

Exhibit B  
Program Requirements

**Driver Improvement Schools Statement of Work**

**GENERAL INFORMATION**

The Third-Party Driver Improvement School shall administer a Department developed or Department approved curriculum. The required examination will be provided by the Department of Transportation (PennDOT). Once the examination is complete, the Third-Party Driver Improvement School will provide the completed test and the test results to PennDOT. The school will inform the customer that they will receive information in the mail from PennDOT within 15 business days.

Given the potential for fraud, the selected Third-Party Driver Improvement Schools shall meet a stringent set of performance standards. These standards include criteria for employees, facilities, document security, training, equipment, and testing procedures. These requirements are consistent with those used by PennDOT when establishing a driver improvement school course and examination by PennDOT employees.

The selected Third-Party Driver Improvement School shall complete the necessary state-supplied forms for attendance and completion of each registered person and record keeping and administer the curriculum in accordance with requirements provided by PennDOT. Once the driver improvement school course is completed, the Third-Party Driver Improvement School shall inform the applicant of the completion of his or her course and if or when to expect a point reduction from the persons record. The entire process shall be conducted in an environment that places customer service and convenience at the forefront while still maintaining high curriculum standards and security.

Third-Party Driver Improvement Schools shall be selected in accordance with their ability to provide outstanding customer service while maintaining safety for the applicant as well as, quality control, system security, and document control. PennDOT anticipates accepting up to eight responsive applicants initially and potentially adding responsive applicants each year after that, at PennDOT's discretion. PennDOT may, at its sole discretion, authorize the Third-Party Driver Improvement Schools to add additional school sites statewide within the terms of their agreement.

Selected applicants shall enter into an agreement. Services shall be performed during the time period established on the Notice to Proceed letter. PennDOT may use an extension option at its discretion.

Upon being given Notice to Proceed, the successful applicants shall meet with PennDOT's Driver Safety and Improvement Program Manager to assess the status of the tasks, upon PennDOT's request.

Applications are confidential to the extent permitted by law and, except for the selected applications, will not be revealed or discussed with competitors. Other materials submitted with the application, which become part of the final agreement, become the property of the

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Pennsylvania Department of Transportation and may be returned only at PennDOT's option. Applications submitted to PennDOT may be reviewed and evaluated by any person selected by the Commonwealth. The applicant grants PennDOT the right to use any ideas presented in any application. Selection or rejection of the application does not affect this right.

No costs to PennDOT are associated with this agreement. The Commonwealth is not liable for costs incurred by applicants.

Fees charged by Third-Party Driver Improvement Schools to applicants for driver improvement curriculum administration shall be market driven and set by the Third-Party Driver Improvement School.

No costs to PennDOT are associated with an Agreement. The Commonwealth is not liable for costs incurred by Third-Party Driver Improvement Schools. Fees charged by the Third-Party Driver Improvement Schools to students for the administration of the program must be market driven and set by the Third-Party Driver Improvement School.

**PROGRAM REQUIREMENTS**

**0.0 APPLICATION REQUIREMENTS**

0.1 Applicants to be a Third-Party Driver Improvement School shall provide a straightforward, concise description of the applicant's ability to meet the requirements of the Third-Party Driver Improvement School program. Applicants shall be required to assume responsibility for services offered in this agreement if selected. The applicant shall identify the sole point of contact regarding any matters of this agreement.

0.2 Applicants shall provide the business name, address, phone number, fax number, email address, Federal ID number, and all other information requested by PennDOT.

0.3 Applicants shall provide the names of all employees who will be involved in the Third-Party Driver Improvement School program and indicate the responsibilities each will have within the company.

0.4 Applicants shall submit, one electronic copy of the application. The Contractor shall not distribute its proposal to any other Contractor, Commonwealth official, or Commonwealth consultant.

0.5 The application shall include the federal identification number (or social security number if applicable) and the applicant's e-mail address. The application shall remain valid for 120 days or until an agreement is completely executed, whichever is later. The contents of the application become part of the agreement if an agreement is executed.

0.6 Applicant shall provide related experience and references. Include your business entity's experience in similar efforts of this type, scope, and duration. Include work done

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by individuals who will be assigned to this program and by your organization. Include at least three references from companies or agencies that have done business with the applicant within the last three years. Provide the name, address, and telephone number of the references, and the name, address, and phone number of the responsible officials to contact. PennDOT may contact the references.

0.7 Include a narrative describing a proposed approach to achieve the objectives of the Third-Party Driver Improvement School Program. Describe the Third-Party Driver Improvement School's internal operations, i.e., personnel structure, policies, procedures, practices, supervision, marketing fees, customer service, and customer complaints.

