# Recertification Checklist for Program, Clinic, School and Center

**Step 1 – ALL applicants:**

- ☐ All applicants-including partners and corporate officers-must sign the Statement of Completion at the bottom of this page and include it with the application.
- ☐ Section 1 should be completed only once for each program application.
- ☐ All applicants-including partners and corporate officers-must complete Sections 2 and 3 of the application. You may photocopy these sections accordingly.
- ☐ All applicants-including 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. *Driver training school owners are not required to submit MVR's.*
- ☐ 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 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. Refer to the attached fingerprint instructions (RC-GAPS-999) for more information. All applicants must use the Georgia Applicant Processing System (GAPS). *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, USA)

**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 Testing 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 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 East View Parkway**
**Conyers, Georgia 30013**

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

DDS
Georgia Department of Driver Services

# *IMPORTANT NOTICE*

## *Please be mindful that the most commonly omitted items from the Program/ School/ Clinic/ Provider Recertification Application are:*

**DUI**

- ☐ Notarized Consent for Background Investigation Form (Form # RC-900)
- ☐ Georgia Applicant Processing System (GAPS), the fingerprint-based background check
- ☐ Surety Bond Continuation or Verification Form
- ☐ List of Instructors and Directors associated with the program

**Driver Training**

- ☐ Surety Bond Continuation or Verification Form
- ☐ Current Certificate of Liability Insurance with vehicle information listed (only if offering Behind the Wheel Training)
- ☐ Completed application for each owner/corporate officer
- ☐ Notarized Consent for Background Investigation Form for each owner/corporate officer (Form # RC-900)
- ☐ Georgia Applicant Processing System (GAPS), the fingerprint-based background check for each owner/corporate officer
- ☐ Current Letter from the Board of Education appointing a Director (for Public High Schools only)
- ☐ List of Instructors and vehicles associated with the school

**Driver Improvement**

- ☐ Notarized Consent for Background Investigation Form (Form # RC-900)
- ☐ Surety Bond Continuation or Verification Form
- ☐ Georgia Applicant Processing System (GAPS), the fingerprint-based background check
- ☐ Current Curriculum Provider's Clinic Certification, specific to each certified clinic
- ☐ List of Instructors associated with the clinic

**Ignition Interlock**

- ☐ Surety Bond Continuation or Verification Form
- ☐ Current Certificate of Liability Insurance
- ☐ Current Manufacturer's Agreement signed by both parties
- ☐ Completed application for each owner/corporate officer
- ☐ Notarized Consent for Background Investigation Form for each owner/corporate officer (Form # RC-900)
- ☐ Georgia Applicant Processing System (GAPS), the fingerprint-based background check for each owner/corporate officer

**NOTE: Incomplete applications or applications lacking the necessary paperwork will result in your application not being processed or create a delay in processing time.**

DDS
Georgia Department of Driver Services

# Program, Clinic, School, or Provider Center Recertification Application

## SECTION 1: Program/Clinic/School/Provider Center Information

☐ **DUI Program** ☐ **Driver Improvement Clinic** ☐ **Driver Training School** ☐ **Ignition Interlock Center** ☐ **Third Party**

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 Email Address ☐ **Same as above**

☐ **I would prefer all correspondence be mailed to the mailing address above.**
**Unless the box is checked, all correspondence will be emailed to the email address provided.**

**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 | | Social Security # |
| 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 that 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

**2.5.1** If you answered "No" to question 2.5, can you provide proof of lawful status to be in the United States? Acceptable proof of citizenship or lawful status is required and must be submitted with the application.
☐ Yes ☐ No

## 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 East View Parkway, Conyers, GA 30013
# CONSENT FOR BACKGROUND INVESTIGATION

| OFFICE USE ONLY<br>FILE NUMBER:<br><br>OFFICE USE ONLY | OFFICE USE ONLY<br>DATE APPLICATION RECEIVED: | OFFICE USE ONLY<br>BACKGROUND<br>☐ DRIVER'S HIST<br>P F<br>☐ CRIMINAL HIST<br>P F | OFFICE USE ONLY |
|---|---|---|---|

| APPLICANT TYPE: (OFFICE USE ONLY) | | | |
|---|---|---|---|
| ☐ DUI Risk Reduction | ☐ Owner | ☐ Director | ☐ Instructor |
| ☐ Driver Improvement | ☐ Owner | ☐ Instructor | |
| ☐ Driver Training | ☐ Owner | ☐ Instructor | |
| ☐ Third Party | ☐ Tester | ☐ Examiner | |
| ☐ Ignition Interlock | ☐ Owner/Operator | | |
| ☐ For-hire License Endorsement | | | |
| ☐ Commercial Veh. Training School | ☐ Owner | ☐ Instructor | |
| ☐ Motorcycle Safety | ☐ Coach | | |

| Last Name | First Name | Middle | Date of Birth (MM/DD/YYYY)<br>/ / |
|---|---|---|---|
| Driver's License Number (Include ALL zeros) | Issue date (Exam date) | State | Social Security Number |
| Current Street Address | | City and State | Zip Code |
| Do you hold any other driver's license(s)?<br>Yes No | If so, list state(s) and license number(s) | | Phone Number |
| Company | | | 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? ☐ Yes ☐ No

Have you ever 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? ☐ Yes ☐ No

Have you ever 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? ☐ Yes ☐ No

Do you have a charge(s) or a court hearing pending, or are you under indictment or accusation for any crime? ☐ Yes ☐ No

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

**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.**

Signature Date

**THIS CONSENT FORM MUST BE NOTARIZED**

Subscribed to and sworn before me:

SEAL OR STAMP

Notary Signature Date

My commission expires:

## 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 utilize the Georgia Applicant Processing System (GAPS) to satisfy the statutorily required national and state fingerprint-based criminal history check. ***Fingerprint results obtained from any source other than the approved GAPS process will not be accepted.***

*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 License Endorsement*
*Commercial Vehicle Driver Training School Owner/Instructor/Tester/Examiner*
*Motorcycle Safety Coach*

***NOTE: 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 the following 6 month period. Please indicate on your application the date you were previously fingerprinted.***

GAPS consists of numerous locations throughout the State of Georgia that have been authorized by the NCIC, the GCIC and Cogent 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.

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 GAPS processes, policies, fees, and print locations may be found at www.ga.cogentid.com.

**IMPORTANT: By the time you submit your application you should already have your fingerprints done through GAPS. You will not receive notification from DDS to proceed with your fingerprinting.**

## FINGERPRINT INSTRUCTIONS

### *Step 1: Select the GAPS location of your choice.*

- Go to the following website: http://www.ga.cogentid.com/index.htm
- Click on the "Find A Fingerprint Location" option.
- All authorized GAPS locations are depicted on an interactive map of Georgia. You may mouse over and click on any of the locations 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 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, Third Party, and Motorcycle Safety Coaches should use the DT reason codes). Complete the web form with your personal data and payment information. Payment is 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 "Cogent Systems" and should be taken to the GAPS location.
- Fees for all the DDS regulated programs are $51.00. A link for the fees can be found under the "Fees" section on the GAPS website below:

  http://www.ga.cogentid.com/index.htm
- *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 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 Home page for information regarding what forms of identity are required when you are fingerprinted.

# DRIVER TRAINING THIRD PARTY TESTER and EXAMINER AGREEMENT

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)
the purpose of this Agreement is _____, (hereinafter
(Examiner's 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 East View 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 skills tests in accordance with applicable state law;

**WHEREAS, the Department has authorized the Third Party Driver Training School to conduct road skills tests on its behalf and the Third Party Examiner and the Third Party Tester desires 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. **Approved Testing Program:** The road skills tests required by the Department that shall be administered by a driver training school authorized as a Third Party Tester in compliance with the Georgia Examiner's Manual for Class C and Class D Driver's License tests as that manual currently exists or as it may be modified in the future.

b. **Examiner Identification Card:** A card issued to a driver training school employee designated by the school as an examiner by the Department authorizing him or her to conduct the road skills test required for a Class C or Class D Driver's License.

c. **License:** The license or certification issued to a driver training school, Third Party Examiner or Third Party Tester authorizing them to participate in third party testing.

d. **Monitor:** A Department employee responsible for conducting random examinations, inspections, and audits of Driver Training Third Party Testers and Examiners for compliance with state laws and regulations.

e. **Third Party Tester:** A driver training school engaged in conducting road skills testing for Class C and Class D license applicants on behalf of the Department.

f. **Third Party Examiner:** An individual employed by a driver training school 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. Comply with all state and local laws, regulations, and Department as well as Driver Training Program rules.

c. 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.

d. Maintain at the approved testing location a record of the Third Party Examiner in the employ of the Third Party Tester who has administered 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.

e. 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.

f. 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.

g. Provide documentation on a form prescribed by the Department, of each driver who successfully completes 30 hours of classroom and six (6) hours of behind-the-wheel instruction and who takes and passes the required road skills test(s).

h. Designate an employee responsible for the administration of the Third Party Testing program.

i. 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 and approved by the Program Manager and/or Monitor. The DDS Program Manager and/or Monitor must approve all scheduling exceptions.

*Third Party Participant has read and understands the requirements listed on this page of the Agreement* _____

j. Submit to the Department, in the prescribed format, a Weekly Skills Test Roster of road skills tests administered (pass or fail). Ensure that all skills tests scheduled by the Third Party Examiner are reported on this roster. The weekly skills test roster must be submitted to the Department within seven (7) days of completed tests each week. The notification roster may be substituted as the weekly skills test roster with (pass or fail) results.

l. The Third Party Tester agrees to furnish, upon request, appropriate vehicles as necessary for training and for retesting of students by the monitor.

m. The Third Party Tester acknowledges that students administered a road skills test have successfully completed thirty (30) hours of classroom instruction and six (6) hours of actual behind the wheel instruction.

n. The Third Party Tester must have computer with internet access to submit the weekly notification form by Friday of the week prior to testing, or as prescribed by the Department.

o. The school is responsible for determining the eligibility of the student for testing.

p. 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.

q. 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.

## 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 identification card will be issued to each Third Party Examiner employed or hired by the Third Party Tester. The Third Party Examiner's card shall be valid for no more than a period of four (4) years, is non-transferable 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

Skills tests may only be conducted:

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

*Third Party Participant has read and understands 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.

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

a. Not test relatives (by blood or marriage).

b. Conduct the skills test in the following order: (1) Basic Control Skills and (2) On the road driving test. If the driver fails the basic control 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 Class C and Class D road skills tests with at least 45 minute intervals not to exceed eight (8) tests per day.

g. Conduct all road skills test in English only.

h. Conduct road skills tests only for students who were enrolled in and successfully completed a 30/6 driver training course administered by the driver training school certified as a Third Party Tester.

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.

## 5. FEES

The Third Party Tester may charge a testing fee to students who have successfully completed the required 30/6 driver training course. Schools may incorporate such fee into the 30/6 driver training program course.

*Third Party Participant has read and understands 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 skills test program by any of the following:

- The administration of skills tests by Department employees to a sample of drivers who have been issued skills test(s) certificates by the Third Party Examiner, utilizing the Third Party Tester's approved 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 Program 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 skills tests as required by state law. Such coverage shall insure the Third Party Tester, the Third Party Examiner, and the driver taking the 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 Participant has read and understands 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 in the application;

b. The Third Party Tester or Third Party 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 Third Party Examiner has committed any act that, in the judgment of the Department, compromises the integrity of the Third Party Tester 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 neitherthe Third Party Tester nor the Third Party Examiner have a property interest in the continued operation of the Third Party Tester 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 Tester 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 Participant has read and understands 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. Upon timely receipt of the request, the Department shall schedule a hearing before a designated hearing officer of the Department. 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. GRANT-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 Participant has read and understands 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: _____ DATE: _____
(Signature of DDS Representative)

NAME: Spencer R. Moore

TITLE: Deputy Commissioner, Georgia Department of Driver Services

**THIRD PARTY TESTER (*Owner of Driver Training School*)**

BY: _____
(Signature of Tester)

NAME: _____
(Print)

TITLE: _____
(Print)

**THIRD PARTY EXAMINER (*Driver Training Instructor*)**

BY: _____
(Signature of Examiner)

NAME: _____
(Print)

TITLE: _____
(Print)