County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

December 6, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AWARD OF CONTRACT
HUMAN PERFORMANCE SYSTEMS, INC.
DESIGN AND VALIDATION OF PHYSICAL PERFORMANCE TESTS
(ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign the enclosed contract with Human Performance Systems, Inc., for a contract sum not to exceed $513,000, including a contract contingency fee, to provide consultant services for the design and validation of physical performance and agility tests for certain sworn coveted positions in the Los Angeles County Sheriff's Department (Department), to conduct a related patrol deputy job analysis, and to design a valid physical training agility test for pre-academy deputy applicants to the Department.

2. Authorize the Sheriff, or his designee, to modify the contract within the conditions specified in the contract, including authority for the Sheriff, or his designee, to exercise term extension provisions, if, at his discretion, such extensions would be in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Department is currently under a Federal Court mandate stemming from a case filed with the United States District Court (Court) for the Central District of California, Bouman v. Baca (Bouman). This mandate guides the Department's actions for revising

its employment selection processes for certain court-defined coveted positions. These coveted positions are Special Enforcement Deputy, Canine Deputy, Emergency Services Deputy, Staff Instructor Deputy, Arson Investigator Deputy, and Boat Operator Deputy.

Specifically, the mandate affects the selection process utilized for the appointment of candidates to the above named coveted positions. The Department requires its deputy personnel to pass physical performance tests prior to appointing them to any of these coveted positions. Each position possesses its own unique physical test as the physical abilities required for each position are different. As ordered by the Court, each of these physical tests is to be re-designed if necessary and validated by an expert consultant for compliance with the Bouman case stipulations.

Furthermore, in anticipation of future requirements and in an effort to better the success rate of recruits graduating from the academy, it is necessary that the Department have a physical training agility test designed and validated for pre-academy Deputy Sheriff Trainee applicants.

Implementation of Strategic Plan Goals

The services provided under the Human Performance Systems, Inc. contract supports the County's Strategic Goal 2 for Workforce Excellence. Specifically, the contract will enable the Department to continue improving its equal opportunity selection process for certain court-defined coveted positions as well as enable the Department to offer a valid physical agility test, ensuring that pre-academy deputy applicants are prepared for the physical demands of the academy class, and thus reducing the number of applicants injured and unable to graduate.

FISCAL IMPACT/FINANCING

There is no fiscal impact to the County. The Department has identified and appropriated funds in its annual operating budget for the cost of this service. The total cost of the contract shall not exceed $513,000, including a contingency fee of $5,000 for unanticipated related performance tests, which the Court has not as yet mandated.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard contract, in the form previously approved by County Counsel, is being utilized for this contract. All standard Board-directed clauses related to termination, renegotiation, hiring qualified displaced County employees, GAIN, Child Support

Compliance, Federal Earned Income Credit, and Safely Surrendered Baby Law are included.

The Department is presently subject to the terms of an amended judgment and related court orders and stipulations resulting from a case that was filed with, and is still pending before, the United States District Court for the Central District of California, Bouman v. Baca, USCC Case No. Cv 80-1342 Px.

This Contract has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

A Request for Information (RFI) was issued/published for the subject service. There was only one response to the RFI, which was submitted by Human Performance Systems, Inc. (HPS). As the sole responder, HPS was contacted for contract development and negotiations.

IMPACT ON CURRENT SERVICES

There is no negative impact on the current services provided to the public. In addition to the provisions of this contract ensuring the Department's compliance with the Federal Court mandate, they also form the basis for improved employment processes within our Department.

CONCLUSION

Upon approval by your Board, please return an adopted copy of this action and two (2) sets of original executed copies of the agreement to the Sheriff's Department, Fiscal Administration, Contracts Unit.

Sincerely,

LEROY D. BACA
SHERIFF

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HUMAN PERFORMANCE SYSTEMS, INC.

DESIGN AND VALIDATE PHYSICAL PERFORMANCE TESTS REGARDING SIX PRE-IDENTIFIED SWORN COVETED POSITIONS, CONDUCT A RELATED PATROL DEPUTY JOB ANALYSIS, AND DESIGN A VALID PHYSICAL TRAINING AGILITY TEST FOR PRE-ACADEMY DEPUTY SHERIFF APPLICANTS FOR THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
HUMAN PERFORMANCE SYSTEMS, INC.

DESIGN AND VALIDATE PHYSICAL PERFORMANCE TESTS REGARDING SIX PRE-IDENTIFIED SWORN COVETED POSITIONS, CONDUCT A RELATED PATROL DEPUTY JOB ANALYSIS, AND DESIGN A VALID PHYSICAL TRAINING AGILITY TEST FOR PRE-ACADEMY DEPUTY SHERIFF APPLICANTS

This Contract and Exhibits made and entered into this _____ day of _____, 2005, (hereinafter referred to as the "Effective Date"), by and between the County of Los Angeles, a political subdivision of the State of California, (hereinafter referred to as "County") and Human Performance Systems, Inc., a _____ corporation, doing business in _____ (hereinafter referred to as "Contractor") for the consultant service of designing and validating physical performance tests regarding six pre-identified sworn coveted positions, conducting a related patrol deputy job analysis, and designing a valid physical training agility test for pre-academy deputy sheriff applicants for the Los Angeles County Sheriff's Department (Sheriff Department).

RECITALS

WHEREAS, the County is currently a defendant in the pending action entitled, Bouman v. Baca, et al., United States District Court, Central District – California, Case No. CV80-1341 (RMT)(PX) (hereinafter referred to as "Action");

WHEREAS, pursuant to the controlling Bouman federal court order, the County's Sheriff's Department is required to ensure that the following job titles: Special Enforcement Deputy, Canine Deputy, Emergency Services Deputy, Staff Instructor Deputy, Arson Investigator Deputy, and Boat Operator Deputy have validated and job related physical performance tests as part of the job selection process;

WHEREAS, the Sheriff's Department is also desirous of having designed a valid physical training agility test for pre-academy Deputy Sheriff Trainee applicants to better ensure success in the academy;

WHEREAS, the Contractor is a private firm specializing in the consulting service of validating physical performance tests; and therefore warrants and represents that due to its background and expertise, it is qualified to validate physical performance tests in accordance with professionally accepted standards;

WHEREAS, the County may contract with private business for the consulting service of validating physical performance tests when certain requirements are met; and

WHEREAS, this Contract is authorized pursuant to California Government Code Section 31000,

NOW THEREFORE, in consideration of the foregoing **RECITALS** all of which are incorporated as part of this Contract and for good and valuable consideration, the County and Contractor agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E and F are attached to and form part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A – Statement of Work
1.2 EXHIBIT B – Contractor's Costs and Hourly Rates
1.3 EXHIBIT C – Contractor's EEO Certification
1.4 EXHIBIT D – Forms Required at the Time of Contract Execution
Exhibit D-1, Contractor Employee Acknowledgment And Confidentiality Agreement
Exhibit D-2, Contractor Non-Employee Acknowledgment And Confidentiality Agreement
1.5 EXHIBIT E – Contractor's Project Schedule
1.6 EXHIBIT F – Contractor's Examples of "Equipment to Build"

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8.4 (Change Notices and Amendments) and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Board of Supervisors: The term "Board of Supervisors" shall refer to the legally governing body politic for the County of Los Angeles.

2.2 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A (Statement of Work).

2.3 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform or execute the work covered by the Exhibit A (Statement of Work).

2.4 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.5 **County:** The term "County" shall mean the County of Los Angeles, California.

2.6 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.

2.8 **Day(s):** Calendar day(s) unless otherwise specified.

2.9 **Effective Date:** As used herein, the term "Effective Date" shall mean the date of execution of this Contract by the County's Board of Supervisors.

2.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.11 **Sheriff:** The elected official for the Los Angeles County Sheriff's Department.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A (Statement of Work).

3.2 The scope of this Agreement and the work to be performed thereunder is the subject of ongoing litigation in the Bouman v. Baca matter. Given the inherent unpredictability of litigation, the County reserves the right to reduce the scope of work to be performed under this Agreement. Should such reduction occur Contractor shall be paid in full for all work performed but shall not recover lost profits for work not performed and no longer required.

3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall commence upon execution by the County's Board of Supervisors, herein after referred to as the "Effective Date", and shall continue until June 30, 2007, unless sooner terminated or extended, in whole or in part, as provided in this Contract as described in Subsection 4.2.

4.2 At County's option, the County's Project Director shall have the authority to extend the term of this Agreement, providing such extension has no impact on the Contract Sum.

4.3 When Contractor has achieved completion of all tasks, deliverables, services, goods, and other work as outlined in Exhibit A (Statement of Work), Contractor shall issue County's Project Director a letter of project completion. The term of this Contract shall terminate upon the date on which the County's Project Director issues Contractor a letter of County's agreement and acceptance of Contractor's project completion which date shall not exceed June 30, 2007.

5.0 CONTRACT SUM

5.1 The total monetary amount payable by County to Contractor under this Contract, including all applicable taxes, traveling expenses, and reimbursable expenses, shall not exceed $508,000, hereinafter referred to as the "Contract Sum."

5.1.1 In the event that anything beyond the Contractor's control causes work to be performed under this Agreement beyond April 1, 2007 when Contractor's hourly rates increase, then the County agrees to pay Contractor's new hourly rates for work performed. See Exhibit B (Contractor's Costs and Hourly Rates) effective April 1, 2007. In no event, however, shall the monies paid to Contractor for work performed under this Agreement exceed the Contract Sum.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks, services performed, or traveling expenses, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any

entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.2.1 Contractor's Traveling Expenses
Contractor's traveling expenses, while in the performance of providing work under the terms and conditions of this Contract, cannot exceed those rates provided for in Section 5.40 of the Los Angeles County Ordinance (refer to http://ordlink.com/codes/lacounty/index.htm). Contractor's traveling expenses must be pre-approved, in writing, by the County's Project Manager.

