

## **PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is entered into on May \_\_, 2024 ("Effective Date") by and between Ivy Tech Community College of Indiana, located at 50 W. Fall Creek Parkway North Drive, Indianapolis, IN 46208 ("ITCC" or "College") and Central Nine Career Center, located at 1999 US 31 South, Greenwood, IN 46143 ("C9").

**WHEREAS**, College employs certain individuals that are able to serve as proctors for testing, including skills testing and written testing, and including retesting;

**WHEREAS**, C9 desires for College to provide proctoring services at C9 for its High School and Adult Education CNA programs in exchange for the consideration set forth below;

**NOW, THEREFORE**, the parties, intending to be legally bound, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, do agree as follows:

### **1. SERVICES**

- a) College will arrange for qualified individuals to serve as online written and skills testing proctors for C9 ("Services").
- b) College and C9 will work together to determine mutually agreeable dates and times of Services to be provided.
- c) College will provide a qualified individual to provide the Services to C9 at C9 locations as long as C9 is able to provide an IDOH-approved lab for skills and computer workstations for computer-based written exam administration. See Appendix A: "Hosting a Test" for requirements regarding testing locations that apply.
- d) All existing application processing and scheduling timelines that are not specified in this agreement still apply.

### **2. PAYMENT**

C9 shall pay College for performance of the Services as follows ("Service Fees"):

- (a) Onsite skills and written testing: The fee per student being tested is \$75, with a minimum of eleven (11) testing candidates required. If fewer than eleven (11) written testing candidates are tested during any one testing session, C9 will pay College \$75 per slot to reach the minimum of eleven (11) testing candidates. The same fees shall apply for retesting both the written and the skills test. If the candidate only needs to retest one part of the test (written or skills) the fee will be \$65.
- (b) C9 shall pay Service Fees to College via credit card at least 72 hours prior to the date College is providing the Services to C9 via the online payment system.

### **3. TERM; TERMINATION**

3.1 The initial term of this Agreement commences on the Effective Date and continues in effect for two (2) calendar years from the Effective Date (“Term”). Thereafter, this Agreement may be renewed for successive one-year terms until terminated by either Party as specified below.

3.2 Either Party may terminate this Agreement, with or without cause, by providing the other Party with thirty (30) days’ prior written notice. In the event of a termination, C9 will be responsible for payment to College of all Service Fees reasonably incurred by College in performance of the Services as of the date of termination. Any Service Fees paid in advance by C9 for Services not performed as of the date of termination will be prorated and returned to C9.

#### **4. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be construed in accordance with and pursuant to the internal laws of the State of Indiana, without regard to choice of law rules. Further, the Parties agree that litigation initiated by either party concerning the interpretation or implementation of this Agreement shall exclusively be brought and litigated in a state court of competent jurisdiction in Marion County, Indiana, or in federal court of competent jurisdiction in the Southern District of Indiana.

#### **5. MISCELLANEOUS**

5.1 Neither party may assign this Agreement or any portion thereof without the express written consent of the other.

5.2 If the performance of any part of this Agreement is prevented or delayed by reasons of an act of God, act of war, act of terrorism, fire, governmental action, or any other cause beyond the performing party’s reasonable control, then that party will be excused from performance for the length of the prevention or delay.

5.3 The parties enter this agreement as independent contractors, and nothing herein shall be interpreted to create any agency, partnership, or joint venture between them.

5.4 If any term or condition of this Agreement is adjudged to be illegal, invalid, or inoperable, that illegality, invalidity, or inoperability shall not affect the remainder of this Agreement, its validity or enforceability.

5.5 The failure of either party to enforce a breach of this Agreement will not constitute a waiver of any future breach, whether similar or dissimilar in nature.

5.6 The parties agree that the terms and conditions of this Agreement are controlling and constitute the entire understanding and agreement between the parties regarding the subject matter hereof. This Agreement may not be modified or amended except by a written instrument executed by both parties.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**IVY TECH COMMUNITY COLLEGE**

**CENTRAL NINE CAREER CENTER**

By: \_\_\_\_\_

[NAME]

[TITLE]

Date: \_\_\_\_\_

By: \_\_\_\_\_

[Name]

[Title]

Date: \_\_\_\_\_

## Appendix A: Hosting A Test

IDOH approved training programs and facilities may be eligible to host testing for their candidates and others. Exam scheduling for all sites will be scheduled and approved by Ivy Tech Community College. It is not guaranteed that testing will occur at all teaching sites. The host facility must provide:

- A well-lighted, well ventilated, quiet space for written testing that does not interfere with resident activities.
- A lab set-up with all required equipment and supplies necessary for realistic skills performance.

