

**Agreement Summary
Driver Education Licensing Assistance Program
For A Florida Driver Education Administrator**

In accordance with Section 322.56, Florida Statutes, the Department of Highway Safety and Motor Vehicles authorizes the Driver Education Administrator named below to conduct driver license exams as described in this agreement.

Driver Education Administrator:

Name of Organization

Contract # _____ Effective Date _____ Private Government

Responsible Business or Agency Official (print name and title)

Florida Business or Agency Address:

Mailing Address Street or P.O. Box

City State Zip Code

Location Address if different from mailing address

City State Zip Code

Authorizations for Driver License Examination Services:

Standard Vehicle Licensing Exams (all applicants)

Class E Knowledge Class E Driving Skills

Exam Sites:

School _____ Site # _____
School _____ Site # _____
School _____ Site # _____
School _____ Site # _____
School _____ Site # _____
School _____ Site # _____
School _____ Site # _____

(Continuation of Exam Site Listing)

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

AGREEMENT

Between the

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

and

THIS AGREEMENT is between the

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR

VEHICLES, DIVISION OF MOTORIST SERVICES,

(hereinafter the "Department")

AND

(hereinafter the "Driver Education Administrator")

This Agreement authorizes the named Driver Education Administrator to conduct driver license examinations on behalf of the Department.

NOW THEREFORE, the Department and the Driver Education Administrator, in consideration of the duties and responsibilities set forth herein, mutually agree as follows:

SECTION I. DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the meaning indicated:

1. Applicant – An individual who applies for an original non-commercial Florida Driver License (Learner's or Class E), and who will therefore be required to pass the applicable Class E Knowledge and/or Driving Skills Exams. Applicants must be students attending a secondary education program and enrolled in a driver education class. Students between the ages of 15 and 18 years old must also meet the relevant school attendance requirements as stated in Section 322.091, Florida Statutes.
2. Certificate – A document issued to a Driver Education Administrator verifying that the Administrator is authorized to conduct an approved driver education examination program on behalf of the Department.
3. Class E Driver License – In Florida's classified licensing system, the non-commercial license type required to drive standard passenger vehicles and light trucks not requiring a Class D or higher license class, in accordance with Section 322.54, Florida Statutes (formerly known as an operator's license).
4. DELAP – Driver Education License Assistance Program.
5. Department – The Florida Department of Highway Safety and Motor Vehicles, Division of Motorist Services.

6. Drivers' Privacy Protection Act (DPPA) – 18 United States Code section 2721 et seq.
7. Driver Education Administrator – A third-party administrator as referenced in Section 322.56, Florida Statutes, and the governing authority responsible for a public or private secondary school, certified by the Department as authorized to conduct an approved DELAP examination program and issue proof of completion on behalf of the Division of Motorist Services to driver license Applicants in accordance with the requirements described herein. A private school or government entity, defined as a Driver Education Administrator, must be authorized by the Department and accept responsibility for the performance of all of its subdivisions conducting driver education examination services under this Agreement.
8. Driver Education Specialist – An individual who is an employee of a Driver Education Administrator and who is certified to conduct driver license examination services in accordance with the terms of this Agreement.
9. Driver License Examiner – An individual who is employed by the Department in accordance with Section 322.13, Florida Statutes, and is trained to conduct driver license knowledge and skill examination.
10. Employee – an individual who annually receives from a Driver Education Administrator an Internal Revenue Service Form W– 2 or an independent contractor who has a written contract with a Driver Education Administrator and annually receives an Internal Revenue Service Form 1099.
11. Program – The driver education program comprised of the organizations, activities, and administrative functions that provide for approved driver license examination services by parties other than the Department under the terms of this Agreement.
12. Exam Site – Any of the physical locations at which the Driver Education Administrator is authorized to conduct driver license examination services, as designated in an Appendix to this agreement.
13. Exam Site Number – A number assigned to the physical address of each exam site at which the Driver Education Administrator is authorized to conduct driver license exams.

