

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND  
IOPREDICT, INC.**

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This agreement is entered into between the County of Tehama and ioPredict, Inc. (Contractor) for the purpose of providing job analysis, test development, test administration, and validation services for classifications within the County.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide for County job analysis, test development, test administration, and validation services for classifications within the County as outlined in Exhibit B.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

Contractor shall be paid in accordance with the Rates and Policies as outlined in Exhibit B but not to exceed a maximum amount of \$50,000.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

Contractor shall submit an invoice to County within thirty (30) days after service has been completed to the reasonable satisfaction of County. County shall make payment of all

undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoice in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence July 1, 2024 and shall terminate June 30, 2026, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Purchasing Agent.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

13. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. **LAW AND VENUE**

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent by first-class mail to the following addresses:

If to County:                      Tehama County Administration  
   Purchasing Agent  
   727 Oak Street  
   Red Bluff, CA 96080

If to Contractor:                ioPredict  
   2841 Highway 193  
   Lincoln, CA 95648

Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. **STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21. **LICENSING OR ACCREDITATION**

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22. **RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23. **NO THIRD PARTY BENEFICIARIES:**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25. **HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.



27. **EXHIBITS**

Contractor shall comply with all provisions of Exhibit A and B, attached hereto and incorporated by reference. In the event of a conflict between the provision of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

28. **INFORMATION SECURITY**

In performance of this contract, the Contractor will not be given access to federal tax information (FTI). However, inadvertent or incidental access to FTI may occur. It is incumbent upon the Contractor to inform its officers and employees of the provisions of IRC Sections 7213 and 7213A Unauthorized Disclosure of Information and IRC Section 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information. Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Willful unauthorized disclosures of returns and return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR 301.6103(n) 1.

Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C.552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5000.

Timely notification of an unauthorized disclosure of FTI is the most important factor. The Contractor will immediately, but no later than 24 hours, contact the agency upon identification of a possible issue involving FTI. The Contractor should not wait to conduct an internal investigation to determine if FTI was involved.

**29. CONFIDENTIALITY OF CANDIDATE INFORMATION**

When working with confidential candidate information, IO Predict will maintain the confidentiality of candidate information and exam results and will protect this information from unauthorized access or use. All confidential information must be cared for with the appropriate level of physical and electronic security and will only be shared with employees with a legitimate business need to know. In the event there is inadvertent exposure of candidate information, IO Predict will notify Tehama County immediately.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 11-7-2024

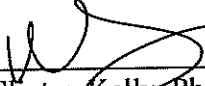
**COUNTY OF TEHAMA**

  
\_\_\_\_\_  
Tonya Moore, Director

Date: 11/7/24

  
\_\_\_\_\_  
Signer ID: HLWOTCG112...  
Purchasing Agent

Date: November 7, 2024

**ioPredict Inc.**  
  
\_\_\_\_\_  
Clinton Kelly, Ph.D.

Contractor Number

132392

Vendor Number

53230

Budget Account Number

ckelly@iopredict.com

Vendor/Contractor email address

(916) 276-4687

Vendor/Contractor phone number

## Exhibit A

### **INSURANCE REQUIREMENTS FOR CONTRACTOR**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

#### Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

#### Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

#### Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

#### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

#### Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

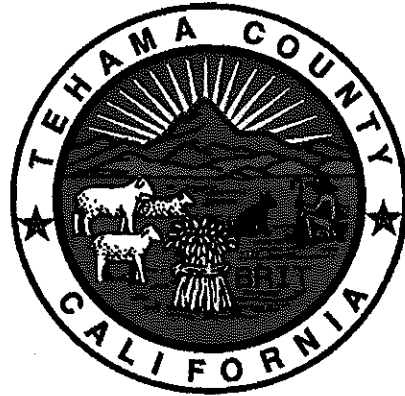
#### Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.



# Proposal for Test Development & Validation

November 2024

Offered By



2841 Highway 193  
Lincoln, CA 95648

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## **Project Overview**

Tehama County (County) is seeking a contractor to provide job analysis, test development, test validation, and online test administration services for classifications within the County.

## **Background**

This proposal is being offered by ioPredict, Inc. (ioP) who specializes in the development and validation of high stakes tests for employee selection, licensure, and certification. In addition, ioPredict offers a bank of "off-the-shelf" psychometrically sound on-line hiring tests custom built for a variety of public sector jobs. ioPredict's Doctorate and/or master's level Industrial-Organizational Psychologists each have between 17 – 38 years of test development and validation experience and have conducted job analyses and developed and/or validated high stakes pre-employment and promotional tests for numerous public and private sector organizations. Please see Appendix A for their Vitae.

## **Statement of Work**

The County wishes to ensure that the assessment instruments used are both fair and valid for determining whether job candidates would be able to perform their jobs, if hired. Under the federal Uniform Guidelines on Employee Selection Procedures (UGESP), employers that use tests resulting in adverse impact must provide evidence of the job-relatedness (i.e., validity) of those tests. There are essentially two ways in which the validity of testing can be demonstrated to address Section 15 of the federal Uniform Guidelines: criterion-related validity or content-related validity.

**Criterion Validity** is based on a mathematical study that shows the test predicts or is related to job performance.

- Requires a statistical study with results that are "statistically significant" (less than 5% by chance).

**Content Validity** is based upon an inferential (non-statistical) connection between the important parts of the job and the test.



- Content validity is typically based on a job analysis of each of the jobs a test will be used for, and on ratings from, job experts (Subject Matter Experts<sup>1</sup> - SMEs).
- During a content-validity study, job experts also link the test being validated, either directly or indirectly, to important or critical job duties.
- Section 14C(2) of the Uniform Guidelines states, "The work behavior(s) selected for measurement should be critical work behavior(s) and/or important work behavior(s) constituting most of the job." Therefore, it would appear appropriate for work-sample tests that are designed to mimic and/or sample job duties to be directly linked to important/critical job duties.

