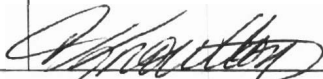


**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

Meeting of
November 7, 2006

AGENDA TITLE: Agreement #199-S0711 for Services with Cooperative Personnel Services

DEPARTMENT: Human Resources	DEPT SIGNOFF:	CAO USE ONLY: C
CONTACT: Donna Mullens		
DATE: 10/24/2006 PHONE: 6060		 10/31/06

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:
 The Human Resources Department recommends the Board: 1) Make findings that it is more economical and feasible to contract out the services in accordance with County Ordinance Chapter 3.13, Section 3,13,030; 2) Approve Agreement #199-S0711 with Cooperative Personnel Services dba CPS Human Resource Services to provide specialized testing and scoring services of selected personnel recruitments for the Human Resources Department, for the period of September 16, 2006 through August 31, 2007, with the total amount of the agreement not to exceed \$15,000.00 and 3) Authorize the Chair to sign, noting that the agreement is retroactive.
Retroactive as to term due to delays in processing by the vendor.

CAO RECOMMENDATIONS: *Recommend approval. Laura A. Gill* 11/1/06

Financial impact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Funding Source: <input checked="" type="checkbox"/> Gen Fund <input type="checkbox"/> Other
BUDGET SUMMARY:	Other:
Total Est. Cost \$15,000.00	CAO Office Use Only:
Funding	4/5's Vote Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Budgeted \$15,000.00	Change in Policy <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
New Funding _____	New Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Savings* _____	CONCURRENCES:
Other _____	Risk Management <input checked="" type="checkbox"/>
Total Funding \$15,000.00	County Counsel <input checked="" type="checkbox"/>
Change in Net County Cost \$0.00	Other _____

***Explain**

BOARD ACTIONS:

Vote: Unanimous _____ Or _____ Ayes: _____ Noes: _____ Abstentions: _____ Absent: _____ <small>Rev. 5/04 ISKW001 Agenda</small>	I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors Date: _____ Attest: Cindy Keck, Board of Supervisors Clerk By: _____
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COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
INTRADEPARTMENT MEMORANDUM

TO: Board of Supervisors

FROM: Laura Gill, Chief Administrative Officer

DATE: October 24, 2006

SUBJECT: Agreement for Services #199-S0711 with Cooperative Personnel Services

Recommendation:

The Human Resources Department recommends the Board: 1) Make findings that it is more economical and feasible to contract out the services in accordance with County Ordinance Chapter 3.13, Section 3,13,030; 2) Approve Agreement #199-S0711 with Cooperative Personnel Services dba CPS Human Resource Services to provide specialized testing and scoring services of selected personnel recruitments for the Human Resources Department, for the period of September 16, 2006 through August 31, 2007, with the total amount of the agreement not to exceed \$15,000.00 and 3) authorize the Chair to sign, noting that the agreement is retroactive.

Reason for Recommendation:

The Human Resources Department has found that the use of an outside contractor to provide specialized testing and scoring services contributes to ensuring that the recruitment process is perceived as fair and unbiased by applicants, as well as departments. It has also been determined that the services provided by CPS, as an outside independent contractor, to be comprehensive and more economically feasible. The cause of this agreement being retroactive is the direct result of the inability to receive signed agreements from the vendor in a timely manner.

The term of the agreement is September 16, 2006 through August 31, 2007. The agreement has been approved by County Counsel and Risk Management and a copy is on file with the Board Clerk.

Fiscal Impact:

This agreement is not to exceed \$15,000 for "as need" services. This amount is included in the Fiscal Year 2006/07 Budget. The cost of specialized testing and scoring is reimbursed to Human Resources from the departments from which the employment recruitment originates.

RUSH

Contract #: 199-S0711

CONTRACT ROUTING SHEET

Date Prepared 8/16/06

Need Date: Need by 8/24/06 - Thank you!

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
Dept. Contact: Pam Carlone
Phone #: 5833
Department Head Signature: Bonnie H. Rich
Bonnie H. Rich

CONTRACTOR:

Name: CPS Human Resources
Address: 241 Lathrop Way
Sacramento, CA 95815
Phone: 916-263-3600

CONTRACTING DEPARTMENT:

Human Resources

Service Requested: Testing & Scoring Services for Various Recruitments

Contract Term: 1 Year Contract Value: \$15,000

Compliance with Human Resources requirements? Yes: No:

Compliance verified by:

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Jon Carlone Disapproved: Date: 8/28/06 By: Judith Ker
Approved: Disapproved: Date: By:

ASSIGNMENT	DATE	TO WHOM	INDEX NO.	AMOUNT
	8-16-06	S. K.	026100	

Include not to exceed amount in Compensation

AKJC 8/28/06

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: Date: 8/28/06 By: J. Costello
Approved: Disapproved: Date: By:

AUG 28 2006

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:
Approved: Disapproved: Date: By:
Approved: Disapproved: Date: By:

COPY
ORIGINAL

AGREEMENT FOR SERVICES #199-S0711

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Cooperative Personnel Services, dba CPS Human Resource Services, a California Joint Powers Agency, duly qualified to conduct business in the State of California, whose principal place of business is 241 Lathrop Way, Sacramento, CA 95815; ; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide specialized testing and scoring services for selected personnel recruitments for the Chief Administrative Office, Human Resources Division; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish personnel and equipment necessary to provide testing services and materials on an "as requested" basis for the Chief Administrative Office, Human Resources Department. Services shall include, but not be limited to, the provision of test rentals and scoring services for selected tests in accordance with Exhibit "A", marked "Test Security Agreement", incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of September 16, 2006 through August 31, 2007.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payments shall be made within thirty (30) days following the County's receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rates shall be in accordance with Exhibit "B", marked "CPS Test Services Rates", incorporated herein and made by reference a part hereof. The total amount of this Agreement shall not exceed \$15,000.00.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. . In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HUMAN RESOURCES DEPARTMENT
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: DONNA MULLENS, CLERICAL OPERATIONS MANAGER

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

CPS HUMAN RESOURCE SERVICES
241 LATHROP WAY
SACRAMENTO, CA 95815
ATTN: JERRY GREENWELL, CEO

or to such other location as the Contractor directs.

ARTICLE XI

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the

Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;

2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects 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 the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or,

2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XV

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVI

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Donna Mullens, Clerical Operations Manager, Human Resources Department, or successor.

ARTICLE XVIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XIX

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XX

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Donna Mullens Dated: 10/13/06
Donna Mullens, Clerical Operations Manager
Human Resources Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Laura A Gill Dated: 10/17/06
Human Resource Department

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

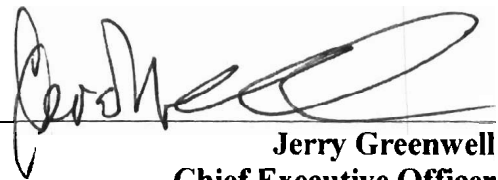
**Chairman
Board of Supervisors
"County"**

-- CONTRACTOR --

Dated: October 12, 2006

**COOPERATIVE PERSONNEL SERVICES dba
CPS HUMAN RESOURCE SERVICES,
A CALIFORNIA JOINT POWERS AGENCY**

By: _____



**Jerry Greenwell
Chief Executive Officer
"Contractor"**

Exhibit A



TEST SECURITY AGREEMENT

SECTION I - PURPOSE OF AGREEMENT AND DEFINITIONS

A. Purpose. This agreement defines CPS' test security policies and procedures. It also explains how CPS test security standards are designed to protect the mutual interests of all Clients that use test materials, as well as the interests of applicants who take such tests. In order that no person may gain special advantage by having improper access to the material, CPS requires that all users sign this agreement and fulfill its terms.

B. Definitions of Various Types of Tests

- 1. Stock Test; Supplement:** A standardized test or supplement for a specific job classification common to many public agencies. Each stock test has been validated through a content-oriented procedure. Prior to use by an agency, a stock test undergoes agency review to ensure its job relatedness.
- 2. Semi-Stock Test; Specialized Item Set:** A test developed from items selected by the agency from two or more stock tests. Content validity is established through the agency's completion of a job analysis workbook and the selection of items that match the agency's job requirements.
- 3. Semi-Custom Test; Supplement:** A test developed from items developed by CPS specifically for the Client. Content validity is established through the agency's completion of a job analysis workbook and the selection of items that match the agency's job requirements.
- 4. Agency Test:** A semi-stock test, semi-custom test, or other special printing of a test produced for repeat rental by the agency.
- 5. Third Party Test:** Tests that are wholly owned by a party other than CPS.
- 6. CPS Tests:** CPS tests, as used herein, shall refer to any of the above tests, including related test materials, such as questions and answer sheets, created and owned by CPS.