5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to County's Project Manager at the address specified in Section 6.2 (County's Project Manager).

5.4 **No Payment for Services Provided Following Expiration/ Termination of Contract**
Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, traveling expenses, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Contractor's Costs and Hourly Rates), and the Contractor shall be paid only for the tasks, deliverables, goods, services, traveling expenses, and other work approved in writing by the County. If the County does not approve work,

and/or traveling expenses, in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Contractor's Costs and Hourly Rates).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, traveling expenses, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County's Project Manager by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Captain Robert C. Lindsey, County's Project Manager
Los Angeles County Sheriff's Department
Sheriff's Administrative Headquarters
4700 Ramona Boulevard
Bureau of Compliance, 2nd Floor
Monterey Park, CA 91754-2169

5.5.6 County Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Project Director

The County's Project Director, under this Contract, shall be the following individual:

Commander Thomas M. Laing
Bureau of Compliance
Los Angeles County Sheriff's Department
Sheriff's Administrative Headquarters
4700 Ramona Boulevard, 2nd Floor
Monterey Park, CA 91754-2169

Office: (323) 526-5037
Fax: (323) 415-0807
Email: TMlaing@lasd.org

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Section 8.4 (Change Notices and Amendments);
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements; and
- having the authority to direct the work to be performed under this Agreement without expanding the scope of work and the authority to allocate the funds necessary for such work.

6.2 County's Project Manager

The County's Project Manager, under this Contract, shall be the following individual:

Captain Robert C. Lindsey
Bureau of Compliance
Los Angeles County Sheriff's Department
Sheriff's Administrative Headquarters
4700 Ramona Boulevard, 2nd Floor
Monterey Park, CA 91754-2169
Office: (323) 526-5131
Fax: (323) 415-2625
Email: rclindse@lasd.org

The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis;
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; and
- notifying Contractor's Project Manager, through a Change Notice pursuant to Section 8.4 (Change Notices and Amendments), of any change in the name, address, or telephone number of County's Project Director and/or County's Project Manager.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Director

The Contractor's Project Director, under this Contract, shall be the following individual:

Deborah L. Gebhardt, Ph.D.
Human Performance Systems, Inc.
5000 Sunnyside Avenue, Suite 203
Beltsville, MD 20705
Office: (301) 595-9509
Fax: (301) 595-0005
Email: dlgebhardt@humanperfsys.com

Responsibilities of the Contractor's Project Director include:

- ensuring that the objectives of this Contract are met; and
- making changes in the terms and conditions of this Contract in accordance with Section 8.4 (Change Notices and Amendments).

7.2 Contractor's Project Manager

The Contractor's Project Manager, under this Contract, shall be the following individual:

Todd A. Baker, Ph.D.
Human Performance Systems, Inc.
5000 Sunnyside Avenue, Suite 203
Beltsville, MD 20705
Office: (301) 595-9509
Fax: (301) 595-0005
Email: tabaker @humanperfsys.com

Responsibilities of the Contractor's Project Manager include:

- responsibility for Contractor's day-to-day activities as related to this Contract;
- coordinating with County's Project Manager on a regular basis; and
- notifying County's Project Manager, through a Change Notice pursuant to Section 8.4 (Change Notices and Amendments), of any change in the name, address, or telephone number of Contractor's Project Director and/or Contractor's Project Manager.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.4 Contractor's Staff Identification

7.4.1 Contractor shall provide all staff assigned to this Contract

with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the approval of the County's Project Manager prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.4.2 Contractor shall notify the County's Project Manger within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

7.4.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.5 Background and Security Investigations

7.5.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the County.

7.5.2 County may request that Contractor's staff be immediately removed from working on and/or providing services under this Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.5.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.5.4 Disqualification, if any, of Contractor staff, pursuant to this Section 7.5, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D-1 (Contractor Employee Acknowledgment And Confidentiality Agreement). The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D-2 (Contractor Non-Employee Acknowledgment And Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the County's Project Director. Any unapproved assignment or delegation shall be null and void. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's Project Director's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's Project Director's expressed prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term,

condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. Should said budget reduction occur the Contractor will reduce and modify the statement of work to reflect the reduction in payment. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County's Project Director.

8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared, presented to the Contractor for approval and submitted to the County's Board of Supervisors for execution.

8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and presented to Contractor for approval and then presented to the County's Board of Supervisors for execution.

8.5 COMPLAINTS

The Contractor shall respond to a complaint from the County within ten (10) business days after the complaint has been received by certified mail by the Contractor.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which specifies the plan and time deadlines. Copies of all written responses shall be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 Prior to commencing work under this Contract or as soon as practical thereafter, COUNTY shall provide Contractor with all applicable rules, regulations, ordinances, guidelines, and directives applicable to Contractor's performance under this Contract. Contractor's activities hereunder shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. Contractor shall have up to thirty (30) days to correct any noncompliance with County rules, regulations, ordinances, following written notice from County, including written copies of such applicable rules, regulations, ordinances, guidelines, and/or directives.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to claims, demands, damages, losses, costs, and/or expenses, except for any consequential, incidental expenses, or punitive damages, interest and attorney fees, arising from or directly caused by any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 8.6.2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, said defense shall be at Contractor's direction.

8.6.3 County shall indemnify, defend and hold harmless Contractor, its officers, employees and agents from and against any and all liability, including but not limited to claims, demands, damages, losses, costs, and/or expenses, arising from or directly caused by any violation

on the part of County, its employees or agents of any such laws, rules regulations, or ordinances. Any such legal defense pursuant to County's indemnification obligations under this Subsection 8.6.3 shall be conducted by County and performed by counsel selected by County and approved by Contractor's (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, Contractor's shall have the right to participate in any such defense at its sole cost and expense.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C (Contractor's EEO Certification).

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of the Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County's Project Manager if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract an at its sole discretion, that Contractor demonstrates to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of the Sub-paragraph of the Contract may constitute a material breach of the

Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the Effective Date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the Effective Date of the Contract, the Contractor shall give consideration for any such employment openings to participants in

the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for three (3) years, and terminate any or all existing contracts Contractor may have with the County.

8.12.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a Contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

8.12.4 If there is evidence that the Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the

scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

8.12.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of

the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.9 These terms shall also apply to subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it

is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including,

but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile or email representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Section 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.21.4 As previously instructed in Section 7.6 (Confidentiality), the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D-1 (Contractor Employee Acknowledgment And Confidentiality Agreement). The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D-2 (Contractor Non-Employee Acknowledgment And Confidentiality Agreement).

8.22 INDEMNIFICATION

8.22.1 The Contractor shall be solely liable and responsible for providing to, or on behalf of persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.2 County shall indemnify, defend, and hold harmless Contractor, its officers, employees and agents (hereinafter for purposes of the Section 8.22 "Contractor") from and against any and all liability, including but not limited to any claim, demand, action, proceeding, damage, loss, costs, fees, arising from or directly connected with County's misconduct in the course of Contractor's performance of this Contract.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 As previously instructed in Section 7.6 (Confidentiality), the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D-1 (Contractor Employee Acknowledgment And Confidentiality Agreement). The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D-2 (Contractor Non-Employee Acknowledgment And Confidentiality Agreement).

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Henry Yee, Contracts Manager
Contracts Administration Unit
Los Angeles County Sheriff's Department
Sheriff's Administrative Headquarters
4700 Ramona Boulevard, 2nd Floor

Monterey Park, CA 91754-2169

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract.

8.23.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 **Failure to Maintain Coverage:** Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract.

8.23.4 **Notification of Incidents, Claims or Suits: Contractor shall report to the County:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms

of this Contract.

8.23.5 **Compensation for County Costs:** In the event that the Contractor fails to comply with any of the insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 **Insurance Coverage Requirements for Subcontractors:** The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

8.24.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1,000,000
Disease - policy limit:	$1,000,000
Disease - each employee:	$1,000,000

8.24.4 **Professional Liability** insurance with limits of not less than the following:

General Aggregate:	$3 Million
Each Occurrence:	$1 Million

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Sheriff, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may deduct pro rata from the Contractor's invoice for work not performed. The listing of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Sheriff, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Sheriff determines that there are deficiencies in the performance of this Contract that the Sheriff deems are correctable by the Contractor over a certain time span, the Sheriff will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Sheriff may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum;

8.25.3 The action noted in Subsection 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Subsection shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified Subsection

8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or

mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Section 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. All such disputes shall be subject to the provisions of Section 8.31 (Dispute Resolution Procedure).

8.31 DISPUTE RESOLUTION PROCEDURE

8.31.1 Contractor and County agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Section 8.31.

8.31.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County, in its sole and absolute discretion, determines should be delayed as a result of such dispute. County shall continue to pay sums not in dispute, during any such period of continued performance.

8.31.3 Contractor shall bring to the attention of the County's Project Manager the existence of any and all disputes between the Contractor and the County as provided in Section 8.30 (Notice of Disputes).

