience and professional maturity in dealing with project environments such as this. Each will spend an appreciable portion of his or her effort in the review, constructive challenge, and direction of assigned responsibilities.

Our quality assurance procedures include executive level and/or independent peer review of results and progress on a scheduled basis by senior professionals or technical advisors. These individuals provide a critical challenge to the direction and results of project efforts to ensure the project is comprehensive in its breadth and thorough in its depth.

Peer review of engagement reports and documentation is critical to our success. At least one knowledgeable person other than the consultant preparing the document/product must review, critique, and understand the document/deliverable before it is considered ready for delivery to the client. CPS HR's Project Manager is directly involved in preparing and submitting project deliverables. No documents or materials of any kind are delivered to the client without the Project Manager's review and approval.

We firmly believe the most important factors in ensuring the highest quality of client satisfaction are the commitment the consultant brings to the engagement and the experience of the firm and the individual consultants working on the engagement.

### **Respond in a Timely Manner**

Beyond the communication capabilities and routine project management practices identified above, our project team also has the depth and breadth necessary to meet time requirements of projects. It is our policy to make the best possible use of working time both on- and off-site. Our work schedules are completely flexible and the client liaison (Project Manager) assigned to the project must be accessible from 7:00 AM to 7:00 PM EST. Furthermore, as part of our practice client calls and e-mails will be addressed no later than 24 hours upon receipt, if not earlier.

### **Recognize, Report, and Resolve Developments or Changes**

Although we do not anticipate any issues arising during the course of the contract, we have methods and practices in place to immediately resolve such situations. In order to identify problems or variations in performance that need to be addressed, we use a "Problem Recognition/Problem Escalation" process in which the client and/or CPS HR team members may escalate issues at any time through a detailed systematic process. In the "Plan" phase, the problem/process is identified and the problem/process is defined and described. It is then investigated, further described, and analyzed for all of the possible causes (root cause analysis). A solution and action plan(s) are selected, along with improvement targets. In the "Do" phase, the problem or issue is addressed through implementation of the process change. In the third step, "Check/Study," CPS HR confirms and evaluates the results of the change. Finally, in the last step, "Act," CPS HR standardizes the new process or re-engages. We also utilize the "Project Quality Control Plan," which outlines key processes and activities to be taken to ensure the quality of performance is met or exceeded on projects, and manage the time and resources used. Any issues that may arise will be immediately documented and reported to the Fire District, and the Fire District will be notified of all actions taken to resolve such issues.

### **Timeline for the Completion of Services**

As is our practice, CPS HR will provide on-going formal and informal updates to LFUCG- and Division-assigned liaisons throughout the promotional processes. The following timeline will be subject to negotiation and revision at the request and agreement of the involved parties and in consideration of Division policies (e.g., required application/study periods); however, we anticipate utilizing the following guidelines to assist us in planning throughout the project and meeting the planned project schedule immediately. The timeline is an estimate for each rank, and CPS HR is ready to begin the project immediately upon contract award and will meet the anticipated Lieutenant and Captain administration timeframe of August/September 2014 and Major administration timeframe of November 2014.



Task	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
<b>Project Planning, Job Task Analysis, and Examination Plan Development</b>																
Contract Start	➤															
Project Planning	➤	➤														
Job Task Analysis	➤	➤	➤	➤												
Examination Plan					➤											
<b>Written Examination Development and Assistance with Administration</b>																
Develop/Review Written Exam		➤	➤	➤	➤	➤	➤	➤								
LFUCG Administrators & Scores Written Exam									➤							
<b>Practical Examination Development, Administration, and Scoring</b>																
Develop Practical Exam				➤	➤	➤	➤	➤	➤	➤	➤	➤				
Conduct Candidate Orientation Sessions <sup>1</sup>									➤							
Administer Practical Exam													➤			
Train Assessors/Score Practical Exam													➤	➤		
<b>Project Outcomes</b>																
Assist with Scores														➤		
Gather Candidate Feedback													➤			
Provide Feedback Reports/Sessions															➤	
Provide Report																➤
Provide Technical and Litigation Assistance	Ongoing															
<b>Project Management and Communication</b>																
Throughout the Contract																

<sup>1</sup> Candidate orientation sessions can be conducted at any time following the completion of the job task analysis.

**Proposed Fees**

CPS HR is a public agency that has succeeded as an independent, self-supporting entity because of our mission to provide other government agencies with high-quality testing products and services at a reasonable cost. The proposed fee schedules are subject to negotiation and revision at the request and agreement of the involved parties. A pricing table for each rank is provided.