We note that the current project proposes a content-validity approach, since that approach generally requires fewer participants and less time to conduct than criterion validation studies. Content-related test validation evidence is achieved by documenting the procedures used to conduct the job analysis and test development for each classification under study. For each classification that is evaluated, ioPredict will produce a Job Analysis, Test Development, and Validation Report to support the validity of the assessment instruments used to evaluate the pre-hire candidates. Each report will be written to satisfy the UGESP validation requirements and contain the following: a comprehensive list of the job duties and KSAs for each classification; the results of the job analysis questionnaire administered to SMEs; the linkage between the essential job duties and important/critical KSAs; the test plan outlining the test content areas; a narrative on the test development process; and a linkage between the test questions and the important/critical KSAs. Additionally, statistical item and test analysis reports will also be produced following the administration of the pre-hire assessment instruments. Table 1 contains all of the content validity requirements from the UGESP that will be addressed for each job analysis, test development, and validation project.

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<sup>1</sup> SMEs should represent the demographics of the employee population with respect to gender, age, race, years of experience; be experienced and currently active in the position they represent; they should be representative of the various "functional areas" and or shifts, where job duties may differ; include between 10% to 20% supervisory personnel (e.g., supervisors, trainers).

**Table 1: Content Validity Requirements from Section 15C of the Uniform Guidelines on Employee Selection Procedures**

Uniform Guidelines Requirements	
Section	Key
15C(1)	R
15C(2)	S
15C(3)	R
15C(3)	R
15C(3)	R
15C(3)	R
15C(3)	R
15C(3)	S
15C(4)	R
15C(4)	R
15C(4)	R
15C(4)	R
15C(4)	R
15C(5)	R
15C(5)	R
15C(5)	R
15C(5)	S
15C(5)	S
15C(5)	S

Dates and location(s) of the job analysis should be shown.

An explicit definition of the purpose(s) of the study and the circumstances in which the study was conducted should be provided.

A description of existing selection procedures and cutoff scores, if any, should be provided.

The work behavior(s), the associated tasks, and, if the behavior results in a work product, the work products should be completely described.

Measures of criticality and/or importance of the work behavior(s) and the method of determining these measures should be provided.

Where the job analysis also identified the knowledges, skills, and abilities used in work behavior(s), an operational definition for each knowledge in terms of a body of learned information and for each skill and ability in terms of observable behaviors and outcomes, and the relationship between each knowledge, skill, or ability and each work behavior, as well as the method used to determine this relationship, should be provided.

The work situation should be described, including the setting in which work behavior(s) are performed, and where appropriate, the manner in which knowledges, skills, or abilities are used, and the complexity and difficulty of the knowledge, skill, or ability as used in the work behavior(s).

Selection procedures, including those constructed by or for the user, specific training requirements, composites of selection procedures, and any other procedure supported by content validity, should be completely and explicitly described or attached

If commercially available selection procedures are used, they should be described by title, form, and publisher

The behaviors measured or sampled by the selection procedure should be explicitly described

Where the selection procedure purports to measure a knowledge, skill, or ability, evidence that the selection procedure measures and is a representative sample of the knowledge, skill, or ability should be provided

The evidence demonstrating that the selection procedure is a representative work sample, a representative sample of the work behavior(s), or a representative sample of a knowledge, skill, or ability as used as a part of a work behavior and necessary for that behavior should be provided

The user should identify the work behavior(s) which each item or part of the selection procedure is intended to sample or measure

Where the selection procedure purports to sample a work behavior or to provide a sample of a work product, a comparison should be provided of the manner, setting, and the level of complexity of the selection procedure with those of the work situation

If any steps were taken to reduce adverse impact on a race, sex, or ethnic group in the content of the procedure or in its administration, these steps should be described.

Establishment of time limits, if any, and how these limits are related to the speed with which duties must be performed on the job, should be explained.

Measures of central tendency (e.g., means) and measures of dispersion (e.g., standard deviations) and estimates of reliability should be reported for all selection procedures if available. Such reports should be made for relevant race, sex, and ethnic subgroups, at least on a statistically reliable sample basis.

**Table 1: Content Validity Requirements from Section 15C of the Uniform Guidelines on Employee Selection Procedures**

Uniform Guidelines Requirements	
Section	Key
15C(6)	R
15C(6)	R
15C(7)	R
15C(7)	R
15C(7)	R
15C(7)	R
15C(7)	S
15C(8)	R
15C(9)	S

**Uniform Guidelines Requirements**

The alternative selection procedures investigated and available evidence of their impact should be identified

The scope, method, and findings of the investigation, and the conclusions reached in light of the findings, should be fully described

The methods considered for use of the selection procedure (e.g., as a screening device with a cutoff score, for grouping or ranking, or combined with other procedures in a battery) and available evidence of their impact should be described

This description should include the rationale for choosing the method for operational use, and the evidence of the validity and utility of the procedure as it is to be used

The purpose for which the procedure is to be used (e.g., hiring, transfer, promotion) should be described

If the selection procedure is used with a cutoff score, the user should describe the way in which normal expectations of proficiency within the work force were determined and the way in which the cutoff score was determined

In addition, if the selection procedure is to be used for ranking, the user should specify the evidence showing that a higher score on the selection procedure is likely to result in better job performance.