8.31.4 In the event of any dispute between parties with respect to this Contract, Contractor and County shall submit the matter to their respective Project Directors for the purpose of endeavoring to resolve such dispute. In the event that the Project Directors are unable to resolve the dispute within a reasonable time, not to exceed twenty (20) days from the date of submission of the dispute to them, then the issue may be submitted to higher levels of administrative personnel within County and Contractor, or proceed pursuant to the Formal Resolution process described in Subsection 8.31.5 (Formal Resolution).

8.31.5 <u>Formal Resolution</u>
The dispute resolution process provided is a prerequisite to the exercise of any judicial remedies available to the parties, except in any cases where a party is seeking injunctive or other equitable relief.

8.31.6 Notwithstanding any other provision of the Contract, County's right to terminate this Contract pursuant to Section 8.45 (Termination for Insolvency), Section 8.43

(Termination for Default), Section 8.44 (Termination for Improper Consideration), Section 8.42 (Termination for Convenience), or any other termination provision hereunder, and County's right to seek injunctive relief, shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Section 6.0 (Administration of Contract – County) and Section 7.0 (Administration of Contract – Contractor). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County's Project Manager shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or

agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Section 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not themselves nor authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate personnel files and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit or copy any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of three (3) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All records relating to this contract including reports and data collection materials shall be made available to the County during the term of this Contract for a period of three (3) years thereafter.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within three (3) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference

shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Henry Yee, Contracts Manager
Contracts Administration Unit
Los Angeles County Sheriff's Department
Sheriff's Administrative Headquarters
4700 Ramona Boulevard, 2nd Floor
Monterey Park, CA 91754-2169

before any subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of within notice shall be grounds upon which the County may terminate this Contract pursuant to Section 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 8.38 (Record Retention & Inspection/Audit Settlement).

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within fifteen (15) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subsection 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the

performance of this Contract to the extent not terminated under the provisions of this Subsection.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subsection 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subsection 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Section 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Section 8.43, or that the default was excusable under the provisions of Subsection 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.42 (Termination for Convenience).

8.43.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Subsection 8.43.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Subsection

8.43.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Sheriff, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 8.22 (Indemnification).

8.43.6 The rights and remedies of the County provided in this Section 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds within five (5) days of notice by the Board of Supervisors. The County will reimburse the Contractor for all costs up to and including the day of the contractor's receipt of the notice.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 PROPRIETARY CONSIDERATIONS

8.51.1 Contractor and County agree that each party shall own all rights, title, and interest in any and all or its proprietary ideas, concepts, expertise, programs, systems, methodologies, data or other material that it acquired or developed prior to this Contract. The tangible form of all work performed under the Contract shall be the exclusive property of the County and all copyrights, patent rights, trade secret rights, title, interest, and other proprietary rights therein (collectively, "Rights") in and to such work shall be the sole property of County. Contractor hereby assigns and transfers to County any and all Contractor's rights in and to all such materials developed under this Contract, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor. During and for a minimum of five (5) years subsequent to the term of this Contract, Contractor shall retain any and all such materials. County shall have the

right, at its sole expense, to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

8.51.2 Upon request of County, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County, all Contractor's rights in and to the materials, including, but not limited to, all copyrights, patents, and trade secret rights. County shall have the right to register all copyrights and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's right, title, and interest, including, but not limited to, copyrights and patents, in and to the materials.

8.51.3 As requested in writing by County's Project Director, Contractor shall affix the following notice to materials developed under this Contract. "Copyright 2003 (or such other date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice as directed by County.

8.51.4 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide reasonable security for all Contractor's working papers prepared under this Contract.

8.51.5 County acknowledges that the materials may contain general know-how and prior intellectual property of Contractor that is used or usable by Contractor in connection with provision of products and services to other persons, firms, and entities. Accordingly, County agrees that Contractor may use all such know-how and prior intellectual property in connection with provision of products and services to others. All rights in such general know-how, including but not limited to utility routines, generalized interfaces, algorithms, ideas, techniques, concepts, proprietary processes, tools, methodologies and improvements thereon, shall continue to vest in Contractor. Should such general know how and prior intellectual property form a part of the materials, Contractor grants to County nonexclusive and perpetual license to use such intellectual property to enable County's internal use of such materials at no cost to County All data or other materials furnished by County for use by Contractor under this Contract shall remain the sole property of County and will

be held in confidence in accordance with this Contract. Upon County's request, such materials will be returned to County upon completion of materials.

8.51.6 Contractor hereby grants to County, a non-exclusive license to use, modify, and/or reproduce any and all materials described in Subsection 8.51.1, which license is irrevocable, perpetual, nonexclusive, non-terminable, and no-cost to County. County hereby grants to Contractor, for Contractor's use non-exclusive license to use, modify, and/or reproduce any and all materials described in Subsection 8.51.1, which license is irrevocable, perpetual, nonexclusive, non-terminable, and no-cost to Contractor.

8.51.7 County will use reasonable means to ensure that Contractor's proprietary and confidential materials are safeguarded and held in confidence. County agrees not to reproduce, distribute, or disclose to non-County entities (other than outside counsel or Contractor(s) on the Bouman v. Baca action and related matters, subject to non-disclosure Contract(s) Contractor's proprietary and confidential material, without the prior written permission of Contractor or as required by law or pursuant to Section 8.31 (Dispute Resolution Procedure).

8.51.8 Notwithstanding any other provision of this Contract, County shall not be obligated in any way under this Contract for:

A. Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends required pursuant to Section 8.51;
B. Any materials covered under Section 8.51; and
C. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law.

8.51.9 Contractor and County shall protect the security of and keep confidential all materials obtained or developed under this Contract. Further, Contractor and County shall use whatever security measures are reasonably necessary to protect all such materials from loss or damage by any cause, including, but not limited to, fire and theft.

8.52 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

8.52.1 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and

against any and all liability, including but not limited to claims, demands, damages, losses, fees (including attorney and expert witness fees), costs, and expenses, for or by reason of any actual or alleged infringement of any patent or copyright, and/or any actual or alleged trade secret disclosure or misappropriation, directly arising from and/or caused by any Deliverable/Service(s) and/or utilization of Contractor's work under this Contract (hereafter collectively referred to as "Infringement Claim") other than any Infringement Claim arising from or relating to any unauthorized modification or unauthorized use of the Deliverable by County subsequent to Contractor's delivery to County of any such Deliverable.

8.52.2 Any legal defense pursuant to Contractor's indemnification obligations under this Section 8.52 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the County's right to participate in any resolution of a matter defended by the Contractor, said defense shall be at the Contractor's direction.

8.52.3 Without limiting the foregoing, in the event County's Project Director becomes aware that ongoing use of any Deliverable/Service(s), or any part of them, is the subject of any Infringement Claim that might preclude or impair County's use of the Deliverable/Service (e.g., injunctive relief), or that County's continued use of the Deliverable/Service may subject it to punitive damages or statutory penalties or other costs or expenses, County shall give written notice to Contractor of such fact(s). Upon notice of such facts, Contractor shall, at no cost to County, either (1) procure the right, by license or otherwise, for County to continue to use the Deliverable/Service), or (2) to the extent Contractor is unable to procure such right, then Contractor shall replace and/or modify the Deliverable/Service, in County's determination, to become non-infringing, non-misappropriating, and/or non-disclosing. If Contractor fails to complete the remedial acts set forth above within thirty (30) days of the date of the written notice from County, County shall have the right to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of the Deliverable/Service or damages or other costs or expenses (hereafter referred to as "County's Remedial Acts"). Contractor shall indemnify County for all amounts paid and all direct and indirect costs associated

with County's Remedial Acts. Failure by Contractor to pay such amounts and costs within thirty (30) days of invoice by County shall, in addition to, and cumulative to all other remedies entitle County to immediately withhold payments due to Contractor under this Contract up to the total of the amounts and costs paid in connection with County's Remedial Acts.

8.52.4 The indemnification for Infringement Claims shall not apply if any infringement claim is based upon the use of a Deliverable/Service(s) in connection with equipment, software, or devices not authorized by Contractor, on in a manner for which the Deliverable/Service(s) was not designed, or where the Deliverable/Service(s) has been modified by County or for County by someone other than Contractor in a manner to become infringing.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

HUMAN PERFORMANCE SYSTEMS, INC.

By Deborah L Gebhardt
Contractor

Deborah L Gebhardt
Print Name

President
Title

COUNTY OF LOS ANGELES

By_____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By_____

APPROVED AS TO FORM:

RAYMOND G. FORTNER

By Mary Wickham
Mary Wickham, Deputy

EXHIBIT A

CONSULTANT SERVICES

County of Los Angeles
Sheriff's Department

Human Performance Systems, Inc.

EXHIBIT A
STATEMENT OF WORK

DESIGN AND VALIDATE PHYSICAL PERFORMANCE TESTS

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1.0 PROJECT OBJECTIVES

Contractor shall:

Objective 1
Develop and validate physical performance tests to be utilized as part of the selection process and for evaluation of individuals seeking the Special Enforcement Deputy, Canine Deputy, Emergency Services Deputy, Staff Instructor Deputy, Arson Investigator Deputy, and Boat Operator Deputy positions.

Objective 2
Develop a pre-academy entry level physical performance test for the Deputy Sheriff Trainee applicant with emphasis on transportability of existing validated processes.

Objective 3
Conduct a job analysis of the deputy position and/or utilize AON Consulting's deputy job analysis to the extent possible in order to render validated processes for Objectives 1 and 2.

Three (3) work plans are described below detailing how these work plans shall be conducted and what shall be accomplished in each. The three (3) work plans are:

Work Plan 1
Development and validation of physical performance tests for the Special Enforcement Deputy, Canine Deputy, Emergency Services Deputy, Staff Instructor Deputy, Arson Investigator Deputy, and Boat Operator Deputy.