The management plan will include accountability for every substantiated customer complaint. A customer complaint is substantiated through an investigation of PennDOT and the Third-Party Driver Improvement School. The management plan should address monitoring and compliance issues relative to the performance of the Third-Party Driver Improvement School Instructors. This plan must be submitted with this application.

PennDOT Program Manager shall schedule meetings and shall select meeting locations. The Third-Party Driver Improvement School shall be available to come in person to meetings in Harrisburg if requested by PennDOT.

**1.0 GENERAL REQUIREMENTS FOR THIRD-PARTY DRIVER IMPROVEMENT SCHOOLS:**

- 1.1 Have maintained a place of business in Pennsylvania for a minimum of two years.
- 1.2 Only the entity or business certified by PennDOT can administer the driver improvement course to applicants.
- 1.3 Third-Party Driver Improvement Schools shall offer classroom instruction, online instruction, or a combination of both.
- 1.4 Employ at least two PennDOT certified Third-Party Driver Improvement School Instructors.
- 1.5 A Third-Party Driver Improvement School Instructor shall not administer a course to an immediate family member or personal friend.
- 1.6 A Third-Party Driver Improvement School shall be fully accountable for the oversight and conduct of its Third-Party Driver Improvement School Instructors and shall employ only Third-Party Driver Improvement School Instructors having a minimum experience of two years teaching or training, to the extent necessary to conduct training courses and curriculum in accordance with the Vehicle Code (75 Pa. C.S. 1538 et seq.) and PennDOT.

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- 1.7 A Third-Party Driver Improvement School shall securely maintain at each approved Third-Party Driver Improvement School location, for a minimum of the current year and two subsequent years, a record of each driver for whom the Third-Party Driver Improvement School provided a course, whether the driver completes the course or not. Each record must include:
- a. The driver's complete and current name and residential address.
  - b. The driver's license number.
  - c. The dates the driver took the Driver Improvement course.
  - d. The date the driver completed the course.
  - e. The driver's test results of the course.
  - f. The name and Instructor number of the Third-Party Driver Improvement School Instructor conducting the course.
  - g. A copy of the customer's license
- 1.8 A Third-Party Driver Improvement School shall securely maintain a record of each Third-Party Driver Improvement School Instructor employed by the Third-Party Driver Improvement School. Records must be maintained for two years after the Third-Party Driver Improvement School Instructor leaves employment. Each record must include:
- a. Employment Records. Initial record with the name, residential address, copy of driver's license and Social Security number, date hired, and date instructor left employment, and documentation showing the Third-Party Driver Improvement School Instructor is or was a payroll employee of the Third-Party Driver Improvement School. The employment records for instructors will be submitted to PennDOT if any changes to the initial record are made and/or upon instructor termination.
  - b. Pennsylvania State Police (PSP) Clearance. The Third-Party Driver Improvement School shall, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at the Pennsylvania State Police website. The background check must be conducted before initial access for providing services and on an annual basis after that. A copy of the results of the background check will be submitted to PennDOT and, if such a conviction exists, the Third-Party Driver Improvement School shall furnish the facts of the offense to PennDOT, and secure Department approval before hiring or using the person involved. A person convicted of criminal offense is not

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automatically barred from employment by the Third-Party Driver Improvement School. PennDOT shall consider each case on its merits.

Pennsylvania State Police background checks of personnel employed in the Third-Party Driver Improvement School Program shall be updated annually and a report showing the checks have been completed will be submitted to PennDOT. If at any time it is discovered a selected applicant's employee has a criminal record, including a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust or fiduciary responsibility or which raises concern about building, system or personal security or is otherwise job-related, the selected Applicant shall not assign that employee to any Commonwealth service program, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless PennDOT consents to the access, in writing, before access. The Commonwealth may withhold its consent, at its discretion. Failure of the selected applicant to comply with the terms of this paragraph may result in default of the selected applicant under its agreement. Third-Party Driver Improvement School Instructor Certification will be rescinded for any Third-Party Driver Improvement School Instructor who is convicted of any felony within the past ten years or who is convicted of any fraudulent activities within the scope of Pennsylvania Consolidated Statutes, Title 1.

