



**AGREEMENT
BETWEEN THE
UTAH DEPARTMENT OF PUBLIC SAFETY, DRIVER LICENSE DIVISION
AND A
COMMERCIAL DRIVER LICENSE THIRD PARTY TESTER**

THIS AGREEMENT is made effective the _____ day of _____, _____.
BY AND BETWEEN the
UTAH DEPT. OF PUBLIC SAFETY, DRIVER LICENSE DIVISION
AND

(Hereafter called the Third Party Tester)

LOCATED AT:

This agreement authorizes the named Third Party Tester to administer Commercial Driver License skills tests on behalf of the State of Utah.

NOW THEREFORE, the Utah Department of Public Safety, Driver License Division and the Commercial Driver License Third Party Tester named herein, in consideration of their mutual duties and responsibilities to one another hereinafter set forth, agree to the following.

THE THIRD PARTY TESTER AGREES TO:

- I. Allow the FMCSA, or its representative, and the State to conduct random examinations, inspections, and audits of its records, facilities, and operations without prior notice;
- II. Require that all third party skills test examiners meet the qualification and training standards of §384.228;
- III. Allow the state to do any of the following:
 - (A) Have State employees covertly take the tests administered by the third party as if the State employee were a test applicant;
 - (B) Have State employees co-score along with the third party examiner during CDL skills tests to compare pass/fail results; or
 - (C) Have the State re-test a sample of drivers who were examined by the third party;

- IV. Reserve unto the State the right to take prompt and appropriate remedial action against a third party tester that fails to comply with State or Federal standards for the CDL testing program, or with any other terms of the third party contract;
- V. Require the third party tester to use only CDL skills examiners who have successfully completed a formal CDL skills test examiner training course as prescribed by the State and have been certified by the State as a CDL skills examiner qualified to administer CDL skills tests;
- VI. Require the third party tester to use designated road test routes that have been approved by the State;
- VII. Require the third party tester to submit a schedule of CDL skills testing appointments to the State no later than 48 hours prior to each test; and
- VIII. Require the third party tester to maintain copies of the following records at its principal place of business:
 - (A) A copy of the State certificate authorizing the third party tester to administer a CDL skills testing program for the classes and types of commercial motor vehicles listed;
 - (B) A copy of each third party examiner's State certificate authorizing the third party examiner to administer CDL skills tests for the classes and types of commercial motor vehicles listed;
 - (C) A copy of the current third party agreement;
 - (D) A copy of each completed CDL skills test scoring sheet for the current year and the past two calendar years;
 - (E) A copy of the third party tester's State-approved road test route(s); and
 - (F) A copy of each third party examiner's training record.
 - (1) Proof of testing by a third party. The third party tester must notify the State driver licensing agency through secure electronic means when a driver applicant passes skills tests administered by the third party tester.
 - (2) Minimum number of tests conducted. The State must revoke the skills testing certification of any examiner who does not conduct skills test examinations of at least 10 different applicants per calendar year.

**THE DEPARTMENT OF PUBLIC SAFETY, DRIVER LICENSE DIVISION
AGREES TO:**

- A. Testing
Permit the above-named Third Party Tester to administer commercial driver license skills tests as specified in this agreement and the attached Commercial Driver Third Party Rules Document.
- B. Acceptance
Accept Driver Score sheets and electronic transfer of scores as evidence the driver has successfully completed the third party skills tests.
- C. Administration and Enforcement
Administer and enforce the provisions of the Third Party Testing Rules Document as part of this agreement.

TERMINATION OF THIS AGREEMENT:

This agreement reserves unto the State the right to take prompt and appropriate remedial action against above named Third Party Tester in the event the Third Party Tester fails to comply with the terms of this agreement or with those requirements stated in the Commercial Third Party Testing Rules Document.

COMMUNICATIONS:

Notices and communications in writing required or desired to be given pursuant to this agreement shall be mailed to the following address:

Driver License Division
PO Box 144501
Salt Lake City, Utah 84114-4501
Attention: CDL Third Party Program

ENTIRE AGREEMENT:

This document and Third Party Testing Rule Document hereto constitute the sole and entire agreement between the Utah Dept. of Public Safety, Driver License Division and the Third Party Tester relating to the authority to administer the Commercial Driver License Skills Tests. No other terms or conditions shall form a part hereof, and this agreement shall not be modified except by subsequent agreement in writing and attached as an addendum, duly signed by the authorized representatives of both parties.

SEVERABILITY:

The provisions of this agreement are severable. If any part of this agreement is declared invalid by a court, the invalidity does not affect other parts of this agreement that can be given effect without the invalid provision.

I the undersigned, certify that I have read the laws, rules and regulations governing commercial driver third party testers and examiners and that I agree to abide by all rules, regulations and laws set forth. I affirm that all statements made by me in this application are true and correct.

(Signature of Third-party Tester Representative) (Date)

NAME: _____
(PRINT NAME)

TITLE: _____

(This form must be notarized to be accepted)

Subscribed and sworn to me this _____ day of _____ 20____

(Notary Public)

(Address)

(DEPARTMENT OF PUBLIC SAFETY, DRIVER LICENSE DIVISION)

BY: _____
(SIGNATURE)

NAME: _____
(PRINT NAME)

TITLE: _____