Work Plan 2
Development of an entry level physical performance test for the Deputy Sheriff Trainee applicant with emphasis on transportability of existing validated processes.

Work Plan 3
To conduct a job analysis of the deputy position and/or utilize AON Consulting's deputy job analysis to the extent possible in order to render validated processes for Objectives 1 and 2.

All procedures described in this Exhibit A (Statement of Work) shall satisfy the requirements set forth in the Uniform Guidelines on Employee Selection (1978) and comply with all appropriate statutes (e.g., ADA, Civil Rights Act 1991), professional guidelines, as well as applicable Court judgments, decrees, and orders from the Bouman v. Baca litigation.

2.0 PROJECT PLANNING

The steps of the Project Planning Phase shall include:

2.1 Formulation of an Oversight Committee

An Oversight Committee shall be composed of one or more representatives from each stake holder group (e.g., Los Angeles County Sheriff's Department, County Counsel, CONTRACTOR, Outside Counsel). Formation of an oversight committee shall ensure that all groups impacted by the project shall participate in the project and be given notice of the resources needed for project completion. The Oversight Committee shall review and have input into the products generated in the project phases.

2.2 Obtain Background Information

Job information from the AON job analyses, training materials, performance appraisals, career progression information, and POST academy requirements shall be provided for review and these materials shall be used to provide input into the project development. Contractor shall ensure that to the extent there exists previously developed processes known to Contractor that could be utilized by the County on this project such will be utilized at the County's option as part of an overall cost-savings plan. The Contractor has priced the Statement of Work for the project assuming that no previously developed processes can be utilized on this project. Accordingly, to the extent the Contractor is able to utilize previously developed processes in the performance of the project, it is expected that cost-savings will be realized. All background information for the six special assignment positions, the Deputy position, and academy requirements shall be obtained during the project planning phase.

2.3 Plan for Implementation

The implementation process needs to be addressed in the early stages of the project to ensure that Los Angeles County Sheriff's Department (LASD) is ready to implement the products upon completion of the project. This initial planning for the implementation of the project shall enable CONTRACTOR and LASD to identify the final implementation strategy and shall provide for immediate execution of the plan at the completion of the project.

2.4 Conduct Project Planning and Review Meetings

Project planning and review meetings shall be scheduled at strategic points in the project to keep all parties informed of the project products, problems encountered, and work in progress.

2.5 Gather demographic Data for the Six (6) Special Assignments (e.g., Special Enforcement Deputy) and Deputy Positions)

Demographic data shall be provided by LASD to allow for development of stratified sampling plans for the all positions in the project. The demographic data shall be used to ensure that individuals selected for interviews, focus groups, and data collections (e.g., ergonomic, validation) are representative of the job population.

3.0 WORK PLAN I

SPECIAL ENFORCEMENT DEPUTY, CANINE DEPUTY, EMERGENCY SERVICES DEPUTY, STAFF INSTRUCTOR DEPUTY, ARSON INVESTIGATOR DEPUTY AND BOAT OPERATOR DEPUTY

3.1 PHASE I: JOB ANALYSIS

The job analysis phase shall consist of the following steps: gathering background materials, conducting site visits and interviews, gathering ergonomic data, developing supplementary task inventories, and collecting task data. CONTRACTOR must use a multi-method approach to identify the physical demands, ergonomic parameters, and environmental working conditions.

3.1.1 Gathering of Background Materials

Current job analysis results from AON shall be provided for review, along with training materials and requirements, performance appraisals, career progression information, and existing job analysis results for each job.

3.1.2 Preliminary Job Review

Review of the AON job analyses for the Special Enforcement Deputy, Canine Deputy, Emergency Services Deputy, Staff Instructor Deputy, Arson Investigator Deputy, and Boat Operator Deputy shall be used to determine the specific physical performance types of data that are needed to provide LASD with state of the art assessment procedures. CONTRACTOR must use a " Task Database" to retrieve tasks, abilities, ergonomic data, and environmental data related to similar law enforcement positions CONTRACTOR has analyzed (e.g., SWAT, canine, hostage rescue, emergency medical services).

3.1.3 Review of Special Enforcement Bureau Incident Reports

CONTRACTOR shall review the Special Enforcement Bureau incident reports and incident reports related to any of the other jobs under investigation. These incident reports shall be selected at random and examined to obtain an overview of the content and extent of the activities at the incidents. The CONTRACTOR review shall examine the type and frequency of activities performed at the incidents, along with the types of conditions present during the

incidents. This information shall be used at a later point in the project (e.g., scenario development).

3.1.4 Site Visit and On-Site Interviews

CONTRACTOR staff shall interview incumbents in each job and observe them performing job tasks. Interviews conducted with incumbents and supervisors during the site visit shall focus on expanding the existing critical job activities, generating questions for use in the supplemental questionnaires, and discussing the physical aspects of each job.

During the interviews critical incidents and training scenarios shall be obtained from incumbents' on-the-job experience. For example, Special Enforcement Deputy staff can develop a typical scenario that includes tactical maneuvers. The incidents and scenarios for each job shall be used in the formation of exercises for gathering physiological data at a later point in the study.

3.1.5 Ergonomic Analysis Step One

Ergonomic data shall be gathered at several points during the study and after the site visit to identify ergonomic parameters (e.g., forces, heights, distances) associated with tasks encountered in the Special Enforcement Deputy, Canine Deputy, Emergency Services Deputy, and Staff Instructor Deputy jobs. For example, the forces required to restrain a dog or drag an unconscious person must be obtained through the use of force measuring devices. This data shall be used in the test development and validation phase.

3.1.6 Critical Incidents

Any critical incidents described by incumbents during the site visits shall be summarized and compared to incident reports logged in the LASD prior to the site visit data collection. These incidents and the logged incidents shall be used at different points in the project.

3.1.7 Review and Revision of Task Lists

The information from the site visit shall be used to revise each task list and prepare a draft of the final task list for the six primary jobs (e.g., Special Enforcement Deputy). CONTRACTOR shall meet with incumbent and supervisory personnel to finalize the lists and modify them as needed. During these meetings CONTRACTOR shall review the scenarios developed for each job.

3.1.8 Supplemental Task and Ability Questionnaire

Job analysis questionnaires related to the physical requirements of the six jobs shall be developed. Further, the job activities listed by AON for the Special Enforcement Deputy, Canine Deputy,

Emergency Services Deputy, and Staff Instructor Deputy combine several physical tasks/activities into one statement. These types of tasks shall need to be broken up into individual tasks. This will allow for identification of the demands (e.g., ability) on a task basis. This additional data shall be used to allow for validation of a test(s) that accurately represents a job(s) across multiple settings additional data are required.

3.1.9 Task Questionnaire

Ergonomic and ability data related to the essential job activities identified by AON and the data collected by CONTRACTOR shall be obtained to define the duration of essential tasks and physical demand. Where needed additional information related to frequency must also be obtained. A task questionnaire shall be developed for the Special Enforcement Deputy, Canine Deputy, Emergency Services Deputy, and Staff Instructor Deputy and will be rated by incumbents in each job. Further, for additional physically demanding tasks gathered from the site visit for each job, data shall be gathered to determine whether they are essential to the specific job.

3.1.10 Physical Demands and Ability Identification

The physical demands (abilities) of the Special Enforcement Deputy, Canine Deputy, Emergency Services Deputy, and Staff Instructor Deputy shall be identified through the use of a "Physical Demands Inventory" system. The "Physical Demands Inventory" system must be described in great detail in proposal. This instrument must identify the physical abilities required for the jobs and allow for comparison of ability profiles across jobs. Supplemental questions related to ergonomic and environmental conditions shall also be included (e.g., stairs and walls climbed, overtime worked). This "Physical Demands Inventory" system data shall be collected following the data analysis for the task questionnaire data. The "Physical Demands Inventory" system must link the essential job activities/tasks to physical abilities.

Since the number of individuals in some positions is low, CONTRACTOR shall conduct meetings with small groups of incumbents in each job to gather the data (e.g., 8-10 for Emergency Services Deputy). The samples must include individuals from the protected groups (e.g., minorities, women) where feasible.

Following the data collection CONTRACTOR shall finalize the scenarios with each job. The data from this data collection shall be analyzed to create ability profiles. A cutoff rule shall be used to determine whether the original job (e.g., Special Enforcement

Deputy) should be dropped from further physical test consideration based on the ability profile. These profiles shall be compared to the entry-level Deputy job analysis results. This information coupled with the ability information shall be used to select the final additional jobs for test development.

3.1.11 Data Analysis

Descriptive statistics shall be generated for all data. A decision model for identification of additional essential tasks shall be developed that is compatible with AON's job analyses. The abilities and ergonomic data from the "Physical Demand Inventory" shall be analyzed and shall further define the physical demands of the jobs.

3.1.12 Development of Tactical/Training Scenarios

CONTRACTOR shall use the data from the site visit and descriptions of critical Incidents to formulate basic scenario outlines that would reflect the typical training exercises or actual job encounters for the Special Enforcement Deputy, Canine Deputy, Emergency Services Deputy, Arson Investigator Deputy, and Boat Operator Deputy jobs. Similar scenarios for the Staff Instructor Deputy job shall be developed that are based on their job duties.

Presently there are six different testing procedures for selection and retention in these six jobs. These six procedures shall be evaluated in relation to the job demands. To accomplish this, one of the steps shall be to generate a scenario(s) for each job based on the physical job tasks. CONTRACTOR shall generate six scenario outlines.

