



Program Recertification Application

Step 1 – ALL applicants:

- All applicants-including owners, partners and corporate officers-must sign the Statement of Completion at the bottom of this page and include this page with the application.
- Section 1 should be completed only once for each program application.
- All applicants-including owners, partners and corporate officers-must complete Sections 2 and 3 of the application. You may photocopy these sections accordingly.
- All applicants-including owners, partners and corporate officers-must submit a notarized Consent for Background Investigation. You may photocopy this form as necessary. (Form # RC-900)
- All applicants - if you have been licensed in a state (or states) other than Georgia in the past five (5) years, you must obtain and submit a Motor Vehicle Report (MVR) from each state in which you were licensed except Georgia.
- Submit a copy of the continuation or verification certificate for the surety bond currently on file. *Third Party Testers are not required to submit this item.*
- Submit a list of all instructors, or examiners, associated with the program.
- Submit a copy of all student/customer contracts and forms used by the program.
- All applicants—including partners, corporate officers and/or controlling stockholders must undergo a national and state fingerprint-based criminal background check using the Georgia Applicant Processing System (GAPS). Refer to the attached fingerprint instructions (RC-GAPS-999) for more information. *If you have been fingerprinted for any other Regulatory Compliance Division certification within the past six months, please provide the date of fingerprinting: _____*

Step 2 - Submit additional documents below, depending upon type of certification held:

DUI Alcohol or Drug Use Risk Reduction Program Recertification

- Submit a list of director(s) associated with the program.
- Submit copies of the Student Information Sheet and the Employee Confidentiality Statement used by the program.

Driver Improvement Clinic Recertification

- Submit a renewal application fee of \$100.00 in the form of a money order, certified check, or cashier’s check made payable to the Georgia Department of Driver Services.
- Submit a current copy of the clinic certificate from an approved curriculum provider. (AAA, ASC, DEOG, GARDE, NSC)

Driver Training School Recertification

- Submit a renewal application fee of \$25.00 in the form of a money order, certified check, or cashier’s check made payable to the Georgia Department of Driver Services.
- If applicable, submit a list of vehicles to be used by the school.
- If applicable, submit a copy of a Certificate of Liability Insurance showing proof of commercial liability and property damage insurance coverage on the driver training vehicles.
- Privately-owned schools:** If applicable, submit a list of MOU’s with external entities.
- Public school systems:** Submit a notarized statement from the superintendent or assistant superintendent appointing a director who will be responsible for the day-to-day operation of the driver training school.

Ignition Interlock Provider Center Recertification

- Submit a renewal application fee of \$100.00 in the form of a money order, certified check, or cashier’s check made payable to the Georgia Department of Driver Services.
- Submit a current signed agreement with an approved manufacturer signed by both parties within the past year. Agreement should include which device(s) the provider center is authorized to install, monitor and uninstall.
- Submit a current certificate of general liability policy of insurance, including products and completed operations with not less than \$50,000 of combined single limits with an issuance carrier authorized to write policies in the state of Georgia.

Third Party Tester Recertification

- Submit a signed Third Party Tester Agreement. (Form # RC-TPT-300)

STATEMENT OF COMPLETION

I hereby certify that this application includes all documents and fees which are required to be attached for the approval as outlined above. I understand that the *average* time it may take to process this application is 30 days. I understand that an incomplete application or application lacking the necessary paperwork will result in my application not being processed and may result in fees being forfeited.

Printed Name

Legal Signature

Date

Please submit application, fees and all supporting documents to:
 Georgia Department of Driver Services
 Attn: Regulatory Compliance Division
 2206 Eastview Parkway
 Conyers, Georgia 30013

An application drop box is also available at the entrance of the Conyers Customer Service Center.



SECTION 1: Program Information

DUI Program
 Driver Improvement Clinic
 Driver Training School
 Ignition Interlock Center
 TPT Tester

Cert. # _____ Cert. # _____ Cert. # _____ Cert. # _____ Cert. # _____

Exp. Date _____ Exp. Date _____ Exp. Date _____ Exp. Date _____ Exp. Date _____

Full Legal Name of Program, Clinic, School or Provider Center _____

Trade Name/DBA, if applicable _____

Physical Address _____ City _____ County _____ State _____ Zip Code _____

Mailing Address Same as above _____ City _____ County _____ State _____ Zip Code _____

Classroom Address Same as physical _____ City _____ County _____ State _____ Zip Code _____

Program Telephone Number _____ Program Facsimile Number _____

Program Email Address _____ Program Website _____

Contact Name _____ Title _____ Phone Number _____

****A secure, individual email address only accessible to the applicant(s) must be provided. The Department will use this email address for official purposes. Please make sure to check the email account during the certification process.****

**Email Address _____

1.1 Indicate the services this facility offers:

Classroom and office with full operating hours
 Satellite classroom only

1.1.1 If classroom only services are indicated in 1.1, list the principal program location where the records are maintained:

Program Name	Program Certification #	Address

1.2 List the name of the curriculum taught for this program: _____

1.3 List the full name of all owner, partners, corporate officers or controlling stockholders.

Name	Title/Position	Interest Held

1.4 Has there been a change in ownership, partners, or the corporation of the entity originally certified by the Department of Driver Services?

Yes No

1.4.1 If you answered "Yes" to question 1.4, provide details of the change: _____



SECTION 2: *Applicant Information*

Last Name	First Name	Middle Name	Suffix	Title/Position
Date of Birth	Driver's License #	State of Issuance		
Mailing Address	City	County	State	Zip Code
Primary Phone Number	Secondary Phone Number		Email address	

- 2.1** Are you or your spouse, dependent child, dependent stepchild, or dependent adopted child is currently employed with the Georgia Department of Driver Services, Georgia Department of Public Safety, or Georgia Department of Behavioral Health and Developmental Disabilities?
 Yes No
- 2.2** Are you or your spouse currently employed as a judge, public or private probation officer, public or private probation employee or agent, bail bondsman, employee or agent of a bonding company, law enforcement or peace officer, or employee of a court in this or any other state?
 Yes No
- 2.3** Do you own, manage, or operate a private company that has contracted to provide probation services for misdemeanor cases in this or any other state?
 Yes No
- 2.4** If you answered "Yes" to any of the questions above, give specific information detailing the company, agency, and job title.
-
- 2.5** Are you a United States citizen?
 Yes No

Note: Applicants that are not citizens of the United States must submit proof of lawful status with the application.

SECTION 3: *Applicant Affirmation*

Under penalty of law, I do hereby swear or affirm that all the information that I have provided herein is complete and accurate.

Furthermore, I will maintain the confidentiality of all program records. Records shall be confidential and shall not be released without the written consent of the student, except that such records shall be made available to DDS upon request.

I will maintain all reports and information as specified in the DDS rules and regulations.

I hereby authorize the release to DDS of any information necessary for the determination of my application for program certification. I understand that this information will be used only for the purpose of processing my application. Photocopies of this authorization will be valid for the purpose of obtaining requested information.

I understand that to knowingly make a false statement or conceal a material fact in this application will result in the denial of my application, the cancellation of my certification (if applicable), and criminal charges being brought against me.

Legal Signature

Date

Sworn to and subscribed before me

this ____ day of _____ 20____.

(SEAL)

 Notary

Georgia Department of Driver Services
Regulatory Compliance Division, 2206 Eastview Parkway, Conyers, GA 30013
CONSENT FOR BACKGROUND INVESTIGATION

OFFICE USE ONLY FILE NUMBER:	OFFICE USE ONLY DATE APPLICATION RECEIVED:	OFFICE USE ONLY BACKGROUND DRIVING HISTORY <input type="checkbox"/> Pass <input type="checkbox"/> Fail CRIMINAL HISTORY <input type="checkbox"/> Pass <input type="checkbox"/> Fail	OFFICE USE ONLY
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APPLICANT TYPE: (OFFICE USE ONLY)			
<input type="checkbox"/> DUI Risk Reduction	<input type="checkbox"/> Owner	<input type="checkbox"/> Director	<input type="checkbox"/> Instructor
<input type="checkbox"/> Driver Improvement	<input type="checkbox"/> Owner	<input type="checkbox"/> Instructor	<input type="checkbox"/>
<input type="checkbox"/> Driver Training	<input type="checkbox"/> Owner	<input type="checkbox"/> Instructor	<input type="checkbox"/>
<input type="checkbox"/> Non-Commercial Third Party	<input type="checkbox"/> Tester	<input type="checkbox"/> Examiner	<input type="checkbox"/>
<input type="checkbox"/> CDL Third Party	<input type="checkbox"/> Tester	<input type="checkbox"/> Examiner	<input type="checkbox"/>
<input type="checkbox"/> Ignition Interlock	<input type="checkbox"/> Owner/Operator	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Commercial Veh. Training School	<input type="checkbox"/> Owner	<input type="checkbox"/> Director	<input type="checkbox"/> Instructor
<input type="checkbox"/> Motorcycle Safety	<input type="checkbox"/> Rider Coach	<input type="checkbox"/> Rider Coach Trainer	<input type="checkbox"/> Private Site Manager
<input type="checkbox"/> For-hire License Endorsement			

Last Name	First Name	Middle	Phone Number
Driver's License Number (Include ALL zeros)	DL Issue date (Exam date)	State	Social Security Number
Date of Birth (MM/DD/YYYY) / /		City and State	Zip Code
Current Street Address		City and State	
Have you held any driver's license from another state in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		If so, list state(s) and license number(s)	

Program/School Name (if applicable)	Phone Number
Address	City and State
Zip Code	
Have you been convicted of, plead guilty to, or plead nolo contendere to any crime, whether felony or misdemeanor, in this state, in any other state, or in the federal system within the past ten (10) years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you served time for any crime, whether felony or misdemeanor, in this state, in any other state, or in the federal system within the past ten (10) years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you been on probation or parole for any crime, whether felony or misdemeanor, in this state, in any other state, or in the federal system within the past ten (10) years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have a charge(s) or a court hearing pending, or are you under indictment or accusation for any crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If you answered "Yes" to any of the above, please note the offense, date and location below:

<u>Offense</u>	<u>Date</u>	<u>City/State</u>

I hereby apply for Certification(s) to be issued by the Regulatory Compliance Division of the Department of Driver Services (DDS). I understand that my national and state criminal history, driver's history, and legal presence will be checked. I hereby give consent for the DDS to conduct whatever investigations necessary to determine my eligibility to hold such a certificate. I understand that false, misleading, or incomplete information in my application or on this Consent Form may result in certificate denial, cancellation, suspension, or revocation, as well as possible criminal prosecution and civil action. Under penalty of perjury, I do hereby swear or affirm that the information contained within this application, and any statements made in connection therewith, are complete, true and correct.

Applicant Signature	Date
<u>THIS CONSENT FORM MUST BE NOTARIZED</u>	
Subscribed to and sworn before me:	Seal or Stamp

Notary Signature	
Date	

My Commission Expires: _____



THIRD PARTY TESTER 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”) 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.
- 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.

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

- 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:

- a. On test routes approved in advance by the Department;

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

- 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. If the driver fails the basic skills test, no further test will be administered.
- c. Comply with re-testing standards established by the Department.
- d. Not conduct or allow practice sessions at the test site, on the test route, 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 successfully meet 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 School Program course.

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

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 road 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.

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

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.

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

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.

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

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: _____
(Signature of DDS Deputy Commissioner)

DATE: _____

NAME: Ricky Rich

TITLE: Deputy Commissioner, Georgia Department of Driver Services

THIRD PARTY TESTER (*Owners/Officers of Driver Training School*)

BY: _____
(Signature of Owner/Officer)

NAME: _____
(Print)

TITLE: _____
(Print)

BY: _____
(Signature of Owner/Officer)

NAME: _____
(Print)

TITLE: _____
(Print)

BY: _____
(Signature of Owner/Officer)

NAME: _____
(Print)

TITLE: _____
(Print)

Georgia Applicant Processing System (GAPS)

All persons applying with the Georgia Department of Driver Services (DDS) to become certified in any of the regulated program areas listed below must use the **Georgia Applicant Processing System (GAPS)** to satisfy the statutorily required national and state fingerprint-based criminal history check.

- **Driver Training School Owners/Directors/Instructors**
- **Driver Improvement School Owners/Instructors**
- **DUI/Risk Reduction School Owners/Directors/Instructors**
- **Third Party Testers/Examiners**
- **Ignition Interlock Provider Center Owners**
- **For-Hire Driver Endorsement**
- **Commercial Vehicle Driver Training School Owner/Instructor/Tester/Examiner**

NOTE: Fingerprint standards set forth by the Georgia Crime Information Center (GCIC) and the National Crime Information Center (NCIC) prevent DDS from downloading fingerprint results until a certification application is submitted. In addition, fingerprint results are only available to DDS for download for 30 days. **THEREFORE, you should not start this fingerprinting process until you have submitted a certification application to DDS. If you have been fingerprinted through GAPS for any DDS regulated program within the past 6 months, your fingerprint results may be used for any additional application(s) submitted for DDS regulated programs during that 6-month period. Please indicate on your application the date you were previously fingerprinted.**

There are several locations throughout the State of Georgia that have been authorized by the NCIC, the GCIC and Gemalto Systems to use LiveScan devices to electronically capture and transmit fingerprints to the GCIC through a secure web-based environment. Criminal history search results, in most cases, will return within 24 to 48 hours following submission of fingerprints, decreasing the overall amount of time it takes for DDS to process your application for certification. Fingerprint results obtained from any source other than the approved GAPS process will not be accepted.

Out-of-state applicants may choose to submit fingerprint cards for an additional charge of \$8. Registration is still required through the GAPS website. Please review the "How to Submit Ink Cards" section on the GAPS Home page for detailed instructions.

Additional information regarding the GAPS process, policies, fees, and print locations may be found at <https://www.aps.gemalto.com>.

FINGERPRINT INSTRUCTIONS

Step 1: Select the GAPS location of your choice.

- Go to the following website: <https://www.aps.gemalto.com/ga/index.htm>
- Click on the "Find A Fingerprint Location" option.
- All authorized GAPS locations are depicted on an interactive map of Georgia. You may click on any location depicted on the map to obtain more detailed information about individual GAPS sites, including the name of the participating business, address, and telephone number. You may also use the Google Map feature which will show sites located near your current location and provide directions.

Step 2: Register.

- From the GAPS Georgia Home page, click on the "Applicant Registration" option. This will take you to a page with a listing of multiple agencies.
- Click on the "Department of Driver Services (DDS)" button. You will be taken to the DDS landing page with our contact information. Click on the "Register to be Fingerprinted" button.
- Read the Privacy Rights and click the box to accept the terms. Click "Continue."
- Select your Reason Code from the dropdown box (CDL and Motorcycle Safety Coaches should use the DT reason codes). Complete the web form with your personal data and payment information. You must pay by money order or credit card. Mandatory fields are highlighted in yellow.
- Please be advised that although the use of your Social Security Number is optional, if you do not submit your SSN, the GAPS location will not be able to confirm your registration if you forget to bring your confirmation receipt. In addition, you will not be able to print a replacement receipt. Therefore, you are strongly encouraged to use your Social Security Number.
- Money orders must be made payable to "Gemalto Cogent, Inc." and should be taken to the GAPS location.
- Fingerprinting fees for all DDS regulated programs are \$49.25. A link for the fees can be found under the "Fees" section at the bottom of the GAPS Georgia Home page. **Cash and checks are not accepted.**
- Once all information has been entered, click "Continue." Review your information and if everything is okay, click "Submit."

Step 3: Print your Receipt.

- A screen appears prompting you to either print your registration receipt or email it.
- If you lose your registration receipt, you can obtain a replacement under the "Reprint Registration Receipt" section located on the GAPS Georgia Home page.

Step 4: Go to the GAPS location as scheduled to be fingerprinted.

- On the date of your fingerprinting, be sure to call ahead to the GAPS location you plan to visit to confirm their business hours, the hours they do fingerprinting, and that a trained individual is going to be available.
- Be sure to review the FAQ section on the GAPS Georgia Home page for information regarding what forms of identity are required for you to be fingerprinted.