



**APPLICATION FOR THE NASCLA
APPROVED ADMINISTRATION PROVIDER OR
ACCREDITED EXAMINATION PROVIDER**

Submit this application, as well as the required fee and documentation, to:

**Angie Whitaker, Executive Director
NASCLA
23309 N. 17th Drive, Building 1, Unit 110
Phoenix, Arizona 85027**

Additional Information regarding the Accredited Examination Program is available at www.NASCLA.org

Date of Application: _____

Applying for: _____ Approved Administration Provider
_____ Accredited Examination Provider

If applying to be a NASCLA Accredited Examination Provider, indicate the exam contractor category: _____

Testing Organization Name: _____

Principle Company Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Name/Title of the Person Responsible for Overall Testing Activities:

Address if different than above: _____

Phone: _____ Fax: _____

E-mail: _____

Name/Title of Individual who will be Responsible for Answering Questions and Providing Information regarding this Application (if same, so indicate):

Address if different than above: _____

Phone: _____ Fax: _____

E-mail: _____

NOTIFICATION & AGREEMENT

By submitting this Application to become either an Approved Administration Provider or an Accredited Examination Provider, and thereafter being recognized as such by NASCLA, the undersigned testing organization acknowledges and agrees to the following:

1. The testing organization will immediately notify NASCLA in writing if any of the following occur:
 - a. Any overall change in purpose, structure, key personnel, management, or activities that may impact the designated Provider status or the actual examination(s) and any possible impact the changes may have on NASCLA or states utilizing the testing organization;
 - b. For organizations requesting to become a NASCLA Approved Administration Provider, any substantive changes in examination administration procedures; and
 - c. For organizations requesting to become a NASCLA Accredited Examination Provider, any major changes in examination development procedures.
2. The initial approval period is a maximum of five (5) years. A re-evaluation is required prior to renewal for any subsequent period.
3. A NASCLA Accredited Examination Provider and/or a NASCLA Approved Administration Provider shall, at all times, maintain full compliance with recognized psychometric standards for test development and/or administration, specifically the Standards for Educational and Psychological Testing (1999) (the "Standards") as well as the most recent NASCLA Psychometric Criteria (2011). Where a conflict exists between the Standards and the NASCLA Psychometric Criteria, the NASCLA Psychometric Criteria should be followed.
4. If NASCLA discovers a breach of security in examination development and/or administration that affects the NASCLA Accredited Examination Program, NASCLA may take any action it deems necessary to protect the validity of its program, including withdrawing the testing organization's approval or accreditation status. The testing organization shall submit to NASCLA any information required to investigate a possible lack of compliance with the NASCLA Psychometric Criteria and the Standards. NASCLA reserves the right to require an additional audit. Any costs incurred for such audit shall be paid initially by NASCLA and reimbursed by the audited testing organization.
5. All materials submitted by the testing organization will remain confidential. The material related to the psychometric aspects of the approval process will be reviewed primarily by NASCLA's auditor, but may also be reviewed by the NASCLA Accredited Examination Committee. Financial information will be reviewed only by the NASCLA Special Review Committee to evaluate the financial component of this application.
6. The Psychometric Auditor shall be permitted access to all persons within the testing organization as well as all documents necessary to ensure that the testing organization is in compliance with both the NASCLA Psychometric

Criteria and the Standards. In addition to the information requested initially, NASCLA and/or its Psychometric Auditor reserves the right to request additional information as deemed necessary as part of the evaluation process. Failure to provide information requested may delay or jeopardize a testing organization's approval status.

7. Once a testing organization has an Accredited Examination, the organization will be required to sign the "NASCLA-Accredited Examination Provider Confidentiality Agreement" that stipulates the examination cannot be offered as anything but a "NASCLA Accredited Examination." Additionally, documents specified in the procedures will need to be submitted to NASCLA on a regular basis.