CONTRACTOR shall forward the basic outlines to the supervisors and incumbents in each job and instruct them to use these outlines to develop the scenarios for their jobs. These initial scenarios shall form the basis for the final ones. These scenarios shall be mailed to CONTRACTOR for review. Following this review, CONTRACTOR shall meet with personnel in each job to refine and finalize the scenarios (meet during review of task lists listed above).

3.2 PHASE II: ERGONOMIC ANALYSIS STEP TWO

To provide an accurate assessment of the physiological demands of the six jobs CONTRACTOR shall conduct a second data collection. The scenarios developed by the Special Enforcement Deputy, Canine Deputy, Emergency Services Deputy, Staff Instructor Deputy, Arson Investigator Deputy, and Boat Operator Deputy personnel must undergo a second review to modify ergonomic parameters based on information gathered from the Task Questionnaire and the Physical Demand Inventory. These modifications, where needed, shall result in the finalized scenarios. At the

same time those additional jobs that were finalized as having adequate physical demand to warrant additional testing must be reviewed to develop scenarios that are indicative of the job.

The physiological requirements (e.g., oxygen uptake/aerobic requirements, forces, time in selected positions) of the scenarios developed for each job shall be determined to ensure that the assessments being used for selection into the Special Enforcement Deputy, Canine Deputy, Emergency Services Deputy, Staff Instructor Deputy, Arson Investigator Deputy, and Boat Operator Deputy positions accurately reflects the job demands and must ensure that the components in the assessments are critical to job performance.

Incumbent personnel from Special Enforcement Deputy, Canine Deputy, Emergency Services Deputy, Staff Instructor Deputy, Arson Investigator Deputy, and Boat Operator Deputy shall perform the scenarios related to their job. Data such as oxygen uptake, heart rate, and other data shall be gathered as the incumbents complete the scenarios. Following the data collection, the data must be analyzed for use in the validation of the physical performance assessments that shall be used for selection into these jobs.

3.3 PHASE III: PHYSICAL PERFORMANCE TEST DEVELOPMENT

Two types of tests can be used to measure physical capabilities: (1) job sample or simulation tests and (2) basic ability tests. Job simulation or work sample tests mimic the actual job tasks. Basic ability tests evaluate abilities such as aerobic capacity, strength, muscular endurance, etc. CONTRACTOR shall work with LASD to determine which test type(s) best meets their needs.

Three options are available: (1) job simulation/work sample tests, (2) basic ability tests, or (3) a combination of basic ability and work sample tests. The option selected shall be based on the job demands and the needs of LASD and must incorporate the latest technology in the physical testing area.

During the test development phase, Contractor shall consider the following issues to determine the most effective events/tests to include in the test battery for each job. These issues are:

A) Validity and Reliability
B) Adverse Impact
C) Safety

The results of the supplemental job analyses and the AON job analyses shall be used to design tests that reflect the essential job activities/tasks

and ergonomic parameters. Information such as distances ran and other parameters must be used. If work sample tests are selected, information on task sequencing gained in the supplemental job analyses and scenario development shall be used to ensure the fidelity of the tests. If basic ability tests are used in combination with a work sample, the tests selected or designed shall measure the required physical abilities identified in the job analysis. Presently the same test components are used for the Special Enforcement Deputy and Emergency Services Deputy positions. The job analysis data for each position shall be used to determine whether a single test battery can be used for both jobs, or whether separate batteries should be designed. If the same test battery is used for both jobs, different passing scores may be used. These decisions shall be made jointly between LASD and CONTRACTOR.

Issues related to adverse impact shall be addressed in the test development and validation phases. Further, the safety of the tests shall be evaluated during the test development and pretest steps. Upon completion of the test development stage, CONTRACTOR shall meet with LASD to present the proposed tests for each job and review the validation strategy that shall be used to validate the tests.

For the additional jobs with high physical demand, CONTRACTOR and LASD shall determine the type of test (basic ability, work sample) to use for testing. The steps to validating these tests shall follow the same approach as the original jobs (e.g., Special Enforcement Deputy, Canine Deputy).

Following approval of the proposed tests, CONTRACTOR shall conduct a pretest of all work sample tests, and any newly designed ability tests (if needed). During the pretest any problems shall be addressed and modifications shall be made (e.g., distance due to testing facility size) if needed. If a job performance (criterion) measure of a supervisor and/or peer rating is used for the validation, it shall be pretested at the same time as the tests.

3.4 PHASE IV: PHYSICAL PERFORMANCE TEST VALIDATION

Contractor/Consultant must demonstrate that they have used content and criterion related validation strategies in the public and private sectors. Validation studies test batteries (work sample and basic ability) must be validated by using a concurrent criterion-related strategy. In these instances the tests must demonstrate both content and criterion-related validity.

3.4.1 Content Validation

For a content validation strategy, CONTRACTOR shall use the ergonomic and physiological data that defined selected parameters

(e.g., force, VO2) and job analysis results (e.g., time spent) to assist in the identification of the passing score(s) for each test. The potential approaches are described below and shall depend upon the type of job sample used. Regardless of the approach, a sample of incumbents from each job shall be provided for testing. These incumbent scores shall be used to establish passing scores.

Since there are limited numbers of women in these jobs, women from other LASD positions or outside agencies shall be recruited to perform the tests. However, to participate the women must meet specific criteria to ensure that they possess the requisite skills and abilities for the potential job.

3.4.2 Potential Steps to Establishing Passing Scores

1. If work samples developed are single events (e.g., place dog in vehicle), job analysis data shall be used to establish the content validity of the test and establish a passing score. For example, if a Canine Deputy task is simulated that involves lifting the dog into a location, ergonomic data specifying the weight of dogs in LASD, the heights of locations dogs are lifted to (e.g., openings in ceiling, cages, compartments), and the time spent and frequency of performance shall be used to establish the validity and passing score. Incumbent personnel performing this task shall supply rating information about the fidelity of the task and the acceptability of the passing score.

2. The physiological data from the scenarios shall be use here to ensure that the work sample tests require the same demand found in the scenarios.

   For example, if one of the scenarios consisted of a task that was learned on the job, it would not be appropriate for selection purposes. In this case the forces, task duration, etc. in the scenario task would be used as the criteria for more generic tasks that can be used in the selection for the job(s).

3. Subject Matter Expert panels can also be convened to provide additional data not obtained in the job and ergonomic analyses. Data describing specific levels of performance can be rated by the Subject Matter Experts to determine whether the standard is applicable to the job. Second, a rating and ranking approach can be coupled with these ratings because of the small number of individuals in

each title. This approach involves having supervisors and/or peers first place a person into a category (e.g., poor, good, excellent), and then rank the individuals within each category. Data from this ranking coupled with test performance by incumbents can assist in setting the passing score.

3.4.3 Criterion-Related Validation

In light of the case law, a criterion-related validation strategy would provide strong validity evidence and a minimum passing score that reflects acceptable job performance and levels of requisite physical abilities. However, if due to the low number of incumbents in each of the six jobs CONTRACTOR cannot use this approach in the manner typically used (e.g., regression analysis), it must be clearly articulated to LASD. However, if the addition of several new jobs, it may be possible to combine jobs based on their ability structure. This shall be determined at the completion of the Supplemental Task and Ability Questionnaire.

3.4.4 Criterion Measure

As stated above for the content model, a criterion or job performance measure such as supervisor and/or peer rating, injuries, and physiological data can be used to establish the relationship (correlation) between the test and actual job performance. If a rating instrument is used, it shall be developed by CONTRACTOR based on the job analysis results, supplemental job analysis, and ergonomic data. The ratings instrument shall be pretested at the end of the test development phase when the physical tests are pretested. Revisions to the ratings instrument shall be made based on the pretest.

A second criterion measure may be used. The physiological scores on the scenarios shall be correlated with the scores on the tests. Because of the small sample size in each job, the individuals who complete the scenarios shall also participate in the validation study. This data shall provide additional validity of the test and shall be used along with ratings data to establish a valid and fair passing score for each of the test batteries.

3.4.5 Data Analysis

Data from all jobs shall be analyzed to establish the test validity. Descriptive statistics shall be used to determine mean performances on each test. Correlation analysis and analysis of variance, where possible, shall be used to determine similarities and differences in performance, as well as the test validity.

Analyses shall be performed to determine whether there is more than one option for the test batteries.

At the completion of this phase the LASD must have physical performance test batteries for the Special Enforcement Deputy, Canine Deputy, Emergency Services Deputy, Staff Instructor Deputy, Arson Investigator Deputy, and Boat Operator Deputy that are valid for use in selecting and testing candidates and evaluating incumbents in the job at scheduled intervals (e.g., 3 months, 6 months).

CONTRACTOR shall schedule a meeting with LASD to discuss the results of the validation study and select a final test battery for each job.

3.5 PHASE V: DOCUMENTATION AND IMPLEMENTATION

3.5.1 Documentation

Interim and final reports outlining the activities and accomplishments during all phases of the project shall be written and presented to LASD in draft form. The reports shall include descriptions of all data collection methods, statistical analyses, results, and recommendations and shall conform to federal and professional standards. Following the final implementation meeting, the report shall be finalized and submitted to LASD. Test manuals shall be generated for each job. These manuals shall address test setup, administration, scoring, and equipment calibration (if needed). Each manual shall be used when the test are administered for selection into the job or periodic certification.

