



THIRD PARTY TESTER and EXAMINER AGREEMENT

Please read this document carefully and complete the highlighted areas to indicate your agreement to the terms listed.

This Agreement is made effective the _____ day of _____ between _____
(Effective Date Completed by DDS) (Tester/School Name)

whose address for the purpose of this Agreement is _____
(Tester/School Address)

(hereinafter referred to as the "Third Party Tester"); _____ whose address for
(Examiner/Instructor Name)

the purpose of this Agreement is _____, (hereinafter
(Examiner/Instructor Address)

referred to as the "Third Party Examiner") and the Department of Driver Services, an agency of the State of Georgia, whose address for purpose of this Agreement is 2206 Eastview Parkway, Conyers, Georgia 30013 (hereinafter referred to as the "Department").

WHEREAS, the Department is responsible for the administration and regulation of laws relating to Driver Training and licensing and the enforcement of laws, rules, and regulations relating to the issuance, suspension, revocation, and cancellation of driver's licenses;

WHEREAS, pursuant to O.C.G.A. §40-5-27, the Department may authorize educational institutions and business entities to conduct road skills tests for Class C and Class D Drivers' Licenses on behalf of the Department and prescribe rules and regulations governing the administration of road skills tests in accordance with applicable state law;

WHEREAS, the Department has authorized the Driver Training School to conduct road skills tests on its behalf and the Third Party Tester and Examiner have applied to do so;

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. DEFINITIONS

- a. **Third Party Testing Program:** A program authorized by Code Section 40-5-27 of the Official Code of Georgia Annotated whereby licensed Driver Training Schools approved by the Department may administer an on the road skills test to students who successfully complete any of the approved methods of Driver Training specified in paragraph (1) of subsection (d) of said Code Section.
- b. **License:** The license or certification issued to a Third Party Examiner or Third Party Tester authorizing them to participate in Third Party Testing.
- c. **Monitor:** A Department employee responsible for conducting random examinations, inspections, and audits of Third Party Testers and Examiners for compliance with state laws and regulations.
- d. **Third Party Tester:** A DDS-certified Driver Training School that has been licensed to conduct driver's license testing through approved Third Party Examiners. The Driver Training School must have been licensed for a minimum of two (2) years prior to applying as a Third Party Tester.

- e. **Third Party Examiner:** A DDS-certified Driver Training Instructor who has been issued an Examiner certification by the Department authorizing the individual to conduct road skills tests on behalf of the Third Party Tester.

2. THIRD PARTY TESTER REQUIREMENTS

The parties acknowledge and understand that the Third Party Tester must:

- a. Make application to the Department in a manner prescribed by the Department for approval as a Driver Training Third Party Tester.
- b. Schedule and successfully complete the training and monitoring process as prescribed by the Department to obtain certification.
- c. Comply with all state and local laws, regulations, and Department as well as Driver Training Program rules.
- d. Maintain a full-service DDS-certified Driver Training Program conducting both thirty (30) hour classroom and six (6) hour behind-the-wheel driver education training courses.
- e. Maintain at the approved testing location a record of each student for whom the Third Party Tester conducts road skills tests, whether or not the driver passes or fails the test(s). Each driver's record must be maintained in a manner prescribed by the Department.
- f. Maintain at the approved testing location a record of the Third Party Examiner in the employ of the Third Party Tester who has administered road skills tests at the location. Each record shall include:
 - A copy of a valid Examiner Identification Card indicating that the Third Party Examiner has met all department qualifications, and
 - A copy of the Third Party Examiner's current driver history updated upon every Third Party Examiner Certification renewal.
- g. Ensure that all road skills tests administered by the Driver Training School Third Party Examiner are conducted in accordance with the requirements of this Agreement, the instructions of the Department and its representatives, and all state laws and regulations.
- h. Ensure that all road skills tests administered by the Driver Training School Third Party Examiner are conducted in a manner that minimizes the potential for compromising the integrity of the test.
- i. Ensure that each of its Third Party Examiners conduct at least ten (10) road skills tests per calendar year.
- j. Provide documentation, as prescribed by the Department, of each driver who successfully completed the Driver Education training course(s) required by O.C.G.A § 40-5-27(d) and takes the road skills test(s).
- k. Designate an employee responsible for the administration of the Third Party Testing Program.