The name, mailing address, and telephone number of the person who may be contacted for further information about the validity study should be provided

The report should describe the steps taken to assure the accuracy and completeness of the collection, analysis, and report of data and results

### **Adherence to Professional Standards**

All work proposed by ioPredict will follow professional standards and best practices based on the most current research. ioPredict consultants are knowledgeable of the federal laws, regulations, and professional standards listed below, and agree to adhere to their provisions when developing and validating assessment instruments for the Department.

- Civil Rights Act of 1964, as updated by the 1991 Civil Rights Act (Title VII)
- Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendments Act of 2008
- Age Discrimination in Employment Act (ADEA)
- Federal Uniform Guidelines for Employee Selection Procedures
- OFCCP Federal Contractor Requirements and Regulations (such as the Internet Applicant Regulation)
- Principles for Validation and Use of Personnel Selection Procedures of the Society for Industrial and Organizational Psychology (2018)
- American Educational Research Association /American Psychological Association's Standards for Educational and Psychological Testing (2014)

### **Project Team**

The services for the project will be provided the following individuals:

- Clinton Kelly, Ph.D.
- Brian Moritsch, M.S.
- Jason Schaefer, M.B.A., M.A.

Each of the individuals who will work on this project have between 17 -38 years of training and experience in the area of Industrial and Organizational Psychology, and have conducted job analysis, test/development, survey development, and validation studies for 100's of public sector organizations throughout the nation.

Dr. Clinton Kelly will serve as the project lead and primary contact at ioPredict for the County. Dr. Kelly manages the development and validation of all pre-hire consulting projects at ioP

and is excited to bring his expertise in test development and validation to assist the County in meeting its assessment goals.

### **Scope of Services and Pricing**

This proposed scope is designed to provide the County with a solid methodology for job analysis, test development, and content-related validation that is designed to address all of the essential requirements of the UGESP. The table on the following pages provides a description of the methodology and deliverables offered per classification. We offer the County a tiered pricing structure with varying levels of involvement by ioPredict and the County. The same methodology will be adhered to for all classifications where work is performed, regardless of the tiered pricing structure. The primary difference is who is responsible for completing different steps of job analysis, test development, and content-related validation process.

#### **Fully Completed by ioPredict**

The table on the following pages outlines all of the steps and the responsible party for each step in a project that is fully completed by ioPredict. The County would primarily be responsible for recruiting SMEs to participate in the project, facilitating meeting times with SMEs, and providing ioPredict with any relevant documents for the classification (e.g., job specification, previous job analysis).

#### **Shared Responsibility by ioPredict & Tehama County**

In a project of shared responsibility, ioPredict and the County would work together to complete the project with the following separation of responsibilities:

##### **1. Job Analysis**

- a. ioPredict: Review/approve list of job duties and KSAs, publish job analysis survey, review job analysis results
- b. Tehama County: Facilitate and conduct SME meetings, develop job duty and KSA list, analyze job analysis results, create and collect job duty to KSA linkages

##### **2. Test Development**

- a. ioPredict: Recommend test plan based on job analysis results, develop aptitude test items, review/edit items developed by County SMEs

- b. Tehama County: Review/approve test items, provide job-related materials to ioPredict needed for writing aptitude items, facilitate item writing for job knowledge items
- 3. **Test Validation**
  - a. ioPredict: Meet with County to prepare for validation meeting with SMEs, review test validation analysis
  - b. Tehama County: Conduct test validation meeting with SMEs, analyze test validation results
- 4. **Technical Report**
  - a. ioPredict: Author technical report
  - b. Tehama County: Review/approve technical report
- 5. **Test Creation**
  - a. ioPredict: Create test form
  - b. Tehama County: Review/approve test form

**Completed by Tehama County with ioPredict Oversight and Approval**

In a project completed by the County, each party would have the following responsibilities:

- 1. **Job Analysis**
  - a. ioPredict: Review/approve list of job duties and KSAs, review job analysis results
  - b. Tehama County: Facilitate and conduct SME meetings, develop job duty and KSA list, publish job analysis survey, analyze job analysis results, create and collect job duty to KSA linkages
- 2. **Test Development**
  - a. ioPredict: Recommend test plan based on job analysis results, develop aptitude test items, review/edit items developed by County SMEs
  - b. Tehama County: Review/approve test items, provide job-related materials to ioPredict needed for writing aptitude items, facilitate item writing for job knowledge items
- 3. **Test Validation**
  - a. ioPredict: Review test validation analysis

- b. Tehama County: Conduct test validation meeting with SMEs, analyze test validation results

**4. Technical Report**

- a. ioPredict: Review, edit, and approve technical report
- b. Tehama County: Author technical report

**5. Test Creation**

- a. ioPredict: Create test form
- b. Tehama County: Review/approve test form

**Table 2: Test Development and Validation Process**

Steps	Description	Deliverables
<p>1. Complete a <i>full</i> job analysis of the target position.</p>	<ul style="list-style-type: none"> <li>A <i>full</i> job analysis would identify and evaluate all (or virtually all) of the critical/important work behaviors associated with the position, as well as all (or virtually all) of the knowledge, skills, and abilities (KSAs) needed to perform those duties.</li> </ul>	<ul style="list-style-type: none"> <li>Subject Matter Expert (SME) ratings (e.g., frequency, importance, when needed, etc.) of the job duty and KSA statements. These ratings drive the development of the test plans for this position and serve a key role in the content-validation process.</li> </ul>
<p><b>Step 1 Details for the job analysis:</b></p> <ul style="list-style-type: none"> <li>ioP conducts 2-3 phone interviews with SMEs, approximately 30-45 mins each to gather information about job duties and KSAs required to carry out those job duties.</li> <li>ioP develops draft list of job duties and KSAs based on the previously developed statements for related positions, job descriptions, and information gathered during the phone interviews.</li> <li>The draft lists of job analysis statements are sent to 2-3 SMEs for a review (approximately 30-45 mins of time per SME).</li> <li>ioP publishes the initial job analysis survey, it is distributed to a minimum of 7-10 SMEs who need approximately 30 mins to complete it.</li> <li>ioP analyzes data from initial job analysis survey and readies the supplemental job analysis survey.</li> <li>ioP publishes the supplemental job analysis survey, it is distributed to between 3-5 supervisory and/or lead job incumbents who need approximately 1 to 1.5 hours to complete it.</li> <li>ioP analyzes the job analysis data and develops the test plan for the test. ioP facilitates a review (approximately 60 mins) with 3-5 SMEs to finalize the test plan for the position.</li> </ul>		