APPLICATION FEE

A testing organization may submit an application to become a NASCLA Approved Administration Provider and/or a NASCLA Accredited Examination Provider. A check, made payable to NASCLA in the amount of \$7,500.00, must be submitted with the initial application.

If a testing organization that has been granted status as one type of provider (Approved Administration Provider or Accredited Examination Provider) applies for status as the other type of provider within two years of the initial application, there is no additional fee. After two years from the initial application, a testing organization must submit an additional \$3,000.00 to have its documentation audited.

TEST ADMINISTRATION FEE

Each NASCLA Accredited Examination Provider shall remit to NASCLA ten dollars (\$10.00) for each NASCLA Accredited Examination administered. Payments should be made quarterly on a calendar year basis to the address shown at the front of this Application.

CHOICE OF LAW

Any dispute involving the relationship between a testing organization and NASCLA shall be governed by the laws of the State of Arizona.

INDEMNIFICATION

Each testing organization designated as either a NASCLA Approved Administration Provider or a NASCLA Accredited Examination Provider shall indemnify and hold NASCLA and its agents, employees, officers, directors and governing board harmless for, from, and against all claims, demands, liabilities, judgments, liens, encumbrances, costs and expenses including attorneys fees, (hereinafter "claims") to the extent said claims arise out of or are somehow related to any action or inaction on the part of the testing organization under this application and/or Agreement. Nothing in this paragraph

shall require the testing organization to defend or indemnify NASCLA from any claims resulting from NASCLA's sole negligence or willful misconduct.

CONFIDENTIALITY

NASCLA and the testing organization, including their respective agents and employees, if any, shall not disclose, release or in any way permit confidential information to be released to third parties or to become public except as otherwise required under this Agreement. Confidential information includes all communications, information and documentation by and between the parties as well as any supplied by either party. Confidential information does not include information that at the time of receipt is generally available in the public domain or thereafter becomes available to the public through no act of either party; or was independently known prior to receipt thereof or was discovered independently by an employee or agent of either party who had no access to the information supplied by an applicant under this Agreement; or was made available to either party as a matter of a lawful right by a third-party and which was not otherwise the subject of any limitation on disclosure. A breach of this non-disclosure obligation by a testing organization shall be deemed a material breach of this Agreement and may be grounds for termination of the testing organization's NASCLA status. The language of this paragraph shall survive the termination of this Agreement.

In addition, documentation marked "FINANCIAL RECORDS TO BE OPENED BY THE NASCLA SPECIAL REVIEW COMMITTEE ONLY", will be reviewed only by the committee members to help evaluate the financial component of the application and such information will be kept confidential from other members of the association and staff.

CONFLICT OF INTEREST

Please answer the following question: Yes or No.

_____ Does the testing organization, or any of its agencies, affiliates or divisions have any involvement in the preparation of materials for or the actual preparation of individuals to take this specific or a similar type of examination. If answered YES, please include an explanation of involvement.

STATEMENT OF UNDERSTANDING

On behalf of _____, I, the undersigned, attest that I
Insert Name of Testing Organization
have read, understand and acknowledge that failure to abide by the above requirements for initial and any renewal approval or the giving of false information or misrepresentation of the examination program may result in an ineligibility to participate, receive approval(s), or retain NASCLA’s Provider status pursuant to the Accredited Examination Program.

The NASCLA Accredited Examination Program promotes psychometric standards for examination development and administration of contractor licensing examinations. Testing organizations that voluntarily participate in the NASCLA Examination Program understand that by being granted status as either an Approved Administration Provider or an Accredited Examination Provider does not create any property or ownership right in that Provider status. The decision to grant or revoke Provider status is in the sole discretion of NASCLA.

NASCLA is hereby authorized to undertake any needed inquiries to verify any of the information provided by _____.
Insert Name of Testing Organization

Signature of Official Authorized to Apply: _____

Typed Name and Title of Official: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____ Date Signed: _____