Third Party Participants have read and understand the requirements listed on this page of the Agreement _____

- l. All files must be maintained under lock and key. No one other than the Third Party Examiner, Third Party Tester representative or a designated DDS employee is authorized to access these files.
- m. Submit to the Department's designated representatives a testing schedule for each week by Friday of the preceding week, or as prescribed by the Department. The term "schedule" refers to "times, dates, and places" for the purposes of this subparagraph. No tests may be given if not specified on the schedule. The DDS Program Manager and/or Monitor must approve all scheduling exceptions.
- n. Provide to the Department, in the prescribed format, all road skills test scores (pass or fail) and test cancellations.
- o. The Third Party Tester agrees to furnish, upon request, appropriate vehicles as necessary for training and for retesting of students by the monitor.
- p. The Third Party Tester acknowledges that students administered a road skills test have successfully met all requirements mandated by O.C.G.A § 40-5-27(d) prior to being tested AND retains documented proof (i.e. copy of OCRA Certificate of Completion) of all driver education training course(s) completed to meet these requirements.
- q. The Third Party Tester must have computer with internet access to enter testing schedule by Friday of the week prior to testing, or as prescribed by the Department.
- r. The Third Party Tester must immediately contact their assigned DDS monitor, by telephone or e-mail, upon notification from the student of a test cancellation.

3. LICENSES AND CERTIFICATIONS

Upon approval, the Department will issue a certification that authorizes the Driver Training School Third Party Tester to operate an approved road skills testing program. Said certification shall grant authorization for a period of four (4) years unless earlier terminated by the Department. This agreement will expire on _____.

(Expiration Date Completed by DDS)

The Department and the Third Party Tester may renew this agreement upon tester having satisfactorily complied with all Department rules and regulations. The certification must be displayed in a conspicuous place within the Third Party Tester's office. A separate copy of the agreement will be executed by each Third Party Examiner of the Third Party Tester.

An Examiner's license will be issued to each Third Party Examiner employed or hired by the Third Party Tester. The Third Party Examiner's license shall be valid for no more than a period of four (4) years, is nontransferable and shall be immediately surrendered to the Department in the event that the employment or contractual relationship between the Third Party Examiner and the Third Party Tester for any reason, or if the Department cancels and/or revokes the certification of the Third Party Tester or Third Party Examiner.

4. TEST ADMINISTRATION

Road Skills tests may only be conducted:

Third Party Participants have read and understand the requirements listed on this page of the Agreement _____

- a. On test routes approved in advance by the Department;
- b. In a vehicle that is registered and insured in a manner prescribed by the Department and for which the Driver Training Third Party Examiner is qualified to test; and
- c. Using content, forms, and scoring procedures approved in advance by the Department. Each road skills test score sheet will contain the tag number of the vehicle. If there is no tag number on the vehicle no test may be administered.
- d. After the Tester checked and verified the student's license/permit validity and driving privileges.

The Third Party Tester acknowledges and understands that the Third Party Examiner will do the following:

- a. Not test relatives (by blood, marriage, or adoption).
- b. Conduct the road skills test in the following order: (1)Basic Skills and (2)On the road driving test.
- c. Comply with retesting standards established by the Department.
- d. Not conduct or allow practice sessions on the test route, at the DDS test site, or with the testing Examiner prior to the actual test.
- e. Complete all road skills test score sheets with blue ink and execute each sheet with his or her signature. Each applicant must have an individual file maintained under lock and key, which contains all pertinent information pertaining to the applicant. No one other than the Third Party Examiner, designated school staff and designated DDS employees shall be authorized to access these files.
- f. Schedule road skills tests with at least 45-minute intervals not to exceed ten (10) tests per day.
- g. Conduct all road skills test in English only.
- h. Conduct road skills tests only for students who have an instructional permit on their person and have successfully met all requirements mandated by O.C.G.A § 40-5-27(d).
- i. Be ready and willing to administer road skill tests on the dates and times submitted on the testing schedule, unless prior cancellation has been received from the student or testing is cancelled due to acts of nature, such as flooding, fire or natural disaster.
- j. Conduct road skills tests between the daylight hours of 8:00 a.m. and 5:00 p.m.
- k. Conduct at least ten (10) road skills tests per calendar year. Failure to do so will result in suspension from conducting further tests.

5. FEES

The Third Party Tester may charge a testing fee to students who have successfully completed the required driver education training course(s). Schools may incorporate such fee into the Driver Training Program course.

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6. NOTIFICATION REQUIREMENTS

The Third Party Tester expressly grants access to employees and representatives of the Department at any time in order to conduct examinations, inspections, and audits. It is expressly understood that these examinations, inspections, and audits may be conducted at random, and that no prior notice must be given.

Inspections and audits may include, but are not limited to:

- a. Examination of any records relating to the Third Party Testing Program;
- b. Examination of road skills testing procedures, practices, and operations;
- c. Examination and inspection of vehicles used for testing;
- d. Review of the qualifications of the Third Party Examiner;
- e. A determination of the effectiveness of the road skills test program by any of the following:
 - Administration of the road skills test(s) by Department employees to a sample of drivers who have been issued road skills test(s) certificates by the Third Party Examiner utilizing the Third Party Tester's approved basic skills course and road test route; or
 - Administration of the skills test(s) to Department employees to audit suitability of testing. No fee may be charged for testing a DDS employee for auditing/monitoring purposes; or
 - Additional monitoring and/or surveillance of the Third Party Tester when an Examiner's Pass/Fail rates are not in line with the Department's Pass/Fail rates.
- f. Review of any other aspect of the operation that is necessary to verify that the Third Party Tester is in compliance with the terms and conditions of this Agreement and applicable state statutes and regulations.

The Department may, but is not required to, prepare a written report of the results of each inspection and audit. If a written report is prepared, a copy will be provided to the Third Party Tester upon request.

7. INSURANCE REQUIREMENTS

Each Third Party Tester shall obtain and maintain bodily injury and property damage coverage on all motor vehicles used in the road skills tests as required by state law. Such coverage shall insure the Third Party Tester, the Third Party Examiner, and the driver taking the road skills test.

The Third Party Tester shall show evidence of such coverage during audits or other Department reviews.

8. CONDUCT

No Third Party Examiner, employee, or agent of the Third Party Tester may solicit the enrollment of any individual in a Driver Training Program or Third Party Testing Program on the Department's premises.

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9. ADVERTISING

No Third Party Tester shall imply in any advertisement or otherwise that a program can issue a driver's license, guarantee the issuance of a driver's license by the Department, or in any way influence the actions of the Department in the issuance of driver's licenses or that preferential or advantageous treatment can be obtained from the Department.

10. CONFLICT OF INTEREST

The Third Party Tester shall not engage the services of an employee of the Department as a Third Party Examiner or agent or employee of the Third Party Tester.

11. REVOCATION, DENIAL OR CANCELLATION OF THIRD PARTY TESTING PROGRAM AND CERTIFICATIONS

The Department may take prompt and appropriate remedial action against the Third Party Tester in the event that the Third Party Tester fails to comply with state standards for the Driver Training Program or with the terms and conditions of this Agreement.

The Department may revoke a certification upon determining that:

- a. The Third Party Tester or Examiner has made misstatements, misrepresentations, or material omissions on the application, agreement, or affidavit;
- b. The Third Party Tester or Examiner has failed to comply with any provisions of this agreement, the Department's instructions or state statutes or regulations;
- c. Records or information relating to the Third Party Testing Program have been falsified;
- d. The Third Party Tester or Examiner has committed any act that, in the judgment of the Department, compromises the integrity of the Third Party Testing Program; or
- e. The Third Party Examiner's driving privileges have been suspended, revoked, cancelled, or disqualified.

In lieu of revocation the Department may in its sole discretion postpone the action for a period not to exceed thirty (30) days and afford an opportunity to correct any deficiency prior to making the revocation effective.

The Department of Driver Services may, in its discretion, cancel this Third Party Tester and Examiner agreement at any time. Upon cancellation, it is expressly agreed that neither the Third Party Tester nor the Third Party Examiner have a property interest in the continued operation of the Third Party Testing Program and both are ineligible for an appeal as described in Paragraph 14 herein below.

12. SURRENDER OF CERTIFICATION

The Third Party Tester or Third Party Examiner shall relinquish the certification upon the Department's request and in accordance with the rules of the Department and the Third Party Testing Program. All forms, certificates, manuals, and supplies furnished by the Department, including certification and identification cards, shall be surrendered to the Department or its representatives within ten (10) days of relinquishing the tester or examiner certification.

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13. APPEAL PROCESS

Upon revocation of a certification, the Department shall provide notice via certified mail, return receipt requested. Such notice shall be deemed received within seven (7) days after mailing. The Third Party Tester or Examiner may request a hearing within ten (10) days of receipt of the notice using the DDS Appeal/Hearing Request form (DDS-1206). Upon timely receipt of the appropriate form and a copy of the notice, the Department shall schedule a hearing before a designated hearing officer. The hearing appeal process shall be in accordance with Chapter 13 of Title 50 of the Official Code of Georgia, the "Administrative Procedures Act."

If the Department does not receive the hearing request within the ten (10) day period, any rights to an appeal and hearing will be waived and the Department's action shall be effective upon the expiration of the ten (10) day period

14. SEVERABILITY

If any term or provision in this Agreement shall be deemed illegal or unenforceable then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force and effect and such terms or provisions shall be deemed stricken.

15. WAIVER

The waiver by either party of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement.

16. ENTIRE AGREEMENT

This document, and any other matters incorporated herein by reference, constitutes the sole and entire Agreement between the parties. No modifications shall be effective unless memorialized in writing, duly signed by the representatives of both parties; provided however, that this provision shall not invalidate any directives or instructions given by the Department's representatives where authorized by this Agreement.

17. STATE MANDATED PROVISIONS

The Parties agree to comply with Federal and State laws, rules, regulations and the State's policy relative to nondiscrimination in employment practices including hiring, promotions, demotions, dismissal and other elements affecting employment because of race, color, sex, religion, age, physical handicap, political affiliation or national origin.

The Parties agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The Parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, or national origin.

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement or any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

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The Parties agree that in any agreements to be developed and awarded pursuant to this Agreement all work and procedures related to said Agreement, shall, at all times, conform to the applicable Federal and State laws, rules, regulations, orders and approvals, including specifically, procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with Americans with Disabilities Act, anti-solicitation, information, auditing and reporting provisions.

In **WITNESS THEREOF**, the parties have executed this agreement.

GEORGIA DEPARTMENT OF DRIVER SERVICES

BY: _____ DATE: _____
(Signature of DDS Commissioner)

NAME: Angelique B. McClendon

TITLE: Commissioner, Georgia Department of Driver Services

THIRD PARTY TESTER (*Owner/Corporate Officer of Driver Training School*)

BY: _____
(Signature of Owner/Corporate Officer)

NAME: _____
(Print)

TITLE: _____
(Print)

THIRD PARTY EXAMINER (*Driver Training Instructor*)

BY: _____
(Signature of Examiner)

NAME: _____
(Print)

TITLE: _____
(Print)