**Table 2: Test Development and Validation Process**

Steps	Description	Deliverables
<p>2. Facilitate development of new test items for the test.<sup>2</sup></p>	<ul style="list-style-type: none"> <li>ioPredict will work closely with County SMEs to develop new test items for the test. These questions will be developed to assess the KSAs deemed critical based on the job analysis results and will be designed to address generally accepted test-development and use standards. ioP item writers and County SMEs will closely collaborate to provide each other guidance and input during the item development process. ioP item writers will focus on the development of aptitude test items/content<sup>3</sup>, including any associated graphics, whereas County SME item writers will be needed to develop test items and associated content that assesses job knowledge (as required).</li> </ul>	<ul style="list-style-type: none"> <li>A bank of new test items for the test.</li> </ul>
<p><b>Step 2 Details:</b></p> <ul style="list-style-type: none"> <li>ioP facilitates a 1 hour meeting to train 3-5 SMEs in item writing and review fundamentals who will serve as item writers/reviewers during the item develop process for the test.</li> </ul> <p>3. Conduct content-related validation studies of the test items for the test, as well as identification of a potentially defensible cutoff score and time limits used during testing.</p>	<ul style="list-style-type: none"> <li>Determination of the job-relatedness of the bank of test items for the test.</li> <li>Determination of potentially defensible cutoff (pass/fail) and time limit criteria used during the testing process.</li> </ul>	<ul style="list-style-type: none"> <li>Validation ratings including Angoff values which are used to set a legally defensible pass point for the test.</li> <li>A bank of validated items linked to the test plan and job analysis results which can be used to construct a fully validated hiring test for the position.</li> </ul>
<p><b>Step 3 Details:</b></p> <ul style="list-style-type: none"> <li>ioP facilitates a test validation meeting for the target position, (for both existing and new questions) and collects validation data from a minimum of 7-10 SMEs. The validation meeting/data collection takes approximately 2-6 hours of job expert time to complete.</li> <li>ioP will analyze the test item validation data and use this data to assemble an test with defensible pass points and time limits for the test.</li> </ul>		

<sup>2</sup> For many classifications, ioP has existing items and/or tests that can be used for the classification. In such cases, this step can be modified/skipped.

<sup>3</sup> Test content that is derived from SOPs, CBAs, or other similar documents can be developed by the team at ioP.

**Table 2: Test Development and Validation Process**

Steps	Description	Deliverables
<p>4. ioP will produce a technical report for the target position to document the job analysis and content validation study for the test items.</p>	<ul style="list-style-type: none"> <li>• Production of a job analysis and validation report for the position that is designed to address essential requirements of Section 15C of the federal Uniform Guidelines on Employee Selection Procedures.</li> <li>• Specifically, the report will demonstrate how the various components of the test are critically tied to the job. The report will also include a potentially defensible passing scores and time limits (if appropriate) identified during the study for the position.</li> </ul>	<ul style="list-style-type: none"> <li>• The job analysis and validation report will be provided to the County by ioP (approximately 3-4 weeks after validation data analysis is completed).</li> </ul>
<p>5. ioP creates a test from the validated items retained in step 3.</p>	<ul style="list-style-type: none"> <li>• Items retained during the validation process are used to construct a hiring test that conforms to the test plan created in step 1.</li> <li>• The pass point for this test is determined by using the Angoff ratings which makes the pass point legally defensible</li> </ul>	<ul style="list-style-type: none"> <li>• Finalized bank of test items and one test form.</li> </ul>

**Services and Pricing**

The following table provides the services/deliverables offered and its pricing. Once the tests for each classification have been finalized, ioPredict can provide test administration services for the Department, if desired/needed. Pricing for such services are outlined in the table below.

**Pricing for Services**

<b>Consulting Services</b>	<b>Pricing</b>
Job Analysis and Test Validation Process	
Fully Completed by ioPredict	\$12,000 per classification
Shared Responsibility by ioPredict & Tehama County <sup>4</sup>	\$6,000 per classification
Completed by Tehama County with ioPredict Oversight and Approval	\$3,000 per classification
Test Development <sup>5</sup>	\$45 per new item developed
<b>Optional Services</b>	
<b>Online Testing Services</b>	<b>Pricing</b>
Unproctored test administration per examinee (no cost if applicant doesn't open the link)	\$18 per candidate
Remote proctoring (Artificial Intelligence)	+\$15 per candidate
Creation of additional online test forms	\$599 each
<b>Training Services</b>	<b>Pricing</b>
Remote Training for Staff and the Development and Validation of E&Es and T&Es <ul style="list-style-type: none"> <li>• 4 hour training</li> <li>• Includes recording of training and materials for attendees for future use/reference</li> </ul>	\$5,000

<sup>4</sup> This price would also apply to classifications where Tehama County leverages a job analysis completed by CalHR that can be used as the foundation for the development and validation of test content.