SECTION II. APPLICATION AND ELIGIBILITY

The provisions of this Section apply to all Driver Education Administrators that are not entities of state or local government or local school districts.

1. Commercial Automobile Liability – The Driver Education Administrator shall take out and maintain Commercial Automobile Liability insurance on all vehicles owned by the Driver Education Administrator and used for examination of applicants. This insurance shall include Hired and Non-owned Liability for all claims which may arise from all operations under this agreement or whether such operations are by the Driver Education Administrator or the Driver Education Administrator's agents, Driver Education Specialists, other employees, or applicants using the vehicle at the time of administering an exam.

Minimum Limits of Liability: \$1,000,000.00 Automobile Liability
Combined Single Limits to include
 PIP/PDL/BIL

\$750,000.00 Hired & Non-owned Liability

2. Other Vehicles – If the Driver Education Administrator uses an applicant’s vehicle for conducting the road exam, it must ensure that such applicant’s vehicle is in compliance with the Motor Vehicle No-Fault Law, and has the required coverage of \$10,000.00 for Personal Injury Protection, in addition to \$10,000.00 Property Damage Liability coverage, prior to conducting the Class E Driving Skills Exam.
3. Commercial General Liability – The Driver Education Administrator shall take out and maintain Commercial General Liability insurance for the entire length of this agreement. This insurance will provide coverage for all claims that may arise from the operations completed under this agreement, whether such operations are by the Driver Education Administrator or the Driver Education Administrator’s agents, Driver Education Specialists, or other employees. Such insurance shall include a Hold Harmless agreement in favor of the State of Florida, Department of Highway Safety and Motor Vehicles and must include the State of Florida as an Additional Named Insured for the entire length of the agreement.

Minimum Limits of Liability: \$1,000,000.00 each occurrence
\$2,000,000.00 Aggregate

4. Hold Harmless Endorsement – The Driver Education Administrator shall indemnify and hold harmless the State of Florida, Department of Highway Safety and Motor Vehicles, and Department employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the Driver Education Administrator or the Driver Education Administrator’s agents, Driver Education Specialists, or other employees in the execution of the work or in consequence of any negligence or carelessness in guarding the same.
5. Workers’ Compensation – The Driver Education Administrator shall take out and maintain during the life of this agreement, Workers’ Compensation Insurance for all of its employees working in connection with this agreement.

Minimum Employers Liability Limits: \$100,000.00 each accident
\$500,000.00 policy limit
\$100,000.00 each employee

6. Pursuant to Chapter 624 and 626, Florida Statutes, all insurance shall be purchased and countersigned by a Florida Resident Insurance Agent.
7. For the application of a Driver Education Administrator to be considered and continuously maintained, the insurance coverages must be provided by an insurance company holding a current Certificate of Authority issued by the Florida Office of Insurance Regulation. Additionally, the insurance company providing coverage specifically for the surety bonds must have complied with the law and regulations of the U.S. Department of the Treasury and therefore must be included on the most current list of authorized companies.
8. For the application of a Driver Education Administrator to be considered and continuously maintained, a certificate of insurance shall be provided to the Department prior to selection for review or verification by the Florida Office of Insurance Regulation.

9. Insurance coverage required under this Section shall include a loss payable clause in favor of the Department, naming the Department as a co-insured, as it is or may be a beneficiary of the insurance coverage.