- c. Federal Bureau of Investigation (FBI) Clearance-Data Entry Employees Only. Upon hire, any employee who will have access to make a change to a driver's record shall have a fingerprint-based FBI criminal history check to determine if the employee has been convicted of a criminal offense. A fee is associated with the service. The Third-Party Driver Improvement School shall reimburse PennDOT for the cost of this fingerprinting and background check service.
- d. Child Abuse Clearance: A Third-Party Driver Improvement School shall obtain child abuse clearance for individuals who will be working directly with persons under the age of 18). 23 Pa. C.S. § 6344(a)(5) & (b), every five years. Before employment begins, an employee shall submit to an employer or other person responsible for employment decisions, a criminal history report (18 Pa. C.S. Chapter 91), a certification from the Pennsylvania Department of Human Services as to whether the applicant is named as a perpetrator in the Statewide database, and a Federal criminal history record information through submission of fingerprints to the FBI or PSP or another authorized agent.
- e. Driver History: The Third-Party Driver Improvement School shall, at its expense, arrange for an annual driver history check for each of its Driver Improvement School instructors.
- f. The Third-Party Driver Improvement School's employees shall sign a Driver and Vehicle Service (DVS) record Confidentiality Policy statement annually.

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- g. The Third-Party Driver Improvement Schools employees shall annually sign Management Directive 205.34 Amended.
- h. The Third-Party Driver Improvement Schools employees shall sign a DVS Customer Service Policy annually.

All documents referenced above except as stated otherwise will be submitted to PennDOT's Third-Party Driver Improvement Schools resource account by January 31<sup>st</sup> each year.

1.9 The Third-Party Driver Improvement School shall provide with the application, for approval to PennDOT, a detailed organizational chart clearly describing the chain of command of personnel. Additionally, the Third-Party Driver Improvement School shall provide a job description for each position noted on the organizational chart. Each job description must contain the following:

- a. Title of the position.
- b. Basic job function statement.
- c. The title of the position to whom the employee reports.
- d. Job duties and responsibilities.
- e. Scope of authority.
- f. Standards of performance to include curriculum administered in accordance with standards and instructions supplied by PennDOT.

1.10 A Third-Party Driver Improvement School shall ensure courses are conducted in accordance with the curriculum requirements and administration, or any subsequent requirements and instructions provided by PennDOT. PennDOT may request removal of an individual from the program if the individual is found not performing in accordance with established standards related to the Third-Party Driver Improvement School Program as defined in their job description. The Third-Party Driver Improvement School Instructor's job description will include Third-Party Driver Improvement School Instructors requirements included in this document or as otherwise directed by PennDOT.

1.11 The Third-Party Driver Improvement School shall designate one manager who directs the operations and shall be PennDOT's contact person. The Third-Party Driver Improvement School shall provide, as a condition of the agreement, competent, continuous supervision, and instruction to ensure each Third-Party Driver Improvement School is properly operated.

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- 1.12 A designated supervisor shall be available for the Third-Party Driver Improvement School during hours of operation. PennDOT shall have access to designated supervisory staff during hours of Third-Party Driver Improvement School.
- 1.13 The Third-Party Driver Improvement School, when at a physical location, shall supply to every Third-Party Driver Improvement School Instructor, Administrative staff, and Supervisor, including backup staff, an identification badge which must always be worn by employees while on duty, so each Third-Party Driver Improvement School Instructor, Administrative Staff or Third-Party Driver Improvement School Instructor Supervisor is readily identifiable by customers.
- 1.14 A Third-Party Driver Improvement School shall display its certificate at its place of business. This certificate grants the authority to administer a Third-Party Driver Improvement School Program for PennDOT's approved curriculum.
- 1.15 A Third-Party Driver Improvement School shall administer at least 50 courses per year.
- 1.16 A Third-Party Driver Improvement School shall permit PennDOT or its designees to conduct random and unannounced examinations, inspections, and audits with or without prior notice during the company's normal business hours.
- 1.17 A Third-Party Driver Improvement School shall cooperate with any investigations by PennDOT's Third-Party Driver Improvement School Program Manager or other Commonwealth designated officials.
- 1.18 A Third-Party Driver Improvement School shall conduct and maintain a written quarterly internal review of program requirements and an internal quarterly audit of the Third-Party Driver Improvement School Instructors employed. The Third-Party Driver Improvement School shall submit reviews and audits to the Third-Party Driver Improvement School resource account on the 5<sup>th</sup> of January, April, July, and October.
- 1.19 A Third-Party Driver Improvement School shall ensure course hours of operation will be reported to PennDOT's Third-Party Driver Safety and Improvement Program Manager.
- 1.20 A Third-Party Driver Improvement School shall provide telephone service for the Third-Party Driver Improvement School Program.
- 1.21 A Third-Party Driver Improvement School shall pre-schedule at least two calendar days in advance. Appointments will be entered into a scheduling system as designated by PennDOT.
- 1.22 A Third-Party Driver Improvement School shall ensure Third-Party Driver Improvement School Instructors explain the conduct and expectations of the students

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to be followed during the administration of the program. A translator may be present during the course instruction.