Fire Lieutenant	
Deliverable	Fee
<b>Project Planning, Job Task Analysis, &amp; Exam Plan Development</b>	\$6,500
<b>Written Examination Development &amp; Practice Activities with Administration</b>	\$4,500
<b>Practical Examination Development &amp; Administration (includes one Project Manager and one Project Consultant)</b>	\$21,000 (maximum)
1 – 10 candidates	\$16,000
11 – 20 candidates	\$17,250
21 – 30 candidates	\$18,500
31 – 40 candidates	\$19,750
41 – 50 candidates	\$21,000
<b>CPS HR Administration Staff (up to four additional staff at \$2000/person)</b>	<b>N/A \$0,000.00</b>
<b>Project Outcome (i.e., scores, feedback, and final reports)</b>	<b>\$0,000</b>
<b>Assessor Expenses (billed at cost)</b>	<b>\$7,280 (maximum)</b>
1 – 10 candidates	\$4,200
11 – 20 candidates	\$4,970
21 – 30 candidates	\$5,740
31 – 40 candidates	\$6,510
41 – 50 candidates	\$7,280
<b>TOTAL AMOUNT (NOT TO EXCEED)</b>	<b>\$88,700 – \$146,780</b>

**Fire Captain**

Deliverable	Fee
<b>Project Planning and Test Alignment &amp; Coordination</b>	<b>\$1,500</b>
<b>Written Examination Development &amp; Practice Administration with Administration</b>	<b>\$4,500</b>
<b>Practical Examination Development &amp; Administration (includes one Project Manager and one Project Consultant)</b>	<b>\$11,500 (minimum)</b>
1 – 10 candidates	\$16,000
11 – 20 candidates	\$17,250
21 – 30 candidates	\$18,500
31 – 40 candidates	\$19,750
41 – 50 candidates	\$21,000
<b>CPS HR Administration Staff (up to four additional staff at \$2000 per staff)</b>	<b>\$8,000 - \$16,000</b>
<b>Project Conclusion (i.e., scores, feedback, and final report)</b>	<b>\$2,500</b>
<b>Assessor Expenses (filled at cost)</b>	<b>\$1,200 (minimum)</b>
1 – 10 candidates	\$4,200
11 – 20 candidates	\$4,970
21 – 30 candidates	\$5,740
31 – 40 candidates	\$6,510
41 – 50 candidates	\$7,280
<b>TOTAL AMOUNT (NOT TO EXCEED)</b>	<b>\$20,700 - \$46,750</b>

Fire Major	
Deliverable	Fee
Project Planning, Job Test Analysis, & Exam Development	\$5,000
Written Examination Development & Review (includes staff Administration)	\$4,500
Practical Examination Development & Administration (includes one Project Manager and one Project Coordinator)	\$21,000 (maximum)
1 – 10 candidates	\$16,000
11 – 20 candidates	\$17,250
21 – 30 candidates	\$18,500
31 – 40 candidates	\$19,750
41 – 50 candidates	\$21,000
CPS HR Administration Staff (up to the additional staff of 2000 persons)	NTE \$4,000.00
Project Outcomes (i.e., scores, results, and final report)	\$3,000
Assessor Expenses (billed at cost)	\$7,200 (maximum)
1 – 10 candidates	\$4,200
11 – 20 candidates	\$4,970
21 – 30 candidates	\$5,740
31 – 40 candidates	\$6,510
41 – 50 candidates	\$7,280
<b>TOTAL AMOUNT (NOT TO EXCEED)</b>	<b>\$152,700 - \$162,700</b>

**Fee Assumptions**

- CPS HR will provide all printing and supplies, with the exception of pens, pencils, or other regular office essentials available from LFUCG.
- While CPS HR will partner with LFUCG to secure facilities for administration and scoring, LFUCG will ultimately be responsible for the procurement of those facilities.
- Candidate orientation sessions will be held at LFUCG facilities.
- Testing facilities and time of LFUCG/Division personnel assisting in the development of the promotional processes will be the responsibility of LFUCG/the Division.

- Face-to-face debrief sessions will be provided, if requested, for an additional \$150/candidate.
- CPS HR will assist LFUCG and the Division in responding to questions and inquiries regarding the promotional processes at no cost. CPS HR will provide, without charge, four hours of consulting time in defense of the processes if they are legally challenged and/or litigated within six months of administration. Additional hours will be at a rate of \$275/hour, plus expenses. CPS HR will provide litigation support as requested by LFUCG/the Division.
- LFUCG will be responsible for providing videographer services for the practical examination administration for each rank. Finalized version of the recordings will be provided to CPS HR by LFUCG.
- **Base costs** include two CPS HR staff members (one project manager and one project consultant) to be on-site and administer the practical examination. For each process, CPS HR **will** provide up to five staff members to oversee the taping in each room (at the request of LFUCG) for an additional \$2,000 per staff member. **CPS HR included costing for additional staff as a line item in the pricing tables. The amount of staff necessary will be based on the amount of candidates/rooms needed for administration.**
- Assessor expenses will be billed to LFUCG at cost. These costs includes assessor travel expenses (e.g., airfare, hotel, per diem) and assessor stipends, if applicable.
- CPS HR consultant expenses are included in the costs.

***Additional Information***

- A range was provided for the not-to-exceed total amount to reflect the cost differences based on candidate counts.
- The RFP asks for an average cost from pervious contracts which utilized off-site facilities. Based on our experience, off-site facilities typically run around \$1,000.00 – \$2,000.00 per day.
- **CPS HR will invoice LFUCG upon completion of deliverables rather than upon completion of the entire project.**