SECTION III. PROFESSIONAL CONDUCT

1. Prohibited Hiring Practices – The Driver Education Administrator will not engage the services of any current employee of the Department or of a county tax collector serving as a licensing agent of the Department, as a Driver Education Specialist, agent or employee.
2. Applicant Assistance – The Driver Education Administrator will not permit any Driver Education Specialist, employee, or agent of the Driver Education Administrator to assist any driver license Applicant in a manner that provides unfair advantage in passing the knowledge and/or skills exams covered under this Agreement.
3. Conduct Unbecoming A Public Employee – The Driver Education Administrator will refrain from all conduct, whether on or off the job, that discredits the Department, or which adversely affects the Department’s ability to carry out its assigned mission.
4. Solicitation – The Driver Education Administrator will not permit any Driver Education Specialist, employee or agent of the Driver Education Administrator to solicit any individual on any premises rented, leased or owned by the Department or tax collector.
5. Guarantees – No advertising by the Driver Education Administrator shall state or imply in any way that the Specialist or anyone on the Specialist’s behalf can for any Applicant:
 - a. issue or guarantee issuance of a driver license;
 - b. influence the Department in the issuance of a driver license; or
 - c. obtain preferential or advantageous treatment from the Department.
6. Endorsements – The Driver Education Administrator must refrain from indicating that a program is approved, sanctioned, or in any other way endorsed by the Department, except to say that it is “certified.”
7. Business Name – The Driver Education Administrator agrees not to use any name in its advertising besides the name on its contract, application or certificate, and must not use the words “state”, “DMV” or any other words that are associated with the Department of Highway Safety and Motor Vehicles in any part of its name.
8. Department Review – The Driver Education Administrator must submit all advertising and promotional materials to the Department prior to release, whether in print or broadcast form, and to comply with changes as may be directed by the Department in accordance with this section.

SECTION IV. TERMS OF AGREEMENT

1. Legal Compliance – The Driver Education Administrator must comply with Section 322.56, Florida Statutes, with all other applicable statutes, with administrative rules of the State of Florida and the Department, and with all applicable local ordinances.
2. Department of Education Certification – The Driver Education Administrator must be a government entity or an educational institution approved by the Florida Board of Education or other recognized certification board and employ at least one instructor that has a valid Florida

Department of Education (DOE) Teacher Certification and a Driver Education endorsement in order to be authorized to administer an approved DELAP examination program.

3. Place of Business – The Driver Education Administrator must continuously maintain a place of business at each exam site which includes a permanent, regularly occupied building located within the State of Florida and which meets all applicable safety and legal requirements of the federal, state, and local governments.
4. Mailing Address – The Driver Education Administrator must maintain a permanent mailing address and provide this address to the Department.
5. Facilities and Equipment – The Driver Education Administrator must maintain facilities and equipment approved by the Department as applicable to the types of driver license examination services authorized in Section V (1) of this agreement.
6. Curriculum Framework – The Driver Education Administrator’s curriculum must comply with the following requirements:
 - a. Qualifying driver education courses must follow the Florida Department of Education’s curriculum framework and student performance standards approved by the schoolboard’s pupil progression plan.
 - b. Driver education courses qualifying a school district to participate in the DELAP program must be offered pursuant to Chapter 1003.48, Florida Statutes.
 - c. The DELAP program shall be included in a public or private secondary education program.
 - d. There are two Florida Department of Education driver education curriculum frameworks. Schools may choose to offer either or both of the following courses:
 - i. Driver Education/Traffic Safety Classroom 1900300
 - ii. Driver Education/Traffic Safety Classroom and Laboratory 1900310
7. For Class E Knowledge Examining:
 - a. The Driver Education Administrator must provide an indoor area suitable for Applicants to complete multiple-choice exams; computer(s); printer(s); and Internet connectivity meeting specifications for Department-supplied examination software, or Department approved paper exams.
 - b. Knowledge examination must be conducted in the same manner as those test given by driver license examiners.
8. For Class E Driving Skills (Road) Examining
 - a. The Driver Education Administrator must provide an off-street area suitable for pre-examination inspection of the vehicle an Applicant will use for the examination. (The instructor will conduct a pre-trip inspection of the vehicle prior to conducting any exams.)
 - b. The Driver Education Administrator must provide an approved road examination route and alternate route or approved off-street examination range.
 - c. Class E Driving Skills Examination must be conducted in the same manner as those test given by driver license examiners.