- 1.23 Third-Party Driver Improvement School shall maintain a weekly report and submit it to PennDOT on the first business day, of every month, showing the number of courses administered the previous month, including the number of drivers who successfully completed the course and the number of drivers who did not successfully complete it.
- 1.24 No official or employee of a Third-Party Driver Improvement School shall remain in or wander around a PennDOT Driver License Center (or any other Department facility) for the purpose of soliciting business.

**2.0 CLASSROOM LOCATION:**

- 2.1 The location for the Driver Improvement School can be held in person, online, or a combination of both. If a physical location is being used, the facility must include the following:
  - a. The facility will have a designated area for customers with adequate seating.
  - b. The facility will have a designated work area for Third-Party Driver Improvement School employees.
  - c. Customers entering the facility shall not have access to the employees' work area.
  - d. The facility will have a secure storage area, with lock and key, for program-related documents.
  - e. The facility will have adequate heating and air conditioning.
  - f. The facility must be ADA Compliant and must be fully accessible to persons with disabilities in accordance with Title II of the Americans with Disabilities Act (ADA) requirements, as referenced in Section 16. In-person instruction, § 6 of the Third-Party Driver Improvement School Agreement.
  - g. The Third-Party Driver Improvement School shall post signs displaying their fees.
  - h. The Third-Party Driver Improvement School shall display at the facility the certificate granting the approved facility authorization to administer the Third-Party Driver Improvement School course.

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- i. The facility must have an acceptable appearance and must comply with applicable federal, state, and local laws, including zoning ordinances and building codes.
- j. The Third-Party Driver Improvement School shall ensure a clean, safe, and professional atmosphere.
- k. The facility must have adequate parking to accommodate the anticipated volume of business, average class sizes will be ten to 12 students. Should local parking ordinances prohibit the Third-Party Driver Improvement School from meeting those requirements a copy of those ordinances should be made part of the application.
- l. The facility must provide specified parking spaces designated for persons with disabilities, in accordance with the American with Disabilities Act.
- m. PennDOT may approve or deny any relocation, in its sole discretion.
- n. A facility will not be within one mile of another existing Third-Party Driver Improvement School unless approved by PennDOT.

2.2 Online Classroom:

- a. Online instruction must include one instructor and one facilitator.
- b. The Course must be administered in a quiet location.
- c. A strong internet connection, with no lag time.
- d. 250 GB hard drive or higher.
- e. 4 GB RAM or higher.
- f. 2.0 GHz Intel or AMD processor.
- g. Windows 11 or MAC OS 10.10 or later.
- h. Microsoft Edge, Firefox 48 or later.
- i. Safari 11 or later.
- j. Anti-virus program (updated regularly)
- k. Computer microphone and speakers.
- l. A camera or webcam.

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- m. Students are required to attend the virtual classroom via a camera. Instructor must account for and view all students attending the class.

**3.0 HOURS OF OPERATION**

- 3.1 Hours of operation will be reported to PennDOT's Driver Safety and Improvement Program Manager.

**4.0 THIRD-PARTY DRIVER IMPROVEMENT SCHOOL INSTRUCTOR REQUIREMENTS**

- 4.1 To qualify for certification as a Third-Party Driver Improvement School Instructor, an individual shall:
  - a. Submit an application.
  - b. Be a payroll employee of a Third-Party Driver Improvement School for at least two years or have two years of experience obtaining, evaluating, and providing information to the public.
  - c. Possess at minimum, a valid Class C Pennsylvania Driver's License or equivalent in issuing state.
  - d. Be at least 21 years old.
  - e. Within five years before application and during certification, have had no driver's license suspensions, revocations, cancellations, or disqualifications.
  - f. Within three years before application and during certification, have had no more than six points on his or her driving record.
  - g. Within three years before application and during certification, have had no conviction for Driving Under the Influence (DUI).
  - h. Within three years before application and during certification, have not been accepted into an Accelerated Rehabilitative Disposition (ARD) Program for a charge of DUI.
  - i. Instruct Curriculum on behalf of the Third-Party Driver Improvement School in accordance with this Third-Party Driver Improvement School's application, and the agreement, as may be amended.
  - j. Third-Party Driver Improvement School Instructors shall conduct at least 25 courses per year.