SECTION II – CPS POLICIES AND PROCEDURES

A. Preparation of Semi-Stock and Semi-Custom Tests

1. **Information Required from Clients.** If CPS agrees to prepare semi-stock or semi-custom tests for Client, Client is responsible for furnishing to CPS a written description of the work to be performed in the job classification for which a test is desired; the knowledge, skills and abilities required to perform the duties of the job classification; and special working conditions, shifts, location of the job, required licenses or certificates, salary and shift differential, if any.
2. **Proprietary Rights in Semi-Stock and Semi-Custom Tests.** For each job classification for which an examination has been requested and agreed upon by CPS and the Client, CPS shall construct a semi-stock or semi-custom written test, based on the information furnished by the Client. Such tests shall not be considered works made for hire, as that term is defined under U.S. Copyright Law. CPS shall own all rights, title and interest, including the copyright, in any test it creates for the Client. Therefore, Client shall only be allowed to use such tests in accordance with the terms of this Agreement. Ownership of individual test questions supplied by Client, if any, shall be governed by a separate agreement between CPS and Client.

B. Ordering Stock and Semi-Custom Tests

1. **Scheduling of Examinations.** When requesting test rental services, Client shall notify CPS sufficiently in advance of the specific date on which testing services are requested ("Test Date") to allow time for scheduling and preparation. Expedited service may involve additional charges. Client shall direct all test rental service requests to:

Test Rental Unit
CPS Human Resource Services
241 Lathrop Way
Sacramento, CA 95815
916-263-1800 or
1-866-867-5272

2. **Client Notification to CPS of Number of Candidates.** Not less than two weeks prior to the test date, Client shall notify CPS of the total number of candidates in each job classification to be tested. Client shall rent one test booklet per candidate to be tested.
3. **Transmittal of Test Materials.** CPS shall provide Client with instructions for administering the test, if necessary, and with sufficient test booklets and such other material as CPS may deem necessary. Stock tests are prepackaged and are available only in packages of ten booklets. For each unopened package of test booklets returned to CPS pursuant to paragraph II.B(4) below, CPS will apply a credit toward Client's current STOCK test order. See Exhibit C for the current credit per unopened test package.
4. **Client Administration of Test and Return of Test Materials.** Client shall administer the test in accordance with instructions provided by CPS and, immediately following the test, shall return to CPS all Test Materials (except that in such cases as provided in paragraphs II.B (7) and II.B (8) time extensions may be granted by CPS). For purposes of this Agreement, "*Test Materials*" means any and all materials furnished by CPS for the test administration, including, but not limited to, all used and unused test booklets, proctor's instructions, proctor's manuals, scoring instructions, key sheets, key overlays, keyed booklets, scoring keys, instructions, and any other materials generated at the test administration, such as completed answer sheets, scratch paper, note paper and the like.

5. **Re-Use of Test Materials.** Client shall not reuse the tests on the Test Date or on any other date but shall return Test Materials to CPS immediately after the Test Date, pursuant to paragraph II.B(4) above, whether or not the test was administered.
6. **Scoring of Tests.** CPS will score all scannable answer sheets, at no cost to the Client. At the discretion of CPS, responsibility for the scoring of standardized stock tests may be granted to the Client. Semi-stock, semi-custom, and agency tests may be scored by the Client.
7. **Test Materials Inspection.**

- (a) **Stock and Semi-Stock Tests - NO CANDIDATE INSPECTION SHALL BE ALLOWED OF STANDARDIZED TEST MATERIALS, OR OF TESTS PRE-DUPLICATED AS STOCK TESTS OR SEMI-STOCK TESTS.**
- (b) **Semi-Custom Tests - If the Client has an officially adopted rule or established policy regarding a candidate's privilege of inspecting a keyed copy of a semi-custom test or answer sheet(s) following the test, this rule or policy must be submitted in writing to CPS at least two weeks prior to the first test scheduled under this agreement for which such inspection is desired. CPS shall comply with such officially adopted rule or established policy, once CPS has reviewed such policy and approved it. Approval shall be at CPS' sole discretion.**

-If the Client (i) has no officially adopted rule or established policy regarding a candidate's privilege of inspecting a keyed copy of a test or answer sheet(s) following the test, (ii) wishes to allow such an inspection privilege, and (iii) notifies CPS of (i) and (ii), above, at least two weeks prior to the Test Date, the following CPS policy shall govern:

-Inspection of a keyed copy of the test book, for the purpose of requesting a review of such items as the candidate may believe are incorrect or improperly keyed, will be allowed following a test. However, requests for a keyed copy of the test booklet must be made within five working days of the test.

-During test inspection by a candidate, a representative of Client's Personnel or Administrative office must be present to assure that no candidate takes, duplicates, or transmits any Test Materials or notes regarding a test question from the test inspection.

-Upon request of Client, CPS will analyze written candidate protests resulting from such review and recommend the action to be taken by Client.