9. Vehicles – The Driver Education Administrator must ensure that all vehicles used for examination, whether furnished by the Driver Education Administrator or by the applicant, meet applicable federal and state requirements for safe operating condition.
10. Designated Responsibilities – The Driver Education Administrator must designate an individual representative with general responsibility for the Driver Education Administrator’s compliance with this agreement, and an individual representative with specific responsibility for operations at each of the Driver Education Administrator’s respective exam sites. Nothing in this agreement precludes designating the same individual to be responsible for both general compliance and for operations at a given exam site.
11. Ineligibility – Persons subject to suspension upon failing an examination and/or persons directed to appear for Department re-examination are not eligible for Driver Education examination under this Agreement.
12. Driver Education Specialists – The Driver Education Administrator must employ at least one (1) Driver Education Specialist holding a valid certificate issued by the Department for the type(s) of exam(s) being conducted, and permit only those employees who maintain current valid certificate(s) to conduct exams under this Agreement.
 - a. The Driver Education Administrator shall only employ or contract with teachers that are certified by the Department of Education as Driver Education Instructors to teach a driver education curriculum.
 - b. A Driver Education Specialist shall not own or operate any commercial driving school that serves as a provider for the Driver Education Administrator’s (school district or private secondary school) driver education curriculum.
 - c. The Driver Education Specialist must participate in DELAP training or refresher training as may be required by the Department.
 - d. The Driver Education Specialist must conduct driver license exams, keep records, and perform related administrative functions on behalf of the Driver Education Administrator strictly in accordance with applicable examination procedures.
13. Driver Education Specialist Records Maintenance and Retention – The Driver Education Administrator must maintain a record of each Driver Education Specialist in the employ of the Driver Education Administrator. Each record shall contain documentation of the Driver Education Specialist’s valid certification by the Department, status as a payroll employee, Department or other official state driver record current within the past six months, home address, and telephone number. Each record shall be maintained for at least three years after the Driver Education Specialist leaves the employ of the Driver Education Administrator.
14. Class E Knowledge Exam Conduct – The Driver Education Administrator must ensure that knowledge exams are conducted strictly in accordance with the procedures prescribed by the Department.
15. Class E Driving Skills Exam Conduct – The Driver Education Administrator must ensure that skills exams are conducted strictly in accordance with the specifications and procedures prescribed by the Department and in accordance with applicable provisions of Rule 15A-1.015, Florida Administrative Code. Exams must be conducted in a vehicle of the class and type for

which the Applicant seeks licensure and in which the Driver Education Specialist is licensed to operate on the highways of Florida.

16. Confidentiality – The Driver Education Administrator must ensure that no parties other than the Driver Education Administrator, Driver Education Specialists employed by the Driver Education Administrator, and authorized representatives of the Department gain access to the Department’s library of knowledge examination items in any form. The Driver Education Administrator must also ensure that knowledge examination questions are not revealed to Applicants except during the administration of the exam.
17. Applicant Records Maintenance and Retention – The Driver Education Administrator must maintain, at the approved Driver Education exam site, for a minimum of two years, to include the score sheets of each applicant for whom the Driver Education Administrator conducts the knowledge and/or driving skills exam and whether the applicant passes or fails the exam. Records of driver license exams conducted under this agreement may be recorded on forms provided by the Department, or school roll book or an electronic file, and must be available to Department staff on request. Information to be kept regarding each applicant’s record is listed in detail in the Program Manual for the Driver Education Licensing Assistance Program (DELAP) and must be adhered to as part of this Agreement.
18. Proof of Completion – The Driver Education Administrator must provide documented proof of exam results, in a format designated by the Department, to each Applicant who takes and passes the required exams, including compliance with procedures to ensure that an applicant presenting such proof to the Department is the same person to whom the proof of completion was issued by the Driver Education Administrator. Only the Driver Education Specialist who actually gave the DHSMV knowledge and/or skills exams may provide proof of completion; may not provide proof of completion on behalf of other instructors; and may not designate or authorize another person to do so on their behalf.
19. Security of Program Materials – The Driver Education Administrator must maintain strict security and accountability for all completion results and confidential exam materials issued by the Department. Any forms supplied by the Department will remain secured at the Driver Education Administrator’s approved examination site(s) until needed.
20. Statutory Requirements of the Driver Education Administrator:
 - a. Examinations, Inspections, and Audits
 - i. Allow the Department or its representatives to conduct any and all monitoring activities required by Section 322.56, Florida Statutes.
 - ii. Provide unscheduled access to the approved Driver Education examination site(s), vehicles used for examination, Driver Education Specialist and applicant records as specified in this agreement to representatives of the Department and the Department of Education.
 - iii. Provide representatives of the Department and the Department of Education with copies of all records required to be maintained under this agreement, upon request.
 - b. Allow representatives of the Department and the Department of Education to observe any applicant’s examination, including those portions occurring inside vehicles.