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- 4.2 An official or employee of a Third-Party Driver Improvement School shall not wear any uniform or clothing giving the appearance of being a Department employee.
- 4.3 Department employees shall not serve as Third-Party Driver Improvement School Instructors.

**5.0 ADVERTISING**

- 5.1 No advertisement may imply a Third-Party Driver Improvement School can guarantee the issuance or retention of a driver's license, influence PennDOT to issue or reissue a license or obtain preferential, sanctioned, or advantageous treatment from PennDOT.
- 5.2 Certified Third-Party Driver Improvement Schools may state they are "PennDOT-Certified" or "PennDOT-Authorized" but may not imply they are endorsed by PennDOT.
- 5.3 Advertisements must be pre-approved by PennDOT. This includes all advertising mediums, including but not limited to, television, internet, billboard, newspapers, magazines, posters, signs, websites, commercials, radio advertisements, etc. Third-Party Driver Improvement Schools shall adhere to PennDOT's advertising guidelines and requirements as outlined within this section or any additional guidelines or requirements as directed by PennDOT.
- 5.4 No Third-Party Driver Improvement School may advertise or represent themselves to be an agent or employee of PennDOT, nor shall any individual, partnership, association, or corporation purchase, use, or allow the use of any advertisement that might lead the public to believe they are or were an employee or representative of PennDOT.
- 5.5 If a PennDOT logo is included in any advertising, it must be the version provided by PennDOT. Outdated logos will not be permitted.
- 5.6 No Third-Party Driver Improvement School may advertise or imply free courses may be given unless the courses are free.
- 5.7 No Third-Party Driver Improvement School may place promotional material at a Driver License Center (or any other Commonwealth facility).
- 5.8 Advertising must accurately describe the services provided by the Third-Party Driver Improvement School and not misrepresent the Third-Party Driver Improvement School's authority. Advertising may not disparage PennDOT.
- 5.9 No official or employee of a Third-Party Driver Improvement School may solicit business at a PennDOT Driver License Center (or any other Department facility).

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- 5.10 If unauthorized advertising has been made public, the advertising must be halted immediately. Repeated use of unauthorized advertising may result in the cancellation or suspension of the Third-Party Driver Improvement School's agreement.

**6.0 ADMINISTRATION REQUIREMENTS**

- 6.1 PennDOT shall approve the Instructors who are teaching the course.
- 6.2 All paperwork, including test score sheets, must be provided to PennDOT within 24 hours after the Driver Improvement School course is completed.
- 6.3 The Driver Improvement School Instructor shall be present at all times during the class sessions.
- 6.4 Virtual classes must have a Driver Improvement School Instructor and a moderator present at all times during the class sessions.
- 6.5 The Driver Improvement School shall supply the names of individuals who are taking their course no later than 48 hours prior to the start of the course, to ensure the individual is required to attend the Driver Improvement School.
- 6.6 The schedule of classes must be presented to PennDOT no later than 48 hours prior to the scheduled date of the class.

**7.0 CURRICULUM REQUIREMENTS**

- 7.1 Courses will meet a minimum of four hours of instruction time and last no longer than eight hours, including the time for the exam.
- 7.2 Class sizes will be no more than twelve students.
- 7.3 PennDOT shall approve the course before a course may commence.
- 7.4 The exam must be the same exam PennDOT uses for their Driver Improvement School.
- 7.5 The class session must provide one hour for the student to complete the exam at the end of the course.
- 7.6 The class session may be scheduled for a one-day session, or the class may be broken down into multiple sessions with the course ending within a one-week timeframe.
- 7.7 PennDOT may amend PennDOT's Third-Party Driver Improvement School's training and examination requirements by written notification from PennDOT's contract

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administrator to the Third-Party Driver Improvement School at any time during the term of the agreement.

- 7.8 Topics that must be addressed, include but are not limited to, driver responsibilities and accountability, risk awareness associated with driving, how to interact with other roadway users, and how to manage the driving task.

**8.0 RECORD SECURITY AND SAFETY OF RECORD INFORMATION**

- 8.1 Applicants shall submit a security plan consistent with PennDOT's applicable ITPs (Information Technology Policies) with their application. These standards and policies are contained in ITPs and are posted at the Governor's Office of Administration's website.

A specific and comprehensive security plan must describe the method of security it intends to employ at each location for safeguarding equipment and supplies. Security plans must maximize the security potential and minimize the security risk at each site. PennDOT shall approve initial security plans and modifications made to those plans. PennDOT must approve any modifications to previously approved security plans prior to implementation. Department approval on routine maintenance is not required; however, routine maintenance should occur after normal business hours.