<sup>5</sup> This applies to multiple-choice item development. For many classifications, ioPredict has existing test items and no new item development would be needed or required. If the items developed can be used by ioPredict for other clients, then then new items will be developed free of charge. Items for other test types (e.g., structured interview or T&E) are not charged on a per item basis and are included as part of the per pricing classification.

**ATTACHMENTS**

**TABLE OF CONTENTS**

Professional Vitae of ioPredict Consultants..... Attachment A

References ..... Attachment B

**Attachment A**  
**Professional Vitae of ioPredict Consultants**

## Clinton D. Kelly, Ph.D. Principal Consultant

Experienced consultant in testing and personnel selection, specializing in the areas of:

- Job Analysis and Validation
- Item Writing and Item Analysis
- Job knowledge and cognitive tests
- Licensure/certification tests
- Personality tests
- Structured oral Interviews
- Assessment centers
- Adverse impact

### Education

- Ph.D., Applied Social Psychology, Brigham Young University
  - Dissertation Topic: The interactive effects of deployment and other organizational dynamics on sexual harassment in the military
- M.A., Industrial/Organizational Psychology, California State University, Sacramento
  - Thesis Topic: The Effects of Response Instructions on Situational Judgment Test Performance in a High-Stakes Employment Context
- B.S., Psychology, Brigham Young University

### Professional Affiliations and Certifications

- Society for Industrial/Organizational Psychology
- International Personnel Assessment Council
- Certified to interpret and provide feedback on the suite of Hogan personality assessments – HPI, HDS, and MVPI

### Work Experience

- Principal Consultant – ioPredict – Rocklin, CA  
May 2019 to Present  
Consulted with clients regarding personnel selection, which includes jobsite visits, survey development, job analysis, facilitating job expert workshops, item writing and analysis, adverse impact analysis, creation of technical reports, and demonstrating the utility of selection procedures. Consulting engagements have a particular focus on ensuring clients are utilizing selection tools that meet business needs while in alignment with the Uniform Guidelines on Employee Selection.
- Lecturer – California State University, Sacramento – Sacramento, CA  
January 2018 to Present  
Taught the undergraduate courses of "Industrial Psychology" and "Organizational Psychology." As the instructor I am responsible for selecting the text and preparing all lectures, course materials, tests, and grading. The courses provide an introduction to the field of Industrial/Organizational Psychology and include students from a variety of majors due to their overlap with other majors (e.g., business, healthcare administration, education, etc.).

- Senior Consultant –Biddle Consulting Group – Folsom, CA  
February 2017 to April 2019  
Consulted with clients regarding job analysis and test development, which includes jobsite visits, survey development, facilitating job expert workshops, item writing and analysis, adverse impact analysis, and creation of technical reports. Consulting engagements have a particular focus on ensuring clients are in alignment with the Uniform Guidelines on Employee Selection, while maximizing selection process validity.
- Senior Consultant – PSI Services, LLC – Burbank, CA  
May 2016 to February 2017  
Consulted with government and private sector clients in the area of personnel selection. My specific area of focus was creating tests (e.g., cognitive, job knowledge, personality, SJT) for personnel selection. As part of the test development process I regularly conducted job analysis studies, psychometric analyses (e.g., item difficulty/discrimination, cut scores, pass rates, adverse impact, reliability, equivalent alternative forms), facilitated subject matter expert meetings, and wrote technical reports.

Graduate Student Instructor –Brigham Young University – Provo, UT
- September 2014 to December 2014  
Taught the undergraduate course "Introduction to Psychological Science." As the instructor I was responsible for selecting the text and preparing all lectures, course materials, tests, and grading. The course provided an introduction to the major areas of psychology and included students from a variety of majors because the class fulfills general education requirements.

Test Development Specialist –PSI Services, LLC – Burbank, CA
- January 2013 to May 2016  
Developed licensure tests for government clients throughout the United States. This work included job analysis, psychometric analyses (e.g., item difficulty/discrimination, cut scores, pass rates, reliability, creating equivalent alternative forms), facilitating subject matter expert meetings, and writing technical reports. I was responsible for developing and maintaining over 300 licensure tests in six different states and developed licensure tests in over a dozen states in variety of licensure areas (e.g., construction, insurance, cosmetology).

HR Consultant –CPS Human Resource Services – Sacramento, CA
- July 2007 to August 2012  
Consulted with government clients throughout the United States and Canada regarding recruitment and personnel selection. I primarily assisted public safety clients in selecting the most qualified and competent persons to employ in their organizations. My specific areas of focus were creating cognitive or job knowledge tests for high volume selection and the proper implementation of personality testing as a part of the hiring process. I was also involved in job analysis studies, 360 feedback, leadership development, and organizational surveys.

Graduate Student Assistant –California Contractors State License Board – Sacramento, CA
- October 2006 to July 2007  
Assisted in the development of contractor licensure tests for the state of California. As part of my responsibilities I assisted in the dissemination and collection of job analysis questionnaires, conducted jobsite interviews and job observations, coordinated test development panels, assisted with item development/review panels, Angoff panels, and the creation of test forms.