21. Accommodating Applicants With Special Needs – The Driver Education Administrator must maintain the capability to accommodate applicants needing special services in accordance with requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Sections 553.501 – 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirements of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, 42 USCS s.12101 et seq., known as the “Americans with Disabilities Act of 1990”.
22. Certificates – The Driver Education Administrator must prominently display the authorized Driver Education Administrator Certificate in its approved Driver Education examination site(s).
23. Public Records Compliance – The Driver Education Administrator must keep and maintain public records as defined in S. 119.011(12) Florida Statutes as the Department ordinarily and necessarily would be required to keep and maintain them in order to perform the services contained in this Agreement.

The Department may unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and subsection 119.07(1), Florida Statutes.

The Contractor, when acting on behalf of the Department, shall in addition to all other conditions of the Contract:

- a. Keep and maintain public records required by the Department to perform the service.
- b. Upon request from the Department’s custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost as set forth in the Department’s Policy Number 9.03, Providing Records to the Public, which can be provided by the Department upon request, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from Public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term, and following completion of the Contract, if the Contractor does not transfer the records to the Department.
- d. Upon completion of the Contract, transfer, at no cost to the Department, all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department’s custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the Department.

- e. Respond to inquiries from the Department's custodian of public records or Contract Manager, regarding public records requests by providing all information or records that the Department deems necessary to respond to such requests within three (3) working days of the request from the Department's custodian of public records or Contract Manager.

Pursuant to subsection 119.0701(3), Florida Statutes, in the event the Contractor fails to comply with a public records request, the Department will enforce all Contract provisions related to public records requests by assessing the following:

1. First violation - \$100 penalty.
2. Second violation - \$250 penalty
3. More than two (2) violations - \$500 penalty and/or possible Contract termination depending upon the nature of the violations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFiling@flhsmv.gov, Public Records Coordinator, Office of General Counsel, 2900 Apalachee Parkway, Room A432, MS 02, Tallahassee, FL 32399

24. Miscellaneous Notifications – The Driver Education Administrator must:
 - a. Notify the Department in writing 30 days prior to any change in the Driver Education Administrator's organizational name, school name, or address.
 - b. Notify the Department in writing within 10 calendar days of changes in the individual(s) designated to represent the Driver Education Administrator under Section VII and in the Appendix to this Agreement.
 - c. Notify the Department in writing within 10 calendar days of changes in Driver Education Specialists employed by the Driver Education Administrator.
 - d. Notify the Department whenever the Driver Education Administrator ceases business operations at an approved Driver Education examination site.
 - e. Notify the Department within five calendar days of actions by any employees of the Driver Education Administrator that are known to violate the terms of this Agreement.
25. Amendments – The Driver Education Administrator agrees to accept any amendment to any provision of this Agreement, if the amendment is set forth in writing, is necessitated by a change in state or federal law and is requested by the Department. The Driver Education Administrator shall execute such an amendment upon request.