- 8.2 Records of course attendance and all Driver Improvement School records must be secured at each location (including individual results, weekly reports, monthly reports, and blank forms). For any records maintained in electronic format, any computer used must be encrypted and password protected.
- 8.3 Each Third-Party Driver Improvement School facility shall have and use an operational electronic security system in good working order.
- 8.4 PennDOT may require the Third-Party Driver Improvement School to modify alarm systems and security. The Third-Party Driver Improvement School shall make the needed modifications promptly at the Third-Party Driver Improvement School's expense.
- 8.5 If PennDOT determines the Third-Party Driver Improvement School's security measures are insufficient, it may require the Third-Party Driver Improvement School to implement additional security measures. The Third-Party Driver Improvement School shall implement the additional security measures as soon as possible. The Third-Party Driver Improvement School shall, in writing, notify PennDOT of receipt of the revised or additional equipment, and then notify PennDOT of the date the revised or additional requirement is implemented. Failure to provide written notice will constitute grounds for terminating the agreement.

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- 8.6 The Third-Party Driver Improvement School shall ensure employees without fingerprint-based Federal Bureau of Investigations criminal history check in place may not have access to or be able to view any material containing customers' driver records and personal information.
- 8.7 The Third-Party Driver Improvement School shall be required to shred all personal customer information before disposal, including customer addresses, driver information, social security numbers, screen prints, employee notes containing personal customer information, and discarded copies of completed forms. Alternatives to on-site document shredding may be used only with Department approval. Refer to PennDOT's record retention policy prior to discarding any program documentation.

**9.0 ONSITE INSPECTIONS AND AUDITS**

- 9.1 PennDOT, at its discretion, may make unannounced visits to observe and inspect Third-Party Driver Improvement School operations.
- 9.2 PennDOT shall have the right to conduct on-site inspections of the program as often as, and in the manner PennDOT deems necessary.
- 9.3 The examinations, inspections, and audits may be overt, covert, or a combination of both. Examinations, inspections, and audits include the following subjects:
- a. Records relating to the Third-Party Driver Improvement School Program.
  - b. Curriculum, procedures, practices, and operation.
  - c. Qualifications of Third-Party Driver Improvement School Instructors.
  - d. Employment records of Third-Party Driver Improvement School Instructors.
  - e. Effectiveness of the Driver Improvement School program by either:
    - i. Auditing a sample of drivers who have been instructed by a Third-Party Driver Improvement School or Third-Party Driver Improvement School Instructor to compare results; or
    - ii. Having PennDOT employees or its designee take the course from a Third-Party Driver Improvement School Instructor.
  - f. Any other aspect of the Third-Party Driver Improvement School's operation PennDOT determines is necessary to verify the Third-Party Driver Improvement School meets certification requirements and otherwise complies with the agreement.

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- 9.4 Failure to cooperate in good faith with examinations, inspections, and audits may be considered grounds for default and termination.

**10.0 QUALITY OF CUSTOMER SERVICE**

- 10.1 Customer service goals of timely and efficient processing, polite and courteous behavior, may be measured and evaluated by PennDOT using an on-line survey system or other system designated by PennDOT. A minimum quality rating of 4.5 (out of 5.0) is required. Should a rating under 4.5 occur, a management plan will be documented, approved by PennDOT, and immediately implemented. The Third-Party Driver Improvement School may be required to provide customer email addresses for this purpose.

**11.0 INFORMATION TECHNOLOGY POLICIES (ITPs)**

- 11.1 The Third-Party Driver Improvement School shall comply with applicable IT standards and policies issued by the Governor's Office of Administration. These standards and policies are contained in Information Technology Policies (ITPs) and are posted at the Governor's Office of Administration website.
- 11.2 The Third-Party Driver Improvement School is also required to comply with applicable Management Directives issued by the Governor's Office of Administration. These directives can be found at the Governor's Office of Administration website.

**12.0 BOND/ CERTIFICATE OF INSURANCE**

- 12.1 The Third-Party Driver Improvement School shall maintain with PennDOT a Performance Bond in the amount of \$150,000. The Performance Bond must be executed by a surety company authorized (by law) to transact business (with) in this Commonwealth. After notification of selections, the awarded applicant must secure a Performance Bond prior to execution of the contract. PennDOT will not issue a Notice to Proceed until the appropriate bond is in place. PennDOT may accept additional or alternative forms of security, as deemed appropriate by PennDOT.
- 12.2 The bond will specify the Driver Improvement Schools undertaken pursuant to the agreement will be administered in a manner satisfactory to PennDOT and the surety is responsible for costs and expenses up to the bond amount resulting from unsatisfactory performance including those relating to the instructing of drivers, as deemed necessary by PennDOT.

