



## WRITTEN TESTING AGREEMENT EMS ACCREDITED INSTITUTIONS

This Written Testing Agreement (hereinafter “Testing Agreement”) is entered into by and between the State Board of Emergency Medical, Fire, and Transportation Services (hereinafter “EMFTS Board”), and \_\_\_\_\_, an EMFTS Board Accredited Training Institution. The EMFTS Board Accredited Training Institution (hereinafter “Institution”) is subject to all of the terms and conditions set forth herein.

### PURPOSE

The EMFTS Board, the body charged with enforcing Chapter 4765 of the Ohio Revised Code (R.C.), and all rules promulgated thereunder, believes that the utmost care and highest level of security are essential to ensure the integrity of the state examinations and the examination administration process. In order to ensure that examinations are being administered in a fair, consistent and secure manner, at an appropriate examination location, such state examinations shall only be offered at the accredited sites approved by the EMFTS Board, pursuant to this Testing Agreement.

### CONSIDERATION

In consideration of becoming and maintaining an approved testing location, the Institution agrees to abide by the provisions set forth below and in accordance with rule 4765-7-02 of the Ohio Administrative Code (O.A.C.).

### SCOPE OF WORK

Pursuant to rule 4765-7-02 of the O.A.C., the Authorizing Official serves as program director or designates a person of good reputation to serve as program director. The Authorizing Official and the Program Director, should the duties be delegated, shall have direct responsibility over the state examination administration process and shall be responsible for the following:

- Ensure each examination location has a designated computer lab
- Ensure the integrity and security of all written examinations
- Ensure each proctor has received directions in the state examination process and is familiar with all registration, security, and access procedures for test administration
- Ensure that only qualified candidates sit for the examinations
- Ensure only the program director or his or her designee proctors the written examination
- Ensure the proctor is present in the room for the entire duration of the examination
- Ensure that the examination room is conducive for testing including but not limited to: adequate and effective heating/cooling, ventilation, and lighting, and free of excessive noise and distractions
- Ensure that the examination room has adequate restroom facilities and adequate parking within reasonable access to the examination site
- Ensure that the examination room will be set up and ready for use prior to the scheduled examination time
- Ensure no person other than the proctor and students are permitted in the examination room
- Ensure no personal computers or personal laptops are to be used for administering the examination
- Ensure no firefighter instructor, or EMS instructor shall proctor or be present during the examination, unless sitting for the examination
- Ensure no unauthorized electronic devices, including but not limited to, personal laptops, cell phones, flash drives, and tablets, are permitted in the examination room or are used during the examination

**TESTING LOCATIONS**

The Institution will be using the following facilities for administration of the state examination. If the Institution wishes to change or amend the location(s) during the institution’s accreditation cycle, it is the Program Director’s responsibility to ensure a new Testing Agreement is signed and implemented. The Institution shall maintain a copy of the Testing Agreement in the program files.

NAME OF TESTING FACILITY			
ADDRESS	CITY	STATE	ZIP CODE
NAME OF TESTING FACILITY			
ADDRESS	CITY	STATE	ZIP CODE
NAME OF TESTING FACILITY			
ADDRESS	CITY	STATE	ZIP CODE
NAME OF TESTING FACILITY			
ADDRESS	CITY	STATE	ZIP CODE

**TERM**

This Testing Agreement is to be effective as of the date of the last signature. An Institution shall not administer any examinations unless a current and valid Testing Agreement is in effect. With each Accredited Institution Application submitted for renewal, a new Testing Agreement shall be signed and included with the application.

**BREACH OF TESTING AGREEMENT**

Upon breach or default by the Institution of any of the provisions, obligations, or duties embodied in this Testing Agreement, the EMFTS Board may exercise all administrative, contractual, equitable, or legal remedies available, including: cancellation, termination, or suspension of this Testing Agreement in whole or in part.

**TERMINATION OF TESTING AGREEMENT**

The Program Director is responsible to ensure that any potential compromise of the examination process is immediately reported to the Executive Director for the EMFTS Board. Upon notice of any potential compromise, the Executive Director reserves the right to immediately suspend an institution’s examination rights, if any of the following occur:

- There is an allegation of an examination or security compromise.
- There is a known examination or security compromise.
- There is a potential violation of rule 4765-7-02 of the O.A.C.

Upon suspension of an Institution’s examination rights, the Institution shall immediately cease administration of the state examination. No further testing shall be conducted by the Institution until written authorization has been received from the Executive Director.

Either party may terminate this Agreement for any reason by giving the other party thirty (30) days written notice.

**LIMITATION OF LIABILITY**

To the extent permitted by Ohio law and except for situations where officer, employee or governmental immunity would apply, the EMFTS Board and the Institution agree to be responsible for any and all claims for which each party may be legally liable in relation to the actions or omissions of each party while performing duties related to this Testing Agreement.

## **WORKERS' COMPENSATION**

The Institution and its employees shall be covered by workers' compensation coverage purchased and maintained by the Institution. Any workers' compensation claims filed by the Institution or its employees as a result of work performed under this Testing Agreement shall be covered under the Institution's workers' compensation insurance.

## **DRUG FREE WORKPLACE**

The Institution shall comply with all applicable state and federal rules, regulations, and statutes pertaining to a drug-free workplace. The Institution shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.

## **EQUAL OPPORTUNITY REQUIREMENTS**

The Institution shall comply with the requirements under R.C. 125.111. The Institution shall not discriminate against anyone because of race, color, religion, sex, age, disability, military status, national origin, or ancestry.

## **CONFLICT OF INTEREST**

The Institution shall not have any interest, direct or indirect, which is incompatible or in conflict with the carrying out of the terms of this Testing Agreement.

## **OHIO ELECTION LAWS**

The Institution affirms that, as applicable to it, no party listed in R.C. 3517.13(I) or (J) (including an individual, partner, shareholder, administrator, executor, trustee, or owner of more than twenty percent of the corporation or business trust), nor the spouse of such party, has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of one thousand dollars (\$1,000) to the holder of a public office or the public officer's campaign committee, consistent with the restrictions under R.C. 3517.13(I) or (J).

## **OHIO ETHICS' LAW**

The Institution hereby covenants that neither the Institution nor any officer, member, or employee of the Institution has any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Testing Agreement. The Institution and all officers, members, and employees agree to abide by the ethics laws enumerated in R.C. 102.04, R.C. 2921.42 and R.C. 2921.43.

## **AMENDMENTS**

This writing constitutes the entire Testing Agreement between the parties with respect to all matters herein. This Testing Agreement may be amended only in writing and signed by both parties.

## **GOVERNING LAW**

This Testing Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties, by signing below, acknowledge that they have read, understood, and agree to abide by all of the requirements contained herein.

AUTHORIZING OFFICIAL (PRINT NAME)	TITLE OF AUTHORIZING OFFICIAL
AUTHORIZING OFFICIAL SIGNATURE <b>X</b>	DATE
PROGRAM DIRECTOR NAME (PRINT NAME)	TITLE OF PROGRAM DIRECTOR
PROGRAM DIRECTOR SIGNATURE <b>X</b>	DATE
EXECUTIVE DIRECTOR, STATE BOARD OF EMERGENCY MEDICAL, FIRE, AND TRANSPORTATION SERVICES (PRINT NAME)	
EXECUTIVE DIRECTOR SIGNATURE <b>X</b>	DATE