8. **Answer Sheet(s) Hand Scoring and Inspection.**

- (a) **Hand Scoring.** CPS offers hand scoring of a candidate's answer sheet(s), upon request by Client, within a 14-calendar-day period immediately following the notification to the candidate of test results. See Exhibit C for the charge for this service.
- (b) **Inspection of Semi-Custom Tests - Inspection of a candidate's own answer sheet(s) for the purpose of detecting whether any clerical or other error has been made in the scoring of the answer sheets shall be allowed, upon request by the Client, for a 14-calendar-day period immediately following the notification to the candidate of test results.**

-Candidates are not allowed to review the question booklet during this inspection period.

-Not more than one hour will normally be allowed for answer sheet(s) review.

-A representative of Client's Personnel or Administrative office shall be present to assure that no changes or marks of any kind are made by the candidate on the answer sheet(s) or keyed answer sheet.

9. **Examination Charges.** In consideration of CPS' performance of the testing services set forth in Exhibit C of this Agreement, Client agrees to pay CPS in accordance with the "Written Test Price List" in effect at the time of the rental arrangements. Client acknowledges and understands that the prices set forth in Exhibit C are only effective as of the date shown on Exhibit C and are subject to change. CPS shall bill Client at the billing address provided in Exhibit B, attached hereto.
10. **Canceled or Postponed Tests.** Client shall be billed for any work done on a canceled or postponed test up to the time CPS is notified of such cancellation or postponement. Under certain circumstances and in CPS' sole discretion, credit may be given for work already performed, if the test is rescheduled.

C. Client Responsibilities

1. The Client shall perform all parts of the testing process which have not specifically been requested of and agreed to by CPS.
2. Client shall assume responsibility for the conformity of the testing process to any applicable laws, rules or ordinances, and for the test as a whole. Under the federal Uniform Guidelines on Employee Selection Procedures, if applicable, the Client as test user is responsible for the results of the selection process, and Client understands and acknowledges that it must be prepared to demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by fair employment laws.

SECTION III - SECURITY OF TEST MATERIALS

- A. **Ownership of CPS Tests.** Client understands and acknowledges that CPS owns all rights, title and interest, including copyrights, in all CPS Tests. Thus, all CPS Tests that are provided under this agreement are the property of CPS and shall remain the property of CPS, even while in the custody of Client.
- B. **Test Security.** Client understands and acknowledges that the confidentiality of all Test Materials that CPS supplies is crucial to the continued usefulness of such Test Materials. Therefore, Client shall be responsible for the security of all Test Materials supplied for a test administration. Client shall hold and store the Test Materials in a manner that will prevent unauthorized persons from having access to them. In addition, **Client shall not reproduce test booklets or test questions under any circumstances.**
- C. **Legal Proceedings Involving Test Materials.** If Client receives a request for disclosure of Test Materials, such as a subpoena or public records request, Client shall notify CPS of such request immediately and well before a response is due. In addition, upon CPS' request, Client shall maintain the confidentiality of the Test Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to disclosure of Test Materials. CPS shall defend, indemnify and hold Client harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to CPS' pursuing protection of the Test Materials from disclosure.

Exhibit A

TEST ADMINISTRATOR ACKNOWLEDGEMENT

By signing below, I represent that I will order and handle CPS Test Materials in accordance with the terms of the CPS Test Security Agreement.

<u>Name and Title (Print)</u>	<u>Signature</u>	<u>Email</u>
CHRISTINE HENDRICKS Personnel Technician		chendricks@co.el-dorado.ca.u
KAREN FORNI Personnel Technician		karen.forni@co.el-dorado.ca.t
HEATHER OWENS Personnel Technician		heather.owens@edc.gov
TERRI FRIEDL Sheriffs Technician		friedlt@edso.org
KAREN BLAKELY Sr. Personnel Analyst		kblakely@co.el-dorado.ca.us
MARY KIMBELL SMITH Sr. Personnel Analyst		mksmith@co.el-dorado.ca.us
DONNA MULLENS Clerical Operations Manager		donna.mullens@edc.gov

Principal Signer's Acknowledgement of Authority

By signing below, I represent that the above-named person(s) is (are) authorized to handle CPS Tests on Client's behalf and shall handle the CPS Test Materials in accordance with the terms of the CPS Test Security Agreement currently in effect.