## Professional Presentations

- Kelly, C., Moritsch, B. (2020, May). Testing Job Applicants Remotely: Is Unproctored Testing a Viable Solution. Presented at the PTC-NC Training Forum.
- Kelly, C. (2019, June). How to Provide Local Validity Evidence for a Commercially Available Test. Presentation at the Annual PTC-NC Conference, Sacramento, California.
- Kelly, C., Schaefer, J. (2018, November). Understanding Basic Qualifications. Presented at the PTC-NC Training Forum.
- Kelly, C., Schaefer, J. (2018, August). How to Decide Applicant Basic Qualification Requirements for OFCCP Compliance. Presented at JobFindah Network Online Webinar.
- Babcock, E., Kelly, C., Schaefer, J. (2018, June). Pre-Employment Validated Assessments. Presented at the 2018 American Gas Association Operations Conference, Washington, DC.
- Kelly, C., Schaefer, J. (2018, June). Basic Qualifications, Testing, and Validation. Presented at the 44<sup>th</sup> AAAED National Conference, Atlanta, GA.
- Kelly, C., Schaefer, J. (2017, August). Test Validation: An Overview. Presented at the Local JobNetwork Online Webinar.
- Kelly, C. (2017, May). Developing Accurate and Legally Defensible Job Descriptions. Presentation at the Annual BevCap Conference, Orlando, FL.
- Schaefer, J., Kelly, C., & Fortson, H. (2016, August). Best Practices for Generating Test Specifications from Job Analysis Results. Presentation at the Annual IPAC Conference, Sacramento, CA.
- Weiner, J., Kelly, C., & Mirza, C. (2016, August). Situational Judgment Tests: Applications and Advances. Presentation at the Annual IPAC Conference, Sacramento, CA.
- Niwako, Y., Kelly, C., Dresden, B. E., Busath, G. L., & Riley, C. E. (2016). The predictive effects of work environment on stigma toward and practical concerns for seeking mental health services. *Military Medicine*, 181, e1546-e1552.
- Kelly, C., & Schaefer, J. (2014, July). The Effects of SME Edits on Item Performance. Presentation at the Annual IPAC Conference, Denver, CO.
- DeSousa, M., & Kelly, C. (2012, July). Organizational Surveys: Setting the Table for Employee Engagement in the Public Sector. Presentation at the Annual IPAC Conference, Las Vegas, NV.
- Kelly, C., & Schaefer, J. (2011, November). The Effects of Response Instructions on Situational Judgment Test Performance in a High-Stakes Employment Context. Presentation at the Annual PTC-SC Conference, Alhambra, California.
- Kelly, C., & Schaefer, J. (2011, July). Online Testing: Who's Doing It and What are They Doing? Presentation at the Annual IPAC Conference, Washington, D.C.
- Kelly, C., & Schaefer, J. (2011, July). The Effects of Response Instructions on Situational Judgment Test Performance in a High-Stakes Employment Context. Presentation at the Annual IPAC Conference, Washington, D.C.
- Fortson, H., Schaefer, J., & Kelly, C. (2010, July). Testing in Hard Times: What Agencies are Saying and What They are Doing. Presentation at the Annual IPAC Conference, Newport Beach, California.
- Fortson, H., Schaefer, J., & Kelly, C. (2010, July). Online Hiring: New Approach to an Old Issue. Presentation at the Annual IPAC Conference, Newport Beach, California.
- Kelly, C. (2010). Personality Tests: A Tool for Predicting High Performing Employees. White paper for CPS Human Resource Services.
- Kelly, C., & Wynn, J. (2009, September). A Hard Look at Harnessing Online Testing: What are Agencies Saying and What is There to Offer? Presentation at the Annual IPMA-HR and IPAC Conference, Nashville, Tennessee.
- Fortson, H., & Kelly, C. (2009, March). Job Analysis: Establishing a Solid Foundation. Presentation at the 23<sup>rd</sup> Annual PTC-NC Conference, Sacramento, California.
- Fortson, H., Kelly, C., Schaefer, J., & Young, P. (2008, June). On-Line Testing: An Investigation into On-line Testing Applications in the Public Sector. Presentation at the 32<sup>nd</sup> Annual IPMAAC Conference on Personnel Assessment, Oakland, California.



**Jason Schaefer, M.A., M.B.A.**  
**Principal Consultant**

**Employment History**

- **Principal Consultant – ioPredict, Rocklin, CA**  
May 2019 to Present  
Responsible for personnel selection, which includes jobsite visits, survey development, job analysis, facilitating job expert workshops, item writing and analysis, adverse impact analysis, creation of technical reports, and demonstrating the utility of selection procedures. Consulting engagements have a particular focus on ensuring clients are utilizing selection that meet business needs while in alignment with the Uniform Guidelines on Employee Selection.
  
- **Senior Consultant, Biddle Consulting Group, Folsom CA.**  
2017 – Present  
Responsible for the management and execution of consulting projects focused on the development and validation of selection procedures (e.g., written tests, performance tests, interviews) while ensuring alignment with testing best practices and the federal Uniform Guidelines on Employee Selection. Collects and analyses validation and test performance data. Creates technical reports that document the results of test development and validation activities. Develops and administers employee survey instruments. Provides consulting on testing and selection related topics.
  
- **Test Development Specialist, PSI, Burbank CA.**  
2012 – 2017  
Performed the construction, maintenance and validation of licensure and certification tests used by agencies and States throughout the US. Designed and conducted job analysis studies, including surveys and focus groups. Developed test content specifications and items for written and/or performance tests. Facilitated test development workshops, committee meetings, and training sessions. Evaluated the performance of items and tests post-launch utilizing a variety of statistical procedures. Conducted standard setting studies, wrote technical reports and performed specialized research related to test construction and validation.
  
- **Senior Personnel Management Consultant, CPS Human Resource Services, Sacramento CA.**  
2005 - 2012  
Was responsible for the full range of test development and validation work on selection testinations used in the public sector including designing and administering multi-jurisdictional job analyses, writing, reviewing and revising test items, preparing test plans, constructing tests, conducting item relevancy & Angoff panels, conducting item tryouts, and writing technical reports. Provided technical guidance to clients in test design, use, and analysis. Presented research findings on topics of interest to testing professionals at professional conferences. Designed and administered surveys assessing employee engagement, job satisfaction, organizational climate, client satisfaction, program/process effectiveness, and 360-degree feedback. Facilitated pre and post survey focus groups and assisted in action plan development and implementation. Survey project clients included: California State Personnel Board, California Department of Mental Health, California Department of Consumer Affairs, California Lottery, Napa Sanitation District, Western Municipal Water District and City of Greenville.