If resident activities are conducted in the testing room, testing must be scheduled at an alternate time to accommodate the residents.

**Ivy Tech Community College reserves the right to refuse to test at any location which:**

- Is unable to provide space that does not interfere with resident programs.
- Permits interruptions in testing areas that may disrupt testing and breach candidate confidentiality.
- Will not meet policies and/or will not abide by the procedures necessary for testing.

### **Equipment and Supply List For Nurse Aide Skills Evaluation**

- **Signs:** for doors of testing rooms stating: "**Test In Progress**" and "**Do Not Enter**".
- **Volunteer "Resident":** Indiana Department of Health approved program director or instructor who will act as the resident during the testing department. The teaching entity may provide a mannequin if the teaching staff are not available.
- **Resident Unit:** call light or facsimile, privacy curtains, bed with side rails and pillow, overbed table, bedside stand
- **Infection Control:** sink, towels and dispenser, trash can, soap dispenser, gloves, soiled linen hamper, alcohol swabs
- **Bedmaking, Dressing:** two sets of linen including top and bottom sheets, pillow cases, spread, bath blanket, two gowns, slippers, large pants, and button front shirt
- **Ambulation/Transfer:** walker, wheelchair, stationary chair with arms

- **Bathing/Hygiene:** wash basin, soap, towels, washcloths, nail clipper, orange sticks, nail file, tooth brush, tooth paste, mouth swabs, petroleum jelly, lotion, emesis basin, mouthwash, glass, dentures, electric and safety razors, comb, mirror, hair brush
- **Elimination:** bed pan, fracture pan, toilet paper, urinal, urinary drainage bag, paper towels, graduated cylinder, I&O sheet, bedside commode
- **Vital Signs/Weight:** oral thermometer, sphygmomanometer, teaching stethoscope (dual), watch with second hand, access to scale
- **Nutrition/Hydration:** meal tray with utensils, menu card, cup or glass
- **Positioning/Safety:** heel or elbow protector with fasteners, four pillows, soft belt and vest protective devices with ties and manufacturer's guidelines (directions)

In most instances, an Ivy Tech field proctor will visit the site in advance for approval. Such visits will be coordinated in advance with the testing site.

#### **Off-Campus Facility Requirements for Nurse Aide CBT Written Evaluation**

- Training programs must maintain a distraction-free testing environment; anticipate outside factors that may divert the attention of examinees and take action to avoid these.
- Must be a private room, no other activities are taking place during the exam time.
- The climate of the testing room must be controlled to ensure a comfortable experience. Ideally, the temperature should be 70 degrees.
- Seating should be sturdy and comfortable.
- Inform the candidates that no items are allowed into the testing room and they should return all personal items to their car. If this is not possible, the candidates may be asked to store items out of the testing area.
- Items Not Allowed in the Testing Room: (This list is not all inclusive. Other items that are deemed to cause distraction to other candidates or put exam security at risk may be prohibited):
  - Watches, Fitbits, Cellphone, Backpacks, Purses, Wallets, Bags, Sunglasses, Food or Drink, Loose Change, Personal Scratch Paper, Pencils, Pens, Tissues, Hats, Earmuffs, Scarfs, Umbrellas, Medications (inhalers or diabetic items are exceptions), Personal Laptops, Keys, work ID badges
- Outerwear - Coats and jackets should be stored or hung up outside of the testing room.

- Items to be VISUALLY checked before a candidate is seated:
  - Glasses - Proctor must visually inspect the glasses of the candidate.
  - Jewelry - Solid or chunky jewelry must be visually inspected. Items that may cause noise or distraction must be removed.
  - Pockets of candidates must be emptied with all items out of the testing area.
- Inform the candidate that breaks are NOT permitted (unless an emergency) and they should take care of any personal business prior to starting the assessment.
- Seating must allow for 5 ft. between testing stations. If partitions are required, the training program is required to provide.
- The proctor must be located within the testing room and monitor candidates the entire exam session (walking the room).
- Cannot be the candidate's personal computer.
- Must have enough computers to test everyone at the same time
- The maximum number of candidates is 15 per one proctor.
- The minimum number of candidates is 11 for on-site testing.
- Candidates testing with accommodations must test on-campus.
- Each test center must provide on-site security or on-call security during all testing sessions.
- During the Pre-Test Instruction portion of the exam, the Program Director or Instructor may be present. At the onset of written testing however, the designated person will need to remove themselves from the testing room.

In all instances, an Ivy Tech Testing Services Manager must give prior permission for CBT testing and will visit the site in advance of approval.