3.5.2 Implementation

The implementation phase shall involve: (1) final implementation meeting with the LASD to discuss project results and implementation, (2) development of physical performance test manuals, (3) recommendations for administration of the physical performance tests, and (4) training test administrators.

4.0 WORK PLAN II

DEVELOPMENT AND VALIDATION OF ENTRY LEVEL PHYSICAL PERFORMANCE TEST

The effectiveness and productivity of individuals in arduous jobs is directly related to their ability to meet the varying physical demands that they encounter. To ensure worker safety and efficiency, it is important to place and retain individuals whose physical and cognitive abilities are commensurate with the job

demands. Several benefits result from the use of valid pre-academy physical performance and cognitive assessments. These include: (1) identifying individuals who are effective in performing essential job functions and tasks; (2) reducing the work-related injuries and in turn worker compensation costs; (3) ensuring consistency and fairness in employment decisions; and (4) decreasing turnover. This test must not only reduce on the job injuries, but also reduce the number of remediations and failures in the academy. The development and validation of a physical performance tests for candidates is outlined below. These testing procedures shall be based on the essential tasks and abilities identified in the Deputy job analysis.

4.1 PHASE I: TEST DEVELOPMENT

Test shall be identified or designed to meet LASD needs and comply with federal and state guidelines. These tests shall be job-related, valid, and legally defensible. In addition, all options considered shall take into account LASD's needs and constraints to ensure that the test meets LASD's specific needs. As stated above for the Special Enforcement Bureau testing, two types of tests have been used to measure physical capabilities: (1) basic ability tests and (2) job simulation tests. **Basic ability** tests are developed to measure the abilities (e.g., strength, flexibility) required to perform adequately in a job. Such tests are appropriate for all jobs requiring these abilities. **Job simulation** tests include components of the job being studied (e.g., drag victim/resistive individual) such as the LASD stress shooting course. Job sample tests require a candidate to use equipment or tools used on the job. Both job simulation and basic ability tests can be designed and validated for the applicant testing. Further, combinations of basic ability and job simulations tests can be used.

Issues related to validity, reliability, adverse impact, safety, and feasibility shall be taken into account to determine the most effective tests to design. The type(s) of tests used shall depend upon the needs and constraints of LASD. If basic ability tests are selected, the physical abilities identified in the job analysis as required for performance of the essential tasks shall be used to select or design tests. CONTRACTOR staff shall consider validity and reliability, potential adverse impact, safety, and feasibility when selecting these tests. Multiple tests that assess the same ability shall be developed and evaluated in order to empirically determine the most effective tests for selecting Deputies.

If a job simulation/work sample test is used, the essential tasks shall be reviewed for feasibility of simulation. Issues related to whether the task skill is learned in the academy or on the job shall be taken into consideration. The Uniform Guidelines (1978) clearly state that a selection test may not evaluate skills learned later on the job or in training.

Therefore the simulations must be designed in a manner that training is not needed.

Following the development stage, the test(s) must be presented to LASD for approval before conducting the validation study.

4.2 PHASE II: TEST VALIDATION

According to the American Educational Research Association, the American Psychological Association, and the National Council on Measurement in Education, "Validity is the most important consideration in test evaluation" (AERA, APA & NCME, 1999). Validation requires the gathering of evidence to assess the appropriateness, meaningfulness, and usefulness of the tests and results in establishing the "degree to which the evidence supports the inferences (prediction of job performance) that are made from the test scores." The validation strategies outlined in this section apply to CONTRACTOR designed tests or to revalidating existing LASD tests.

In light of the case law, a criterion-related validation strategy would provide strong validity evidence (demonstrating which tests are the best predictors of job performance) and a minimum passing score that reflects acceptable job performance and levels of requisite physical abilities. The procedure to be used to complete a criterion-related validity study must comply with the Federal Uniform Guidelines (1978), the Principles for Validation and Use of Personnel Selection Procedures (SIOP, 1987), and the Standards for Educational and Psychological Testing (AERA, 1999).

A criterion-related strategy involves obtaining physical test scores and a criterion measure from a sample of incumbents. Statistical analysis is then used to determine the relationship between how the individuals performed on the test and whether they performed equally as well or as poor in the job performance evaluation. To conduct a criterion-related validation study, four steps shall be undertaken: (1) development of a job performance (criterion) measure, (2) development of a sampling plan, (3) data collection, and (4) data analysis. These steps for the criterion-related validity study are outlined below.

4.2.1 Criterion Measure Development

The criterion or job performance measure can take the form of supervisor/peer ratings, job sample scores, productivity data, or injury and lost work time data. The criterion must (1) be relevant for all incumbents in the job, (2) be sensitive to differences in performance across incumbents, (3) measure important facets of the physical requirements of the job, (4) be available for all

incumbents and allow for comparison across incumbents, and (5) be fair to all incumbents.

The type of job performance measure used shall be dependent upon the type of test developed and the information available. For example, if injury or lost time from work data is available, retrospective analyses may be used. Supervisor/peer ratings and job samples can also be used as the job performance measures. Regardless of the type of criterion measure used, CONTRACTOR must demonstrate statistically significant relationships between physical performance tests and supervisor/peer ratings or injury data (e.g., Baker & Gebhardt, 1994; Gebhardt & Baker, 1992; 1994; Gebhardt, et al., 1992).

CONTRACTOR shall coordinate with LASD to determine which type(s) or combination of job performance measure(s) is most feasible and best suited to the jobs. If criterion measures are developed for this project, a pretest shall be scheduled to ensure the reliability and effectiveness of the measures.

4.2.2 Sampling Plan and Data Collection

A stratified sample of incumbents shall be selected to participate in the criterion-related validation study. To ensure that CONTRACTOR can perform the proper statistical fairness analyses for the physical test, LASD shall have to have to ensure that adequate samples of women and minorities participate in the validation study.

4.2.2.1 Medical Screening for the Physical Test

To ensure the safety of the validation participants, each incumbent identified shall complete a confidential medical self-report form developed by CONTRACTOR. These medical questionnaires shall be reviewed by CONTRACTOR.

4.2.2.2 Data Collection

A schedule for the data collection sessions shall be generated to enable CONTRACTOR to carry out the validation in an effective manner. Personnel from LASD shall be trained as test administrators for the validation data collection. CONTRACTOR staff shall oversee and conduct each data collection session, be responsible for medically screening incumbents prior to the validation data collection, and ensure that each validation data collection session is completed safely and properly.

4.2.3 Data Analysis

Descriptive statistics (e.g., mean, standard deviation) shall be generated for all physical tests and the criterion measures. The reliabilities of the tests and the criterion measures shall be assessed using standard procedures (e.g., test-retest reliability). Physical Performance Tests. Correlation analyses (e.g., multiple regression) shall be used to determine the relationship between the physical performance tests and job performance. This statistical technique shall identify the physical tests that are the best predictors of performance on the job. Test fairness shall be evaluated using a differential prediction method that assess whether the relationship of test scores and job performance is similar across sub-groups (e.g., gender, ethnic group). Pass/fail ratios shall be used to determine a passing score(s) on the tests that is indicative of acceptable job performance.

At the completion of this phase the LASD shall have an entry level physical performance test battery that is a valid predictor of job performance. Thus, the test shall be appropriate for selecting and testing candidates for the Deputy job.

4.3 PHASE III: IMPLEMENTATION AND DOCUMENTATION

4.3.1 Implementation

Advance planning for implementation of the basic ability and job simulation tests resulting from the project is important to the effective use of the products. The implementation phase must involve: (1) consultation with the Oversight Committee and at other points during the project, (2) developing a physical performance test manual, (3) training test administrators, and (4) conducting an implementation meeting.

4.3.1.1 Oversight Committee and CONTRACTOR Meeting

The planning for the implementation shall start during the project planning phase (I). During the initial meeting CONTRACTOR shall emphasize that it is critical to finalize the implementation plan at an early date in order to facilitate the use of the physical performance test upon completion of the validation study.

4.3.1.2 Physical Performance Test Manual Development

CONTRACTOR shall generate a test manual. The test manual shall address issues related to test administration, scoring procedures, record keeping,

equipment maintenance, and equipment procurement. The manual shall emphasize the need for standardization and objectivity in the test setting and shall include scoring and record keeping forms for use by LASD to establish a database.

4.3.1.3 **Training Test Administrators**

CONTRACTOR shall conduct a training seminar to instruct individuals on the administration of the physical performance tests. The training seminar shall cover all aspects of testing such as test set-up, scoring procedures, and equipment maintenance. The seminar shall provide hands-on experience and feedback for test administrators. Examiner qualifications and the need for standardization shall be emphasized. Final Meeting with LASD Personnel
A final meeting that reviews the project in its entirety shall be conducted. This briefing shall include an overview of the project and the products and results.

4.4 **Documentation**

A final report shall be provided that shall describe the activities and accomplishments during specific phases of the entry level test development and validation. The report shall address adverse impact (e.g., gender, race) and issues related to validity, safety, and practicality of test development and implementation. The report shall conform to the Federal Uniform Guidelines and professional standards.

5.0 WORK PLAN III

JOB ANALYSIS OF DEPUTY POSITION

To develop and validate physical performance tests for evaluation of individuals seeking the Special Enforcement Deputy, Canine Deputy, Emergency Services Deputy, Staff Instructor Deputy, Arson Investigator Deputy, and Boat Operator Deputy positions; and to develop an entry level physical performance test for the Deputy position with emphasis on transportability of existing validated processes; a job analysis of the deputy position shall be conducted.