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- 12.3 The bond will be in the amount of \$150,000. If the amount is decreased, or if a final judgment is outstanding, the Third-Party Driver Improvement School 's certificate or agreement may be suspended or terminated until it restores the original bond amount.
- 12.4 The term of the bond shall commence on or before the date the Third-Party Driver Improvement School commences operation and will remain in effect through the first year of the agreement.
- 12.5 For each succeeding year of the agreement, the Third-Party Driver Improvement School shall provide PennDOT with a Continuation of Surety of the Original Performance Bond valid for the next agreement year, by mail or email. The Continuation of Surety should be received 60 days before the Performance Bond expires, but not later than 30 days after the Performance Bond expires. If the surety bond provides for automatic renewal, it will be deemed to comply with this requirement.
- 12.6 The bond will be for the use and benefit of PennDOT, including securing against losses incurred in negotiating checks or other instruments drawn by the Third-Party Driver Improvement School.
- 12.7 Failure to comply with these requirements shall be a material breach of the agreement and may be cause for default or termination. If the bond is terminated or becomes unenforceable, the Third-Party Driver Improvement School's certificate or agreement may be suspended or terminated until the Third-Party Driver Improvement School furnishes a substitute bond.
- 12.8 If the Third-Party Driver Improvement School is self-insured, an appropriate certificate will be filed with PennDOT.

**13.0 APPROVAL/CERTIFICATION BY PENNDOT**

- 13.1 Upon successful application, evaluation, and training, a Third-Party Driver Improvement School will receive a certificate from PennDOT. The 8 ½" x 11" certificate must be prominently displayed at the approved school facility granting the authority to conduct Driver Improvement School curriculum.
- 13.2 PennDOT may, at any time, require Third-Party Driver Improvement Schools recertify and Instructors to resubmit their qualifications to administer the curriculum.
- 13.3 Certification is invalid upon cancellation or decertification or when it is voluntarily relinquished by the Third-Party Driver Improvement School or Third-Party Driver Improvement School Instructor.

**14.0 NOTIFICATION REQUIREMENTS**

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14.1 Third-Party Driver Improvement Schools shall:

- a. Notify PennDOT's Driver Safety and Improvement Program Manager in writing within 72 hours of any change in:
  - i. The Third-Party Driver Improvement School's name or address.
  - ii. A change in the Third-Party Driver Improvement School's owner, chairman, president, vice president, senior vice president, chief executive officer, or chief operating officer.
  - iii. The Third-Party Driver Improvement School Instructors who are employed by the Third-Party Driver Improvement School.
- b. Notify PennDOT's Driver Safety and Improvement Program Manager in writing within 72 hours of any of the following occurrences:
  - i. The Third-Party Driver Improvement School ceases operations in Pennsylvania.
  - ii. The Third-Party Driver Improvement School is unable to comply with any of these requirements.
  - iii. Any time six (6) or more points are on a Third-Party Driver Improvement School Instructor's driving record.
  - iv. Any suspensions, revocations, recalls or disqualifications of a Third-Party Driver Improvement School Instructor's driver's license.
  - v. Any Third-Party Driver Improvement School Instructor failing to comply with any of these Department requirements.
  - vi. Notify PennDOT of any fraudulent activities, fraudulent documents, bribes, media inquiries, and any serious incidents where police are called.
- c. The Third-Party Driver Improvement School shall require Third-Party Driver Improvement School Instructors and any employee who is directly involved in the execution of the requirements of this agreement, to notify them if arrested for any criminal offense by the next business day after the arrest. The Third-Party Driver Improvement School shall furnish the facts of the arrest to PennDOT within 24 hours of being notified of the arrest.
- d. If Third-Party Driver Improvement School Instructors or other employees with access to PennDOT systems leave their employment, or otherwise terminates his or her association with the Third-Party Driver Improvement

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School, the Third-Party Driver Improvement School shall immediately notify PennDOT's Driver Safety and Improvement Program Manager. The notice will contain the following information:

- i. The name and address of the Third-Party Driver Improvement School.
  - ii. The name and address of the employee and Third-Party Driver Improvement School Instructor number if applicable.
  - iii. The date of and reason for termination of employment.
- e. Upon a report or information indicating a Third-Party Driver Improvement School employee or any person responsible for the operation, supervision or management of a Third-Party Driver Improvement School operation may be party to fraudulent use of equipment, materials, or information, the Third-Party Driver Improvement School shall notify PennDOT by phone and in writing within 24 hours. The Third-Party Driver Improvement School shall send an encrypted email to the Driver Safety and Improvement Program Manager through the resource account provided by PennDOT. Notice must contain the following information:
- i. The names, addresses, social security numbers and date of birth of suspected personnel.
  - ii. A list of times at which the suspected personnel has been or will be scheduled to perform the selected personnel's job duties.
  - iii. The names, addresses, and telephone numbers of the direct supervisors of the suspected personnel.
  - iv. A description of the nature of the suspected fraudulent activity.
  - v. A statement of the manner in which the Third-Party Driver Improvement School gained knowledge of the alleged fraudulent activity.
  - vi. The names, addresses, and telephone numbers of informants and other persons having knowledge of the alleged fraudulent activity; and
  - vii. Copies of reports, logs, or other written information that document, clarify, or assist in investigation.
- f. The Commonwealth may, upon receipt of proper written notice, investigate the reported activity. The Third-Party Driver Improvement School shall be the point of contact for the effective coordination of the investigation effort.

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- g. The Third-Party Driver Improvement School's authorization to operate the Third-Party Driver Improvement School facility may be suspended until the completion of an investigation. If fraudulent activity occurred, PennDOT may terminate the agreement.
- h. If there is a break-in, theft, fire, or vandalism, the Third-Party Driver Improvement School shall immediately notify PennDOT by telephone or fax, and shall provide to PennDOT a detailed, written account of the incident, within 24 hours.
- i. The Third-Party Driver Improvement School shall notify PennDOT immediately in writing of any charge made against a Third-Party Driver Improvement School Instructor as a result of a high-speed hearing or acquiring six points from a motor vehicle violation.

14.2 Third-Party Driver Improvement Schools shall ensure Third-Party Driver Improvement School Instructors:

- a. Notify the Third-Party Driver Improvement School in writing, within 72 hours of any of the following occurrences:
  - i. Any suspensions, revocation, recall or disqualification of their driver's license.
  - ii. Any time six points or more are on their driving record.

**15.0 TERMINATION CANCELLATION OR DECERTIFICATION OF THIRD-PARTY DRIVER IMPROVEMENT SCHOOLS AND THIRD-PARTY DRIVER IMPROVEMENT SCHOOL INSTRUCTORS:**

15.1 PennDOT may terminate an agreement for convenience with a Third-Party Driver Improvement School, or it may, for convenience, cancel or decertify a Third-Party Driver Improvement School or remove a Third-Party Driver Improvement School Instructor.

15.2 PennDOT may terminate a Third-Party Driver Improvement School's agreement or cancel or decertify a Third-Party Driver Improvement School or Third-Party Driver Improvement School Instructor for cause, which includes:

- a. Failure to comply with or satisfy any of the provisions or amendments or the Third-Party Driver Improvement School's agreement.
- b. Falsification of any records or information relating to the Third-Party Driver Improvement School Program.

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- c. Commission of any act that compromises or in any way impacts the integrity of the Third-Party Driver Improvement School Program.
  - d. If the Third-Party Driver Improvement School Instructor's operating privilege is suspended, revoked, recalled, or disqualified.
  - e. Unsatisfactory audit findings or failure to correct any discrepancies noted on an audit report.
- 15.3 If PennDOT determines grounds for termination or decertification exist for failure to comply with or satisfy any of these requirements or the Third-Party Driver Improvement School agreement, PennDOT at its discretion, may allow a Third-Party Driver Improvement School or Third-Party Driver Improvement School Instructor 30 days to correct a deficiency. If the deficiency is not corrected, a Third-Party Driver Improvement School may be decertified or terminated.
- 15.4 If, at the time of application, the applicant is charged with any offense that could result in a disqualifying conviction, which would result in the applicant being ineligible for certification, consideration of the application will be suspended until entry of a plea or verdict or dismissal of the charge.
- 15.5 If after the issuance of certification, a Third-Party Driver Improvement School is charged with any offense that a conviction for which would result in the charged person's ineligibility for certification, the certificate will be suspended pending disposition of the charge. If the person is convicted of the charge, the certificate will be revoked.
- 15.6 Any Third-Party Driver Improvement School or Third-Party Driver Improvement School Instructor may relinquish a certificate to PennDOT upon 30 days' notice to PennDOT. The Third-Party Driver Improvement School or Third-Party Driver Improvement School Instructor shall surrender to PennDOT the forms, manuals, or supplies PennDOT has furnished, including certification and certification cards.