## Professional Experience

### Job Analysis/Data Collection

- Plans job analysis studies to ensure compliance with legal standards and best practices and develops sampling plans and constructs survey instruments
- Conducts all phases of job analyses including interviews and job observations, facilitating subject matter expert focus groups, survey development, and data collection and analysis
- Writes technical reports fully documenting job analysis methodology

### Testation and Survey Development

- Prepares test specifications and test plans based on job analysis results
- Develops and edits test and survey items to assess relevant constructs
- Facilitates focus groups and subject matter expert panels
- Constructs web-based surveys using Qualtrics, Hosted Survey and Survey Monkey

### Statistical Analysis

- Performs analysis on test and item performance (e.g., Differential Item Functioning (DIF) analysis, fairness, test reliability, item discrimination, adverse impact analysis)
- Performs statistical analysis of survey/research data using SPSS/PASW (e.g., multiple regression, ANOVA, MANCOVA, logistic regression)
- Performs standardization of written test and interview panel scores
- Performs data analysis for criterion validation studies

## Education

- M.A. in Industrial/Organizational Psychology, California State University, Sacramento
- M.B.A, California State University, Sacramento
- B.A. in Business Administration, California State University, Sacramento
- B.A. in Psychology, California State University, Sacramento

## Professional Affiliations

- Society for Industrial and Organizational Psychology (SioP)
- Personnel Testing Council of Northern California (PTC-NC)
- International Public Management Association for Human Resources (IPMA-HR)
- International Personnel Assessment Council (IPAC)

## Research/Presentations

- Kelly, C., Schaefer, J. (2018, November). Understanding Basic Qualifications. Presented at the PTC-NC Training Forum.
- Kelly, C., Schaefer, J. (2018, August). How to Decide Applicant Basic Qualification Requirements for OFCCP Compliance. Presented at JobFindah Network Online Webinar.
- Babcock, E., Kelly, C., Schaefer, J. (2018, June). Pre-Employment Validated Assessments. Presented at the 2018 American Gas Association Operations Conference, Washington, DC.
- Kelly, C., Schaefer, J. (2018, June). Basic Qualifications, Testing, and Validation. Presented at the 44<sup>th</sup> AAAED National Conference, Atlanta, GA.
- Kelly, C., Schaefer, J. (2017, August). Test Validation: An Overview. Presented at the Local JobNetwork Online Webinar.
- Schaefer, J., Kelly, C., Fortson, H. (2016, August). Best Practices for Generating Test Specifications from Job Analysis Results. Presentation at the IPAC Conference on Personnel Assessment, Sacramento CA.
- Kelly, C., Schaefer, J. (2014, July). The Effects of SME Edits on Item Performance. Presentation at the IPAC Conference on Personnel Assessment, Denver CO.
- Kelly, C., Schaefer, J. (2011, July). The Effects of Response Instructions on Situational Judgment Test (SJT) Performance in a High Stakes Employment Context. Presentation at the IPAC Conference on Personnel Assessment, Washington DC.
- Kelly, C., Schaefer, J. (2011, July). Online Testing: Who's Doing it and What are They Doing? Presentation at the IPAC Conference on Personnel Assessment, Washington DC.
- Fortson, H., Kelly, C., Schaefer, J. (2010, July). Testing in Hard Times: What Agencies are Saying and Doing. Presentation at the IPAC Conference on Personnel Assessment, Newport Beach, CA.
- Fortson, H., Kelly, C., Schaefer, J. (2010, July). On-Line Hiring: A New Approach to an Old Issue. Presentation at the IPAC Conference on Personnel Assessment, Newport Beach, CA.
- Schaefer, J. (2010, April). Item Format Recommendations: Effects on Item Difficulty and Discrimination. Presented at the Personnel Testing Council-Northern California Training Meeting, Sacramento, CA.
- Schaefer, J. (2009). The Effects on Stem Completeness and Stem Orientation on Item Difficulty and Discrimination. Thesis, California State University, Sacramento CA.
- Schaefer, J. (2008, June). The Effects of Stem Completeness and Stem Orientation on Item Difficulty and Discrimination. Presentation at the 32nd Annual IPMAAC Conference on Personnel Assessment, Oakland, California.
- Fortson, H., Kelly, C., Schaefer, J., Young, P. (2008, June). On-Line Testing: An Investigation into On-line Testing Applications in the Public Sector. Presentation at the 32nd Annual IPMAAC Conference on Personnel Assessment, Oakland, California.
- Johnson, K., Schaefer, J. (2008, April). Job Analysis – An Interpretive Dance: Exploring the Strategic Utilization of Job Analysis within Human Resources. Presentation at the Western Region IPMA-HR Conference, Sacramento, California.
- Brotherton, J., Schaefer, J., Warfe, D., & Zamansky, L. (2004, August). An Testination of the Effects of Transformational Leadership Behaviors, Affective Commitment, and Narcissism on Turnover Intentions. Poster presentation at the Annual Conference of the American Psychological Association, Honolulu, HI.