26. Except as otherwise provided, this Agreement may be amended only by the mutual consent of the parties which is expressed in writing and is signed by a duly authorized representative of each party. No verbal representation, interpretation, or commitment by the Driver Education Administrator or the Driver Education Administrator's agents, Driver Education Specialists, or other employees or by any officer, agent, representative, or employee of the Department, either before or after the execution of this Agreement, shall affect or modify any of the provisions in the agreement, unless the representatives' interpretation, commitment, or representation is expressly stated in a written amendment to this Agreement, signed by a duly authorized representative of each party.
27. Non-Assignability – This Agreement and the Driver Education Administrator certification are not assignable by the Driver Education Administrator, either in whole or in part, including by subcontract.
28. Release and Enforceability – A release of any provision of this Agreement by either party shall not act as a release of any other provision of this Agreement. If any provision of this Agreement is for any reason declared invalid, illegal or unenforceable, that declaration shall not affect the remainder of the provisions of this Agreement.
29. Posting of Fees – Any fee charged to applicants for exams conducted under this agreement must be prominently posted at the Driver Education Administrator's approved Driver Education exam site(s). Any fee for exams conducted under this agreement must be uniformly charged to all applicants. Acceptance of gratuities or other forms of payment in addition to the posted fee is prohibited. Any fee charged to an applicant for Class E licensing exams conducted under this agreement must be refunded upon demand if that applicant subsequently applies for license issuance and is found ineligible due to uncorrectable vision deficiency or other medical condition. Vision exam procedures are described in the Program Manual for the Driver Education Licensing Assistance Program (DELAP).
30. Additional Information To Be Posted – The following information must be prominently posted at the approved Driver Education examination location or otherwise made known to Applicants prior to incurring charges:
 - a. Payment of any fees to the Driver Education Administrator will not affect fees payable by the Applicant to the Department for issuance of a driver license.
 - b. The Department may re-examine a random sample of the drivers approved by the Driver Education Administrator for licensure.
 - c. The Driver Education Administrator does not issue driver licenses and cannot guarantee the issuance of a driver license nor in any way influence the Department in the issuance of a driver license.

SECTION V. SERVICES PROVIDED BY THE DEPARTMENT

- 1. Driver Education Administrator Examining Authority – Permit the Driver Education Administrator to conduct the following driver license knowledge and/or skills exams for all Applicants pursuant to the terms of this Agreement and applicable provisions of Chapter 322, Florida Statutes:

Class E Knowledge Yes No

Class E Driving Skills Yes No

- 2. Examination Content and Procedures – Provide Department examination items, necessary forms and examination procedures for use by the Driver Education Administrator.
- 3. Technical Assistance – Provide consultation to the Driver Education Administrator regarding laws, rules and procedures for conduct of the program established under this Agreement.
- 4. Administration and Enforcement – Administer and enforce the provisions of the Program.

SECTION VI. TERMINATION AND REAPPLICATION

- 1. Applicability of Chapter 120, Florida Statutes – Provisions of the Administrative Procedures Act, Chapter 120, Florida Statutes, will govern actions of the Department to suspend or terminate examination authority or terminate this Agreement under the provisions of this Section.
- 2. This agreement shall remain in effect for a three-year period from the date of approval, or until made inactive, suspended, canceled, or terminated in accordance with the following provisions:

- a. Inactive Status – The Driver Education Administrator’s examination authority will be deemed inactive upon the request of the Driver Education Administrator or upon failure to have at least one certified Driver Education Specialist under employment as specified in Section IV (10), Driver Education Specialists.
 - i. The Department will provide written notification of inactive status.
 - ii. Examination authority under Agreements deemed inactive may be restored upon request of the Driver Education Administrator and verification by the Department that all requirements for compliance with the original agreement have been reestablished.
- b. Suspension – Examination authority at one or more exam sites of the Driver Education Administrator may be suspended in accordance with Sections VI.3.A, VI.3.B, or VI.3.C of this agreement. The Department will provide written notification of suspension.
- c. Cancellation – Either party to this Agreement may cancel this Agreement for any reason by providing 60 days written notice of cancellation to the other party.
- d. Agreements with Driver Education Administrators other than government agencies will be subject to cancellation upon significant changes in the identity of the contracted organization, including changes in the business name, in ownership, or in the business or agency official accepting responsibility for compliance as a signatory to the original agreement, but not including changes in public officials assuming responsibilities of their predecessors in office. Procedures and requirements for entering into a new agreement will be the same as for

original agreements.