Laura Gill, CAO
Name and Title (Print)
Laura A. Gill
Signature
El Dorado County
Agency
8/14/06
Date

Exhibit B

CPS TEST SERVICE RATES

	STOCK TESTS	SEMI-STOCK TEST*	SEMI-CUSTOM TESTS*	AGENCY TESTS
Base Fee	\$295.00	\$415.00	\$850.00	\$415.00
REVIEW COPIES AVAILABLE UPON REQUEST AT NO CHARGE				
Per Booklet/Candidate Fee				
1 - 100 Books or Candidates	\$8.50	\$13.00	\$14.50	\$10.00
101 - 500 Books or Candidates	\$8.00	\$12.00	\$13.50	\$9.50
501+ Books or Candidates	\$7.50	\$11.00	\$12.50	\$9.00
Cancellation Fee	\$200.00	\$200.00	\$300.00	\$200.00
Pick Up/Handling	5%	5%	5%	5%
2 - Day Shipping	10%	10%	10%	10%
Overnight Shipping	15%	15%	15%	15%
Canadian Shipping 2 - Day	15%	15%	15%	15%
Entry Law/Fire Candidate Preparation Manuals		Structured Interview Packages		
Quantity Per Booklet/Candidate Fee \$3.00 Per Book Over 1,000: \$2.00 Per Book		Base Fee: \$400.00 Per Candidate Fee: \$ 5.00 if used with a CPS written test \$ 7.50 if used without a CPS written test		

Stock tests are prepackaged and are available only in packages of ten booklets. CPS will apply a credit of \$35.00 for each UNOPENED package of test booklets to your agency's current STOCK test order. Clients with 49 candidates or less are billed at the number ordered or the number actually tested, whichever is greater.

* ALL REQUIRE JOB ANALYSIS WORKBOOKS

SPECIAL SERVICES

Stock Supplements	\$ 2.00 per book when ordered with a Stock test
Writing Proficiency Exam	\$ 350.00 Base Fee + \$ 15.00 per candidate (Professional Scoring included)
Custom Supplement	\$ 100.00 Base Fee + \$ 5.00 per booklet when used with CPS tests
Cover Change of Stock or Agency Test	\$ 100.00 + \$.50 per book
Key Sheet Stencil	\$ 10.00 Each
Faxing of Test Results	\$ 20.00
Emailing Test Results	\$ 30.00
Not-specified special services	CALL FOR DETAILS (Billed at applicable hourly rate)
Method of Payment	All invoices are payable in U.S. dollars. Payment can be made by check or by credit card

EXHIBIT "B"

LOST OR COMPROMISED TEST PRICING

- For each lost test (**excluding Police, Fire, and Corrections**), there will be a base charge of \$5,000. For each additional copy (test) of the same test that is lost, there will be a \$75 charge with a maximum total charge of \$20,000 per test.
- For each lost **Police, Fire, or Corrections** test, there will be a base charge of \$10,000. For each additional copy (test) of the same test that is lost, there will be a \$75 charge with a maximum total charge of \$20,000 per test.
- For each lost **Agency, Custom, Semi-Stock, or Specialized** test, there will be a base charge of \$10,000. For each additional copy (test) of the same test that is lost, there will be a \$75 charge with a maximum total charge of \$20,000 per test.

EXHIBIT "B"

CORRECTIONS STANDARDS AUTHORITY EXAMINATIONS EXAMINING AGENCY COST BREAKDOWN EFFECTIVE JULY 1, 2006 – JUNE 30, 2007

COSTS:

\$3.83 Per Candidate **SCHEDULED** for booklet preparation, printing, shipping and receiving

AND

\$1.52 Per Candidate **TESTED** for scoring and preparation of one ranked list, one alpha list and the raw score tabulations

AND

\$80.17 BASE Charge

ADDITIONAL SERVICES AVAILABLE:

ANSWER SHEET VERIFICATION

\$25.00 per Candidate

FAXING

\$20.00 Fee for Test Analysis

TEST ADMINISTRATION

\$200.00 Proctoring (includes one chief proctor for 6 hours, travel up to 50 miles; additional proctor time and travel billed at **\$21.50 hr** and **\$.34 mile**)

An assistant proctor is required for every 35 candidates after the first 35 candidates. Agencies may supply staff for assistant proctors to reduce costs. **Assistant proctor time and travel billed at \$18.50 hr and \$.34 mile.**

Please contact Blanca Adams at 916-263-3644 ext. 4965 to schedule.

Exhibit B

CLIENT BILLING INFORMATION

El Dorado County

Agency Name:

Human Resources

Department:

330 Fair Lane

Address:

Placerville

CA

95667

City:

County:

State/Province:

Zip:

Donna Mullens

Attention To: Name

donna.mullens@edc.gov

Title and Email Address:

(530) 621-6060

(530)642-9815

Telephone Number:

Fax Number: