

Texas Class C Non-Commercial Driver License Third-Party Skills Testing Provider Agreement

Section 1. Parties

This Agreement is made between the Department of Public Safety of the State of Texas (DPS) and the Class C Driver License Authorized Organization (AO). This Agreement authorizes the named AO to administer the driving portion of the non-commercial driver license skills tests to all applicants on behalf of the State of Texas. This Agreement permits the AO to administer non-commercial driver license skills tests as specified in this Agreement.

Section 2. Purpose

The purpose of this Agreement is to permit specific AOs to administer the driving portion of the Texas Class C non-commercial driver license skills test (skills test) to all applicants under the TPST Program authorized under Texas Transp. Code § 521.165.

Section 3. Definitions

- 3.1 Activity Report. The monthly report is required by the 10th day of each month. The DPS will provide a template to each AO to use when submitting its information. The report must include the following information:
- a) Examiner's Name.
 - b) Examiner's Number.
 - c) Number of Tests Passed.
 - d) Number of Tests Failed.
- 3.2 Authorized Organization (AO). A driver education school described by Texas Transportation Code § 521.1655, certain employers, government agencies, and other appropriate organizations entered into this Agreement with DPS. The AO will have held and continue to maintain a valid driver education school license issued by the Texas Department of Licensing and Regulation (TDLR) or an appropriate licensing agency for at least one year.
- 3.3 Certification. An official document issued by the Department of Public Safety to an AO and AO Employees authorizing the capability of completing skills testing and self-guided Impact Texas Driver (ITD) curriculum.
- a) "Impact Texas Teen Driver" ("ITTD"), a sub-set of the ITD program, is a two-hour self-guided web-based video presentation focused on distracted driving; geared toward new and teen drivers aged 15 to 17.
 - b) "Impact Texas Young Drivers" ("ITYD"), a sub-set of the ITD program, is a one-hour self-guided web-based video presentation focused on distracted driving; geared toward young drivers aged 18 to 24.
 - c) "Impact Texas Adult Drivers" ("ITAD"), a sub-set of the ITD program, is a one-hour self-guided web-based video presentation focused on distracted driving; geared toward adult drivers aged 25 and older.

- d) Each Applicant must complete the appropriate ITD course, or its equivalent as directed by DPS, and receive a certificate of completion before the AO may conduct a skills test for the Applicant under the TPST Program. Additional testing requirements are detailed in the Procedure Manual and identified in the AO responsibilities for testing.
- 3.4 Confidential Information. Information that is proprietary, privileged, confidential, covert law enforcement, or in any other way non-public information.
- 3.5 Examiner. An individual certified by DPS to conduct a skills test. An Examiner must comply with each of the following requirements:
- a) Have held for at least one year and continue to maintain a valid driver education instructor license issued by TDLR or appropriate licensing agency; will not be currently employed with DPS. Former DPS employees separated from DPS less than 12 months will only be required to take a refresher course rather than the entire course. If separated more than 12 months, former DPS employees must complete all training requirements for Examiners. If eligible for a refresher course, the former DPS employee may choose to complete all training requirements.
 - b) Maintain a valid, unexpired Texas driver license.
 - c) Have not been convicted of any felony, criminally negligent homicide, driving while intoxicated or driving under the influence offense within the past seven years.
 - d) Does not currently, or within the immediate past three years, have three or more convictions from moving violations assigned to his or her Texas driver license.

Section 4. General Provisions

- 4.1 DPS implemented the TPST Program to allow specific AOs to administer the skills test to:
- a) Applicants under 18 years of age or recipients of a Texas Teen Driver Education Certificate who have completed the appropriate Impact Texas Drivers (ITD) course.
 - b) Applicants 18 to 24 years of age who have completed an Adult Driver Education Certificate and have completed the appropriate ITD course.
 - c) Applicants who are 25 years of age or older who have completed the appropriate ITD course.
- 4.2 DPS will provide a Procedure Manual for the TPST Program that outlines all procedures dealing with the TPST Program.

Section 5. Responsibilities of the Parties

5.1 DPS Responsibilities

5.1.1 Administration

- a) DPS will notify the AO of any change in the Procedure Manual for the

TPST Program and any other policies, procedures, rules, regulations, laws, and manuals related to this Agreement.

- b) DPS will conduct audits of the AO as prescribed in the TPST Program Procedure Manual or as otherwise described in this Agreement.

5.1.2 DPS Examiner Certification

- a) DPS will provide a two-phase program to prepare and certify Examiner candidates to administer the skills tests according to current DPS standards. The certification process may be found in the TPST Program Procedure Manual.

5.1.3 Manuals and Other Materials

DPS will provide all necessary manuals, procedures, policies, forms, and other materials, along with any updates, to the AO in a format prescribed by DPS including, the following:

- a) The skills test criteria and methods.
- b) The skills test site and driving route requirements.
- c) Certification standards for the AO and its Examiners.
- d) Recordkeeping requirements, reporting formats, and inspection criteria for the AO.
- e) DPS business practices and policies related to the TPST Program and the TPST Program Procedure Manual.
- f) Other matters pertaining to this Agreement.

5.1.4 ITD Program

- a) DPS will provide to the public, through a web portal access, the ITD program as a self-guided interactive program on distracted driving.
- b) DPS has generated a unique logo for the ITD program. Use of the content without the logos, including the DPS seal, is prohibited. The logos or the DPS seal will not be changed in any way or used to promote a business as a subsidiary of DPS. DPS must approve the use of the DPS seal or ITD logos in writing before usage. Please see <https://www.dps.texas.gov/GeneralCounsel/InsigReq.htm>

5.2 AO Responsibilities

5.2.1 Business Practices

The AO must comply with all requirements and standards identified in this Agreement and as otherwise required by DPS. The AO must comply with all rules of DPS related to driver testing and driver training schools, including rules identified in Title 16, Texas Administrative Code, Chapter 84.

5.2.2 Advertising

The AO may indicate that it has been “authorized” or “designated” by DPS to administer the skills test or present ITD, but the AO will not in any way lead the public to believe that the AO:

- a) Is DPS, a state agency, or a governmental entity.
- b) Has been endorsed by DPS, a state agency, or a governmental entity.

- c) May influence DPS in the issuance of a driver license.
- d) May issue a driver license.
- e) Receives preferential treatment from DPS.

5.2.3 Disclosures

The AO that operates a driver education school must immediately disclose to the public and its applicants that:

- a) The skills test is not a part of the driver education curriculum.
- b) Applicants may take the skills test at a driver license office or with any other AO.

5.2.4 Skills Test Score Sheets (DPS Supplemental Examination Form)

The AO must maintain strict control of the skills test score sheets for storage and recordkeeping as defined within the TPST Program Procedure Manual.

5.2.5 Required Documentation from Applicants

The AO must collect or confirm the following items from applicants before the AO may conduct the skills test:

- a) Teen Driver Education Course Applicants, 16 to 24 years of age:
 - 1) ITTD Completion Certificate completed within 90 days prior to skills test.
 - 2) DE-964 or PTDE-964 showing completion of Teen Driver Education course.
 - 3) Teen drivers under 16 must not be administered the Skills Test and apply for a Hardship License through DPS.
 - 4) Texas Class C learner license with “B” restriction or temporary permit Class C with “B” restriction. This permit is proof of completion of the Road Rules and Signs test with DPS or driver education school.
- b) Adult Driver Education Course Applicants, 18 to 24 years of age:
 - 1) ITYD or ITTD completion certificate completed within 90 days before the skills test.
 - 2) ADE-1317 showing proof of completion of Adult 6-hour course.
 - 3) Texas Class C driver license with “B” restriction or temporary permit Class C with “B” restriction. This permit is proof of completion of the Road Rules and Signs test with DPS.
- c) Adults 25 years of age and older:
 - 1) ITYD or ITTD completion certificate until ITAD becomes available, completed within 90 days before the skills test.
 - 2) Texas Class C driver license with “B” restriction or temporary permit Class C with “B” restriction.
- d) Proof of identity, which must include one of the following:

- 1) A valid Texas learner license.
- 2) A valid Texas driver license with a “B” restriction.
- 3) The driver license temporary receipt with the photograph issued by DPS.

5.2.6 Manuals and Other Materials

- a) The AO must comply with the procedures, requirements, and standards prescribed in the TPST Program Procedure Manual and any other materials provided by DPS, such as policies, procedures, rules, regulations, laws, and manuals related to this Agreement. Any deviation from those procedures, requirements, and standards is a breach of this Agreement. The AO must have the correct forms and supply its Examiners with those forms, procedures, requirements, standards, materials, policies, procedures, rules, regulations, laws, and manuals related to this Agreement.
- b) DPS Property. Examiner manuals, the skills test certificates, and the skills test scoring forms are DPS property. The AO must immediately return all DPS property upon the termination of this Agreement.

5.2.7 Notification Requirements

The AO must notify DPS in writing within five business days of the following circumstances.

- a) Change or proposed change in the AO name, address, designated representative, ownership, previously approved skills test site, off-road basic control skills course or driving routes, which DPS must approve in writing before implementation.
- b) Change in the employment of a certified Examiner or authorized Designated Representative of the AO.
- c) Change in the availability of the skills test services offered by the AO;
- d) If the AO has stopped performing the skills tests.
- e) If the AO has received notice of a formal complaint filed with TDLR.
- f) Any accident reportable under state law that occurred during the administration of a skills test.
- g) Any change in an Examiner’s name or address.
- h) Any change in an Examiner’s driver license status.
- i) Any change in medical condition, driving record, or criminal record that may disqualify the AO’s Examiner(s) from meeting standards prescribed by DPS.
- j) Commencement of any legal action filed against the AO, its officers, an owner, or any Examiner, which may affect the operation of the AO concerning this Agreement. The notification must include a file-marked copy of the petition or complaint filed with the court.

5.2.8 Reports

The AO must maintain accurate and complete monthly activity reports as required by DPS. These reports must be submitted to DPS by the 10th of each month and include all required information. Failure to report timely may result in remedial action by DPS.

5.3 Third-Party Testing Oversight

- 5.3.1 Inspections and audits will include, at a minimum, an examination of:
 - 5.3.1.1 records relating to the third-party skills testing program.
 - 5.3.1.2 evidence of compliance with DPS and state regulations.
 - 5.3.1.3 skills testing procedures, practices, and operations.
 - 5.3.1.4 vehicles used for testing.
 - 5.3.1.5 qualifications of third-party Examiners.
 - 5.3.1.6 a testing program by testing a sample of drivers.
- 5.3.2 Allow representatives from DPS, a state auditor, or DPS approved auditor to conduct both announced and unannounced audits without prior notice, including co-scoring along with the Examiner during skills testing to compare pass/fail results.
- 5.3.3 Upon request by DPS, a state auditor or DPS-approved auditor, provide copies of any applicable records required to be maintained. All records, documents, reports, and files required under this program must be kept in the State of Texas at a designated location identified in the AO's third-party application, as well as in the Designated Responsible Person's file, and available during regular working hours.
- 5.3.4 Upon request, provide representatives of DPS, a state auditor, or DPS approved auditor with copies of all records required to be maintained in reference to this program.
- 5.3.5 These records must be maintained for the life of the MOU and three years after the MOU ends at the licensed location where the testing took place and must include:
 - 5.3.5.1 The name and address of each AO Employee certified by DPS or AO.
 - 5.3.5.2 The name and address of each Applicant or student that was administered a Class C skills test.
- 5.3.6 Allow representatives from DPS, a state auditor, or DPS-approved auditor to conduct Instant Random Sampling, Random Sampling, or retest any Applicant administered a Class C skills test by its Examiners.
- 5.3.7 Allow representatives from DPS, a state auditor, or DPS-approved auditor to observe any portions of an Applicant's Class C skills test (including those portions occurring inside vehicles) being administered by its Examiners.

Section 6. Certification Requirements for the AO, Examiners, and Designated Representatives

- 6.1 DPS will issue a written certification to the AO to participate in the TPST Program and

conduct skills tests upon completion and verification of each of the following:

- a) Full execution by both Parties of this Agreement.
- b) Verification that the AO has held a driver education school license for at least one year, continues to maintain a valid license, and is in good standing with TDLR or appropriate licensing agency.
- c) DPS approval of the AO's skills test site(s), an off-road basic control skills course and driving routes.
- d) Review of the AO's recordkeeping process.

6.2 DPS will issue a written certification to the AO's Examiner(s) to conduct the skills test upon completion and verification of each of the following:

- a) Successful completion of the DPS Examiner Certification.
- b) Verification of the Examiner's current driver education instructor license issued by TDLR, which has been current and valid for at least one year.
- c) Verification of the Examiner's valid, unexpired Texas driver license.
- d) Verification that the Examiner has not been convicted of any felony, criminally negligent homicide, driving while intoxicated, or driving under the influence offense within the past seven years.
- e) Verification that the Examiner does not currently, or within the immediate past three years, have three or more convictions from moving violations assigned to his or her Texas driver license.
- f) Verification of current employment with the AO.

6.4 The AO must maintain all applicable DPS certifications to permit the administration of the skills test. All relevant certificates must be visibly displayed to the public at the location that the AO is providing the services for the TPST Program. The initial certification is for three years and will be renewed every two years if the AO remains in good standing and signs a new Agreement.

6.5 DPS may immediately revoke the AO or Examiner certification upon the AO or Examiner's failure to maintain compliance with any of the requirements identified in this section or failure to comply with any other provision of this Agreement, the Procedure Manual for the TPST Program, and any other policies, procedures, rules, regulations, laws, and manuals related to this Agreement.

Section 7. Skills Tests

7.1 Skills Test Sites

A skills test site includes the area required to complete the off-road basic control skills and a primary and alternate driving route. The AO must obtain prior written approval of each skills test site and associated driving routes from DPS before conducting the skills test. The requirements for the layout may be found in both the TPST Program Procedure and Training Manuals.

7.2 Test Administration

The AO must administer the skills test strictly according to the methods and criteria detailed in the Procedure Manual for the TPST Program, policies, procedures, rules, regulations, manuals, laws, and this Agreement.

7.3 The AO must administer the skills tests as follows:

- a) On driving routes previously approved by DPS.
- b) Using a class C vehicle that has passed the vehicle safety assessment and has a current vehicle registration and liability insurance that meets or exceeds minimum standards.
- c) Using the DPS-approved content, forms, and scoring procedures.

7.4 The Examiner must complete one skills test before beginning a subsequent skills test. An Examiner may not start another skills test until the prior Applicant passes all components of the skills test or fails the test.

7.5 No additional individuals may accompany the Examiner and Applicant during the skills test except as required for audit or certification purposes or otherwise required by law.

7.6 The Examiner must occupy the front passenger seat while administering the skills test.

7.7 The Examiner will not administer the Skills Examination to:

- a) An applicant for a Minor's Restricted Driver License application as defined by Title 37, Texas Administrative Code, § 15.28, commonly known as a "hardship" license.
- b) A member of their family or close relative. This includes spouses; those individuals related by blood, adoption, or marriage who live in the same household; siblings (whole, half-blooded, adopted, or step); and parent-child relationships by blood, adoption, or marriage (step or marriage in-law).

Section 8. Penalties and Appeals

8.1 DPS reserves the right to take prompt and appropriate remedial action against an AO if the AO or Examiner fails to comply with state or federal standards for the Class C testing program or any other terms of this Agreement. This includes any serious violation, which demonstrates an Examiner or AO is a risk to the public, DPS personnel, or the driver, including failing to maintain a professional relationship with students at all times.

8.2 The falsification of any required records, applications, or forms by an AO, Designated Responsible Person, or Examiner can result in the suspension, or revocation, of their Third-Party Testing certification. Depending upon the egregiousness or severity of the violation, it can result in the AO's expulsion from the program. Such falsification may also result in criminal prosecution according to Texas Penal Code § 37.10.

8.3 Failure to comply with all Third-Party Tester Program requirements can result in the suspension or revocation of the AO, Designated Responsible Person, or Examiners certification.

Section 9. Overall Applicant Completion

The AO must provide all required documents to each Applicant in a manner prescribed by DPS. The AO must notify the Applicant of all documents that DPS will require the Applicant

to have upon arrival at a DPS Driver License Office or through the Texas.gov portal. The required documents and handling procedures are further outlined in the TPST Program Procedure Manual.

Section 10. General Terms

10.1 Term of Contract, Termination, and Amendments

This Agreement automatically terminates four years after the date it is signed and approved by DPS. In addition to other remedies, DPS may immediately terminate an Agreement if the AO fails to comply with the terms of this agreement or applicable laws, rules, or regulations. DPS has the sole authority to amend this Agreement if necessary and will not accept proposed changes to its wording.

10.2 Confidentiality

10.2.1 Ownership and use of Confidential Information. DPS may share Confidential Information with the AO (or its affiliates, employees, subcontractors, or other agents). If sharing Confidential Information, DPS owns or has third-party permission to do so, and it is given solely in connection with any duties obligated under this Agreement.

10.2.2 Overall non-disclosure and protection. AO must keep Confidential Information shared under this Agreement confidential and may not reproduce it or share it except according to the terms of this Agreement. AO must protect it in accordance with the security policies and processes in which it would protect its Confidential Information, which should be no less than a reasonable level of care. AO may not store Confidential Information outside of the United States.

10.2.3 Destruction. AO must destroy all Confidential Information: (1) upon the termination of the Agreement; (2) when the duties necessitating the sharing are completed; or (3) DPS requests AO to do so at any time. AO must email notice of destruction to the program coordinator within three days of any of the above.

10.2.4 Limited disclosure. AO may only disclose Confidential Information to its affiliates, employees, subcontractors, or agents whose services are required in furtherance of AO's duties under this Agreement. AO guarantees that it will require its affiliates, employees, subcontractors, or agents to comply with this Agreement.

10.2.5 Remedies and notice for unauthorized disclosure. AO and its affiliates, employees, subcontractors, or agents may be subject to criminal, civil, or administrative remedies if AO or one of its affiliates, employees, subcontractors, or agents discloses or uses Confidential Information in an unauthorized manner or in violation of this Agreement. If Confidential Information is disclosed or used in an unauthorized way or in violation of this Agreement, the AO must notify DPS within four hours and email a detailed written description of the event.

10.3 Severability

The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, including a dispute over possibly

ambiguous language, they would want the court to interpret this Agreement as follows:

10.3.1 With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision.

10.3.2 If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Agreement will remain in effect as written.

10.3.3 By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

10.3.4 If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement by holding the entire Agreement unenforceable.

10.4 Program Coordinators

The parties' program coordinators are responsible for all communications and contacts required to manage this Agreement. Each party will notify the others of any changes within ten business days.

DPS	TPST
DPS Driver License Division Attn: Issuance Services – Third Party Skills Testing Program PO Box 149008 Austin, Texas 78714-9008 Email: TPSTprogram@dps.texas.gov Fax: 512-424-2593	Name: Title: Email: Phone: Fax: TEA School License #:

The undersigned signatories have full authority to enter into this Agreement on behalf of the respective parties.

ENTITY

**DEPARTMENT OF PUBLIC SAFETY
OF THE STATE OF TEXAS**

Signatory Name
Title

Signatory Name
Title

Date

Date