- e. Termination – The Department reserves the right to terminate this Agreement immediately upon determining that continued performance by the Driver Education Administrator, or Driver Education Specialist employed by the Driver Education Administrator, would endanger the public health, safety or welfare. Additionally, the Department may terminate examination authority at one or more exam sites in accordance with Sections VI.3.B, VI.3.C or VI.3.D of this agreement.
 - f. The Department may terminate this agreement immediately upon determining that the Driver Education Administrator, or Driver Education Specialist employed by the Driver Education Administrator, has done one or more of the following:
 - i. Failed to comply with or satisfy any of the provisions of this Agreement;
 - ii. Falsified any record or information required under this Agreement;
 - iii. Was criminally arrested for or committed an act that, in the opinion of the Department, compromises the integrity of the Program;
 - iv. Failed to file a certificate of insurance or self-insurance or has failed to maintain required insurance coverage, unless said Driver Education Administrator is a Government entity;
 - v. Refused to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Driver Education Administrator in conjunction with this Agreement.
3. Penalties for specific forms of non-compliance with this Agreement are defined and applied as follows:
- a. Administrative Non-Compliance – Failure to meet requirements for reporting, notifications, record keeping, and similar acts that do not compromise examination integrity or public safety.
 - i. First Occurrence: Written Reprimand
 - ii. Repeated Occurrence: 30 day suspension of examination authority at applicable exam site(s)
 - b. Minor Discrepancy in Exam Procedure – Failure to properly administer a required portion of an otherwise complete exam procedure, such as omission of a required maneuver.
 - i. First Occurrence: 10 day suspension of examination authority at applicable exam site(s)
 - ii. Repeated Occurrence: Termination of examination authority at applicable exam site(s)
 - c. Major Discrepancy In Exam Procedure – Failure to include all required parts of an exam procedure, such as omission of a required maneuver, failure to use an approved exam route, or use of unsafe vehicles for examination applicants.
 - i. First Occurrence: 10 day suspension of examination authority at applicable exam site(s)
 - ii. Repeated Occurrence: Termination of examination authority at applicable exam site(s)

d. Fraud – Abuse of authorities granted under this agreement to gain profit through issuance of proof of completion to applicants who have not passed substantially complete exams or persons that are not approved to provide or receive DELAP services other than those specified in this agreement.

i. First Occurrence: Termination of this agreement

4. The Department will have sole discretion to determine the occurrence and the level of the violations defined above, and to apply associated penalties. Nothing in this section limits application of provisions for termination or cancellation where deemed appropriate.

SECTION VII. COMMUNICATIONS

The Driver Education Administrator and the Department designate the following to receive the written notices and communications that are desired or required under this agreement:

**REPRESENTING THE
DRIVER EDUCATION ADMINISTRATOR**

Name: _____

Title: _____

Address: _____

City/State: _____

Telephone: _____

Fax #: _____

Email: _____

**REPRESENTING THE
DEPARTMENT**

Name: Melissa Cueto

Title: Program Manager

Address: 2900 Apalachee Parkway

City/State: Tallahassee, Florida

Telephone: (850)617-2490

Fax #: (850) 617-3941

Email: melissacueto@flhsmv.gov

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

ADMINISTRATOR/ORGANIZATION: _____

NAME OF SIGNATORY: _____

TITLE: _____

SIGNATURE: _____

BY: Florida Department of Highway Safety and Motor Vehicles _____

NAME OF SIGNATORY Lisa M. Bassett _____

TITLE: Chief – Purchasing and Contracts _____

SIGNATURE: _____