## Brian G. Moritsch, M.A. Principal Consultant

Over 38 years of professional experience in testing and personnel selection, specializing in the areas of:

- Job Knowledge and Cognitive Tests
- Job Analysis
- Test Validation Procedures and Documentation
- Item Writing
- Test and Item Analyses
- Licensure/Certification Tests
- Testination Standard Setting Methodologies
- Auditing Test Development and Test Administration Programs
- Classification Systems and Job Descriptions

### Employment History

- Principal Consultant, ioPredict, Sacramento, CA  
2019 – Present  
Primarily responsible for the development and validation of selection procedures (e.g., written tests, performance tests, personality tests, structured interviews) in accordance with the federal Uniform Guidelines on Employee Selection and relevant professional standards. Authors technical reports that document the results of test development and validation activities. Provides consulting on testing and selection related topics.
- Psychometrician, National Association of State Contractor Licensing Agencies (NASCLA)  
2016 – Present  
Responsible for the development and validation of national construction licensure testinations, conducting national occupational analyses, the development and application of accreditation standards, auditing test development and test administration vendors, and conducting test and item analyses.
- Project Manager and Trainer, CPS HR Consulting  
2013 – 2019  
Managed individual consulting projects for governmental agencies. Projects were in the field of classification and compensation, job analysis, test development, and test evaluation. Developed and conducted training workshops in the following areas: data analysis, statistics, test development, job analysis, item writing, basic mathematics, and structured oral interviews.
- Manager of Licensure Test Development, PSI, L.L.C., Burbank CA  
2006 - 2013  
Managed PSI's Licensure Test Development program, overseeing the development and maintenance of over 1,700 licensure tests in 35 different states (including tests in construction trades, real estate, insurance, and cosmetology). Developed national licensure testinations. Responsibilities include: supervising other Test Development Specialists, performing test and item analyses, facilitating SME Review Committee meetings, and developing test plans.

- Consultant, Primary Publications, Folsom CA  
1995 - 2006  
Proprietor of a test development consulting firm specializing in the development of written testings. Projects included developing various subtests of the U.S. Military's Armed Services Vocational Aptitude Battery (ASVAB), entry-level and promotional law enforcement and fire service tests, and certification and licensing tests for various states. Conducted multi-jurisdictional job analyses for various occupational, credentialing, and licensing classifications. Conducted workshops to train item writers.
- Senior Research Analyst, U.S. Department of Labor, Sacramento CA  
1989 - 1995  
Conducted research for the U.S. Department of Labor to develop various federal assessment instruments, including: new forms of the General Aptitude Test Battery (GATB); the development of the Database of Occupational Titles' Online Network (O\*NET); a computer-adaptive version of the GATB; a biographical data assessment instrument for clerical occupations; and an employee attitude survey for the U.S. Forest Service. Responsibilities included: acting in a lead capacity over other researchers on various projects; conducting/interpreting item analysis statistical procedures using various software packages; writing the D.O.L. Test Development Manual; writing/reviewing technical reports; writing/reviewing Biodata testation questions; conducting literature reviews; gathering field data (predictor and criteria); and attending/speaking at various professional conferences and seminars. Developed an employee attitude survey for the U.S. Forest Service that was administered to over 50,000 Forest Service employees; conducted the statistical analysis of the survey results.
- Senior Personnel Analyst, San Francisco Police and Fire Departments, CA  
1984 - 1989  
Developed, administered, and validated oral, written, physical ability, audio/video, and assessment center testations under the constraints of Federal Consent Decrees. Responsibilities included: supervising other Personnel Analysts; conducting job analyses; performing adverse impact, item analysis, and statistical cut-off score analyses; and responding to testation protests.

## Education

- Master of Arts In Educational Psychology, San Francisco State University, California
- Bachelor of Arts, University of California at Berkeley

## Professional Affiliations and Offices Held

- 2006 Board of Directors, Personnel Testing Council of Northern California
- 1996 - 1999 Board of Directors, Folsom Children's Museum
- 1995 - 1996 Board of Directors, Personnel Testing Council of Northern California
- 1994 President, Personnel Testing Council of Northern California
- 1994 Conference Chairperson, Personnel Testing Council of Northern California
- 1992 – 1996 Member, National Council on Measurement in Education
- 1991 – 1995 Member, International Personnel Management Association Assessment Council
- 1989 - Present Member, Personnel Testing Council of Northern California

## Professional Publications

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- Test Development: What your Supervisors, Professors, and text books did NOT teach you. Presentation given at the 2010 Personnel Testing Council of Northern California's (PTC/NC) Spring Conference, Berkeley, California.
- Outsourcing Testation Development: Legal Requirements and Practical Considerations. Presentation given at the 2006 IPMAAC Conference, Las Vegas, NV.
- Developing Multiple Choice Items. Half-day workshop sponsored by the Personnel Testing Council of Northern California (PTC/NC), August 1997.
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- Developing Employee Attitude Surveys. Presentation given at 1995 Personnel Testing Council of Northern California's (PTC/NC) Spring Conference, Berkeley, California.
- Personnel Management: Past, Present, and Future. Presidential address given at the 1994 Personnel Testing Council of Northern California's (PTC/NC) Spring Conference, Folsom, California.
- Item Writing Techniques. Conducted half-day workshop at the International Personnel Management Association Assessment Counsel's (IPMAAC) Annual Conference, Baltimore, June 1992.
- The Effect Adverse Impact and Legal Requirements Have on Selecting Employees. Workshop at the 1990 California Fire Chiefs' Association/Training Officers' Conference, San Jose, California.
- Considerations in Setting Passpoints on Civil Service Testinations. Address given at the 1989 California Fire Chiefs' Association/Training Officers' Annual Conference, Fresno, California.

## Attachment B References

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East Bay Municipal Utilities District: Howard Fortson, Managing HR Analyst, Phone: 510-287-0734, email: [howard.fortson@ebmud.com](mailto:howard.fortson@ebmud.com)

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