Similar to the job analysis for the six coveted jobs. CONTRACTOR shall gather background materials (e.g., POST), conduct site visits and interviews, gather ergonomic data, conduct a baseline task inventory for the physical tasks of the Deputy job, and collect task inventory data. Current job analysis results from AON shall be reviewed. However, these materials only apply to the cognitive Deputy functions and tasks. Therefore, training materials, requirements (e.g., POST), and career progression information shall also be reviewed.

5.1 PHASE I: PRELIMINARY REVIEW AND SITE VISIT

5.1.1 Preliminary Job Review

CONTRACTOR shall use the "Task Database" to retrieve tasks, abilities, ergonomic data, and environmental data related for entry-level law enforcement positions CONTRACTOR has analyzed (e.g., she riff, police officer, state trooper). This information shall be used to develop a preliminary task list and identify ergonomic and environmental conditions that may be present in the LASD Deputy position. This information and questions generated by CONTRACTOR shall be used in the site visit observations and interviews

5.1.2 Site Visit and On -Site Interviews

CONTRACTOR staff shall interview incumbents in the Deputy job and observe their job performance during ride-alongs. Interviews conducted with incumbents and supervisors during the site visit shall focus on generating an accurate listing of the job tasks and activities and discussing the physical aspects of each job. The tasks on the preliminary list shall be reviewed for clarity and accuracy. Tasks shall be modified as appropriate and new tasks shall be generated.

5.1.3 Ergonomic Analysis

Ergonomic data shall be gathered during and after the site visits to identify ergonomic parameters (e.g., forces, heights, distances) associated with tasks encountered by the Deputies. The ergonomic analysis shall be used to: (1) clarify task statements and to define the demands of the tasks and (2) incorporate the ergonomic parameters associated with the essential job duties into the physical evaluation procedure. Factors such as the amount of lifting, pulling, bending, reaching, climbing, carrying, and rate and sequence of activity involved in the performance of the Deputy tasks shall be evaluated. Other data related to the ergonomic parameters (e.g., weights of the vest, belt, handcuffs, weapon) associated with job tasks shall be gathered during the site visit in a similar manner to those for the Special Enforcement Deputy and other jobs.

5.1.4 Review and Revision of Task List

Following the site visit, the preliminary task list and other materials shall be revised and questions related to the ergonomic and environmental parameters of the job must be developed. CONTRACTOR shall meet with incumbent and supervisory personnel to review and finalize the task list. This review must ensure that the task list contains a complete listing of the physical

job tasks and that the terminology is accurate. This information shall be used to create a final version of the Deputy task list and working condition questions.

5.2 PHASE II: TASK INVENTORY

Although AON has collected job analysis data for the Deputy position it only addresses the essential cognitive tasks. Therefore, a task inventory must be developed to identify the essential physical tasks and functions for the Deputy position.

5.2.1 Task Inventory

Determination of the essential job tasks is imperative to providing a legally defensible relationship between the job and the Academy pre-entry Physical Performance Test as well as the physical performance test for the specialized positions, (e.g., Special Enforcement Deputy). A task inventory questionnaire must be developed for the Deputy position. Instructions outlining the purpose of the project and how to complete the task inventory shall be provided to all raters. Deputies shall rate the tasks on the final list on four scales: Frequency, Importance, Time Spent, and Physical Effort. The Frequency and Time Spent ratings of tasks reflect the number of times tasks are performed and time taken to complete a task. The Physical Effort ratings must provide an initial indication of the physical demand associated with each task.

Data shall also be collected on ergonomic and working conditions experienced by incumbents through the use of supplemental questions. These questions shall be used to identify various ergonomic parameters (e.g., distances, weights, heights) associated with Deputy tasks and ensure that the ergonomic parameters are included in the evaluation procedures.

5.2.2 Data Collection

A sampling plan shall be developed from demographic information for Deputy personnel supplied by LASD. The sample shall be stratified by gender, age, ethnic group, rank, and assignment. Use of the sampling plan shall ensure that the demographic composition of the respondent sample is representative of the demographic structure of the job population. The sampling plan must also ensure that adequate statistical power is obtained. Over sampling of protected groups (e.g., women, minorities) shall be done to ensure that adequate numbers of responses are received for accurate results for these groups.

5.2.2.1 Distribution of Task Inventory

Several methods are available for distributing and collecting task inventories (e.g., direct data collection, department distribution). For purposes of this project CONTRACTOR shall conduct group administrations (e.g., n=25-30) of the task inventory. This shall allow for gathering of task data in a timely manner and ensure a high response rate.

5.2.2.2 **Data Analysis**

Descriptive statistics (mean, standard deviation) shall be generated for the ratings on each scale and supplemental responses. A task criticality algorithm (e.g., frequency, time spent, importance) shall be used to determine the essential physical job tasks. The AON approach shall be reviewed and the final method used shall be determined jointly by CONTRACTOR and LASD. The physical effort ratings for the essential tasks shall be reviewed to identify the physically demanding essential tasks. Finally, the consistency/reliability of the task ratings across raters on each scale (i.e., interrater reliability) shall be determined using intraclass correlation coefficients. The essential tasks from each job shall be matched to the supplemental question results.

5.3 PHASE III: IDENTIFICATION OF PHYSICAL DEMANDS

To allow for efficient data collection the physical demands of the Deputy position shall be assessed using the Physical Demands Inventory. This instrument shall be administered at the same time as the task inventory. The physiological, biomechanical, and motor control (i.e., perceptual motor) factors which shall be taken into consideration in the Physical Demands Inventory are listed below.

A) Muscular Strength
B) Muscular Endurance
C) Anaerobic Power
D) Flexibility
E) Equilibrium
D) Cardiovascular Endurance/Aerobic Capacity

The Physical Demands Inventory shall yield a physical ability profile of the relative levels of abilities required to perform the physically demanding tasks of the Deputy job. The results of the Physical Demands Inventory shall be used to identify the required physical abilities associated with the Deputy position.

5.3.1 Data Collection

A sampling plan shall be developed from demographic information for Deputy personnel supplied by LASD. The sample shall be stratified by gender, age, ethnic group, rank, and assignment. Over sampling of protected groups (e.g., women, minorities) shall be done to ensure that adequate numbers of responses from these groups are received. The Physical Demands Inventory data shall be collected by CONTRACTOR. Group administrations (e.g., n=25-30) shall be conducted.

5.3.2 Data Analysis

Descriptive statistics shall be generated for the Physical Demands Inventory data. This data shall be used to formulate an abilities profile for the Deputy job.

5.4 PHASE IV: DOCUMENTATION AND IMPLEMENTATION

5.4.1 Documentation

A final report outlining the activities and accomplishments during all phases of the Deputy job analysis must be written and presented to LASD in draft form. The report shall include descriptions of all data collection methods, statistical analyses, results, and recommendations and must conform to federal and professional standards. The job analysis for the Deputy job shall yield the following products:

A) Task list for the Deputy position
B) List of essential Deputy tasks
C) Identification of relevant working conditions
D) Physical ability profile

6. MONITORING ASSESSMENT VALIDITY

6.1 MONITORING TEST AND TRAINING VALIDITY

At the completion of the project LASD shall have valid assessment procedures for selection at entry to the Deputy job, selection into specialty jobs (e.g., Special Enforcement Deputy), and a completed Deputy job analysis. To ensure that these procedures remain valid, CONTRACTOR shall generate a monitoring plan for LASD at the completion of the project. This plan shall cover all aspects included in the four work plans detailed above.

6.2 LITIGATION

In the event of litigation, CONTRACTOR shall make available to the LASD, upon request, the key personnel who worked on the project.

CONTRACTOR shall cooperate with and assist the LASD in the defense of such litigation by providing personnel for consultation or expert testimony at the standard charges for other purchasers of similar services at the time such requests for services are made.

CONTRACTOR personnel must be experienced in the legal defense of selection and promotion instruments in that they are expert witnesses in Title VII and ADA litigation. Much of CONTRACTOR' litigation experience must consist of serving as expert witnesses for challenges to physical and medical standards developed by CONTRACTOR.

7. LASD PROJECT RESPONSIBILITIES

Outlined below is a listing of LASD responsibilities for the project, with each to be accomplished under the direction of the CONTRACTOR.

7.1 GENERAL LASD RESPONSIBILITIES

7.1.1 Ensure that all requests for materials and personnel are met within the timeline agreed upon by HPS and LASD.

7.1.2 Meet all time frames in terms of schedule for data collection on (job analysis, pretest, test validation) set forth by HPS.

7.1.3 Photocopy all data collection questionnaires to include, but not limited to, task lists and task inventories for the six coveted jobs and deputy position, and other materials needed.

7.1.4 Reproduce all copies, other than the original, of interim and final reports and final test manuals submitted by HPS.

7.1.5 Review all task lists (six coveted positions and Deputy job) via mail/email and phone conversations.

7.1.6 Distribute and collect task inventories for the six coveted jobs and the deputy positions to/from incumbent personnel.

