



CODESP SERVICE AGREEMENT

Please read, acknowledge and agree to the following service agreement terms.

Services Provided: CODESP provides online employment selection materials and training presentations to customers who are employed at public agencies that have met all of the subscriber terms. Once the registration process is completed and payment is received your agency will gain access to the secure areas of the website and the CATS (CODESP Automated Test System) Request form to order test materials. Customers select from the test materials sent by CODESP staff. Other services include webinars (including archived recordings) and live training, online interview and job description builders, job analysis questionnaires and online Links and Resources related to public HR.

Payment for Services:

A Purchase Order can be submitted to begin services, but a check must be received within 45 days after the PO is received.

- **Full-year:** Payment is due each July 1. A full-year's subscription begins July 1 and ends the following June 30.
- **Mid-Year:** A mid-year payment is for services from January 1 – June 30 in the same year. The mid-year payment option requires a 1.5 year commitment. By agreeing to this service agreement the agency agrees to pay for a full-year following the initial mid-year payment terms.

Test Material Requests:

Multiple-choice test materials from the online item bank are requested by completing a **CATS Request Form**. A **Module** catalog has been provided under **Test Materials** to describe the some of the types of materials that can be requested for multiple choice tests.

Other test materials such as interviews (Interview Builder), supplemental applications, writing, and performance exercises (under Test Materials) can be accessed from the secure areas of the website. If customized materials are needed, the customer will complete a CATS Request Form and provide current job information.

Customers must provide a job description and other information that would help CODESP staff select job-related materials. The customer will allow at least 10 business days for the request to be filled. If new test materials need to be developed, the request may take longer to fill. The choice of the test materials is the customer's responsibility. A job analysis is highly recommended to determine test content. All test materials should be reviewed by a local subject matter expert prior to use.

Access is restricted to authorized employees who are responsible for accessing test materials and implementing the selection process. Authorization is determined by the customer's HR administrator. The number of users is based on the size of the agency and approved by CODESP. No more than 15 users/agency may have access to the secure areas of the website.

A maximum of five custom test material requests can be submitted by the subscriber per month. CODESP provides unlimited access to the products and services accessible from the secure areas of the website that do not require completing a CATS Request Form. Unlimited test products include the approximately 5,000 interview questions in the Interview Builder and posted sample test materials such as supplemental applications, writing, situational and performance exercises.

New Test Material Development:

CODESP will expand test material job families when resources are available and subject-matter experts are provided. CODESP maintains final edit approval on test materials entered into the CATS system. Adding job families and items to the item bank is at the discretion of CODESP. A current list is available under **Join CODESP / Registration Instructions**.

CODESP requires the following to develop new test materials:

- A subject matter expert provided by the customer to assist CODESP staff in the development and edit of the new materials.
- Technical documents/manuals for test development provided by the customer when they are not readily available to CODESP.
- At least 15 business days for development, review and edits of new test materials. The 15 days begins after the subject matter expert and technical materials are provided to CODESP.

CODESP will not:

- Recreate state licensure or Microsoft certification or similar examinations.
- Enter copyrighted materials into our item bank.
- Create test materials for sworn police or fire personnel.
- Create test materials for positions where the type of assessment method requested is inappropriate.

Additional Service Agreement terms:

- The agency named below shall defend, indemnify, and hold CODESP, its board members, officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the use of materials or services provided by CODESP.
- The agency named below understands and acknowledges that it is solely responsible for its employment decisions, including but not limited to all uses of CODESP materials, including but not limited to job bulletins, test materials, rating criteria and cut-off scores. The agency named below also is solely responsible for ensuring its employment practices comply with all applicable federal, state and local laws, regulations and professional guidelines. It is the exclusive responsibility of the agency named below to ensure that the knowledge, skills and abilities and/or competencies measured by CODESP test materials are valid job requirements.
- Upon termination of CODESP subscribership, the Agency will destroy all CODESP test materials except those used to document existing test records and cease from administering tests that contain CODESP test materials. The Agency must also delete CODESP test materials from electronic storage devices, data bases, test management systems, and/or item banks that may be accessible by unauthorized individuals, agencies or vendors.
- Services begin with the receipt a Purchase Order or Check, and a signed Security Agreement and Service Agreement. Payment will be received within 45 days of receipt of a Purchase Order or access to the secure areas of the site and services will be disabled.

The final selection of test materials is the agency's responsibility.

☒ I agree with the terms and conditions as stated in this document.

☐ I do not agree with the terms and conditions.

Signature: _____

Title: _____

Date: _____

Agency: _____

Please agree, complete, sign and email attach a scanned copy to codesp@codesp.com If you cannot email attach, make a copy and fax to: 714-374-8225