7.1.7 Project Planning

7.1.7.1 Provide personnel from LASD to serve on the Oversight Committee.

7.1.7.2 Provide demographic data for all job titles included in project.

7.1.8.3 Provide all final AON documents

7.1.8.4 Provide training materials used in academy, special assignments (e.g., Special Enforcement Deputy), and POST

7.1.9 General Items

7.1.9.1 Organize site visit

7.1.9.2 Provide incumbents for site visit interviews and observations

7.1.9.3 Identify contact persons to help in the distribution and collection of the supplemental job analysis

7.1.9.4 Review the Special Enforcement Bureau, Deputy, and other job analysis questionnaires.

7.1.9.5 Provide a stratified sample of incumbents to complete the following:

a. Special Enforcement Bureau and Deputy job analysis questionnaires
b. Special Enforcement Bureau and Deputy pretests and validation data collection
c. Special Enforcement Bureau and Deputy pretests of criterion measures
d. Physical Demands Inventory data collection
e. Task list review

7.1.9.6 Build/construct work sample equipment for predictor tests and criterion measures of Special Enforcement Bureau and other jobs and Deputy position. The cost associated with this will not exceed $5,000. See Exhibit F (Contractor's Examples of "Equipment to Build")

7.1.9.6.1 CONTRACTOR shall be responsible for any build/construction costs exceeding $5000.

7.1.9.7 Set up work sample scenario equipment prior to pretest and validation testing for Special Enforcement Bureau and other jobs and Deputy position

7.1.9.8 Provide academy instructors and supervisors for interviews and document review

7.1.9.9 Have Oversight Committee personnel review of physical tests

7.1.9.10 Have Oversight Committee personnel to review criterion measure

7.1.9.11 Organize with CONTRACTOR' assistance all Pre-tests for Special Enforcement Bureau and Deputy validation data collections

7.1.9.12 Provide test site and needed testing equipment

7.1.9.13 Identify contact persons to help in the logistics related to validation testing (e.g., identification of test site and dates)

7.1.9.14 Identify personnel from who shall serve as test administrators

7.1.9.15 Provide contact persons to help in the distribution and collection of the validation materials (e.g., participant agreement forms)

7.1.9.16 Have Oversight Committee review all necessary project results and documents

7.1.9.17 Provide LASD personnel for physical test training seminars

7.1.9.18 Provide LASD personnel for interim and final meetings related to the four work plans

EXHIBIT B

CONSULTANT SERVICES

County of Los Angeles
Sheriff's Department

Human Performance Systems, Inc.

CONTRACTOR'S COSTS AND HOURLY RATES

Costs by Work Plan/Job

Work Plan I - Labor

Work Plan I: Test Validation: Special Enforcement Deputy

Job Title	Hours	Hourly Rate	Total
Principle	133.50	224.74	30,002.79
Senior Scientist	156.00	90.47	14,113.32
Research Scientist	34.00	75.59	2,570.06
Research Associate	126.00	55.79	7,029.54
Administrative Assistant	76.50	35.78	2,737.17
		Total=	56,452.88
		Rounded Total=	56,453

Work Plan I: Test Validation: Canine Deputy

Job Title	Hours	Hourly Rate	Total
Principle	135.50	224.74	30,452.27
Senior Scientist	159.00	90.47	14,384.73
Research Scientist	36.00	75.59	2,721.24
Research Associate	125.00	55.79	6,973.75
Administrative Assistant	76.50	35.78	2,737.17
		Total=	57,269.16
		Rounded Total=	57,269

Work Plan I: Test Validation: Emergency Services Deputy

Job Title	Hours	Hourly Rate	Total
Principle	135.50	224.74	30,452.27
Senior Scientist	160.00	90.47	14,475.20
Research Scientist	37.00	75.59	2,796.83
Research Associate	126.00	55.79	7,029.54
Administrative Assistant	76.50	35.78	2,737.17
		Total=	57,491.01
		Rounded Total=	57,491

Work Plan I: Test Validation: Staff Instructor Deputy

Job Title	Hours	Hourly Rate	Total
Principle	133.00	224.74	29,890.42
Senior Scientist	160.00	90.47	14,475.20
Research Scientist	37.50	75.59	2,834.63
Research Associate	126.00	55.79	7,029.54
Administrative Assistant	78.50	35.78	2,808.73
		Total=	57,038.52
		Rounded Total=	57,039

CONTRACTOR'S COSTS AND HOURLY RATES

Work Plan I - Labor

Work Plan I: Test Validation: Arson Investigator			
Job Title	Hours	Hourly Rate	Total
Principle	133.00	224.74	29,890.42
Senior Scientist	158.00	90.47	14,294.26
Research Scientist	34.00	75.59	2,570.06
Research Associate	125.00	55.79	6,973.75
Administrative Assistant	76.50	35.78	2,737.17
		Total=	56,465.66
		Rounded Total=	56,466

Work Plan I: Test Validation: Marine Boat Deputy			
Job Title	Hours	Hourly Rate	Total
Principle	149.00	224.74	33,486.26
Senior Scientist	162.50	90.47	14,701.38
Research Scientist	41.00	75.59	3,099.19
Research Associate	126.00	55.79	7,029.54
Administrative Assistant	85.75	35.78	3,068.14
		Total=	61,384.50
		Rounded Total=	61,385

Work Plan I – Other Direct Costs (e.g., travel, phone)

Data Processing	1,500.00
Postage	1,345.00
Photocopy	843.00
Telephone	250.00
Travel	31,738.00
Supplies/Equipment	1,100.00

CONTRACTOR'S COSTS AND HOURLY RATES

Work Plan II - Labor

Work Plan II: Development & Validation of Entry Level Deputy Test			
Job Title	Hours	Hourly Rate	Total
Principle	174.0	224.74	39,104.76
Senior Scientist	200.0	90.47	18,094.00
Research Scientist	64.5	75.59	4,875.56
Research Associate	49.4	55.79	2,756.03
Administrative Assistant	92.6	35.78	3,313.23
		Total=	68,143.57
		Rounded Total =	68,144

Work Plan II – Other Direct Costs (e.g., travel, phone)

Data Processing	450.00
Postage	2,155.00
Photocopy	500.00
Telephone	80.00
Travel	9,048.00
Supplies/Equipment	435.00

CONTRACTOR'S COSTS AND HOURLY RATES

Work Plan III - Labor

Work Plan III: Job Analysis of Deputy Position			
Job Title	**Hours**	**Hourly Rate**	**Total**
Principle	61.0	224.74	13,709.14
Senior Scientist	130.0	90.47	11,761.10
Research Scientist	80.5	75.59	6,085.00
Research Associate	72.0	55.79	4,016.88
Administrative Assistant	52.0	35.78	1,860.56
		Total=	**37,432.68**
		Rounded Total=	**37,433**

Work Plan III – Other Direct Costs (e.g., travel, phone)

Data Processing	1,050.00
Postage	90.00
Photocopy	300.00
Telephone	78.00
Travel	5,348.00

EXHIBIT C

CONSULTANT SERVICES

County of Los Angeles
Sheriff's Department

Human Performance Systems, Inc.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name: Human Performance Systems

Address: 5000 Sunnyside Ave, Suite 203 Beltsville MD

Internal Revenue Service Employer Identification Number: 52-1604056

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☑	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☑	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☑	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☑	No ☐

Authorized Official's Printed Name and Title: Deborah L Gebhardt

Authorized Official's Signature: [signature] Date: 11/12/05

EXHIBIT D

CONSULTANT SERVICES

County of Los Angeles
Sheriff's Department

Human Performance Systems, Inc.

CONTRACT FOR
CONSULTANT SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

[*place* CONTRACTOR NAME *here*]

Contract No.: _____

Employee Name: Deborah L Cobhardt

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer: DL

CONTRACT FOR CONSULTANT SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Human Performance System Inc Contract No.: _____

Employee Name: Deborah L Gebhardt

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: Deborah L Gebhardt DATE: 11 / 12 / 05

PRINTED NAME: Deborah L Gebhardt

POSITION: President

CONTRACT FOR
CONSULTANT SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

[*place* CONTRACTOR NAME *here*]

Contract No.: _____

Employee Name: Todd A Baker

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer: TB

CONTRACT FOR
CONSULTANT SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No.: _____

Non-Employee Name: Todd A Baker

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: Todd A Baker DATE: 11 / 12 / 05

PRINTED NAME: Todd Baker

POSITION: Research Scientist

EXHIBIT E

CONSULTANT SERVICES

County of Los Angeles
Sheriff's Department

Human Performance Systems, Inc.

CONTRACTOR'S PROJECT SCHEDULE

Project Schedule

Months=	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16	17-18
Project Planning for All Work Plans									
Work Plan I – Job Analysis 6 Coveted Positions									
Work Plan I - Physical Performance Test Development Six Coveted Positions									
Work Plan I - Physical Performance Test Validation Six Coveted Positions									
Final Report and Test Manuals Six Coveted Positions									
Work Plan II (III) – Job Analysis Deputy Position									
Work Plan III (II) - Physical Performance Test Development Deputy Position									
Work Plan III (II) - Physical Performance Test Validation Deputy Positions									
Final Report and Test Manuals Deputy Position									

EXHIBIT F

CONSULTANT SERVICES

County of Los Angeles
Sheriff's Department

Human Performance Systems, Inc.

CONTRACTOR'S EXAMPLES OF "EQUIPMENT TO BUILD"

Equipment to Build

The following are examples of equipment jurisdictions have constructed for HPS validation studies. All equipment is basic in nature and did not involve sophisticated design (e.g., hydraulics).

1. Wooden sled: 2 pieces of plywood connected by 2x4 pieces of wood.
2. Piece of plywood (4 ft x 4ft) with dowel attached in the center.
3. Wood box to hold weights
4. Wooden incline:
5. Set of stairs- 7 steps up
6. Section of chain link fence: piece chain link fence with wooden support on sides.

We will not know exactly what will be needed until the job analyses are completed. However, the examples listed above are indicative of the basic design.

Building Equipment Cost

The cost to build equipment for the work samples for the six coveted positions will not exceed $5,000.00.