

GENERAL PROCTORING RULES

- Proctors must agree to keep all Candidate information and exam question information strictly confidential and are required to sign a Confidentiality agreement.
- IAHSS allows only individuals who do not have a real or perceived conflict of interest to proctor the CHPA exam, and Proctors are required to sign a Conflict of Interest form.
- An IAHSS-approved proctor is required for each CHPA testing session.
- It is the responsibility of the Candidate to find an eligible proctor.
- Approval of an eligible proctor is at the discretion of the Commission on Certification.
- The proctor must agree to monitor the testing and ensure that the examination is administered according to all of the information contained in these guidelines.
- All exams conducted at the IAHSS annual AC&E will be proctored by individuals who meet all the Proctor Qualifications listed below.
- Proctors for exams conducted at other IAHSS-sponsored events must obtain approval from the IAHSS Commission on Certification.

PROCTOR QUALIFICATIONS

A proctor must meet at least one of the following criteria:

- Current CHPA and IAHSS member in good standing.
- Human Resources manager, education/training manager, or higher ranking manager outside the Candidate's chain-of-command.
- Administrator or faculty member of an accredited institution of higher education.

A proctor MAY NOT be one of the following:

- Anyone in the candidate's chain of command (i.e. boss) MAY NOT be the proctor.
- A relative MAY NOT be the proctor.
- An instructor of any CHPA study session MAY NOT be the proctor.
- An approved CHPA candidate who has not yet passed the exam MAY NOT be the proctor.

PROCTOR DUTIES

A proctor must act in an official capacity and execute the following duties:

- Be present during the entire testing time.
- Follow all written instructions provided by IAHSS, including computer and Lock Down Browser (LDB) instructions.
- Confirm the test environment meets the requirements and intent of these guidelines.
- Identify the Candidate by government-issued photo identification.
- Ensure the questions are not reproduced or retained in any form by anyone.
- Ensure Candidate does not have any paper & pen, books/other written materials OR other electronic devices in their possession during the examination.
- Ensure Candidate clicks to submit the exam before exiting the testing software.
- Ensure Candidate is aware there is a clock on exam screen. Proctor should NOT give any verbal time warnings.



Certified Healthcare Protection Administrator (CHPA) Exam Candidate and Proctor Guidelines

CANDIDATE TESTING RESPONSIBILITIES

- The Candidate must attend to any childcare, travel, lodging, and other personal matters before the examination begins.
- A Candidate with a disability, language, or reading concern must contact the Commission on Certification before registering for a testing session to discuss suitable accommodations or alternative test taking methods.
- Examination questions are not to be written, copied, reproduced, or retained in any form by anyone.
- Any deviation from these guidelines and specific instructions provided by the proctor may invalidate the examination.

PROCESS / TIMELINE

- The proctor must complete the Proctor Agreement form at least two weeks prior to the anticipated testing date and submit it to the following email address: nancy@iahss.org.
- The password and access instructions will be sent by e-mail to the proctor within three (3) business days of the scheduled exam
If it is necessary to change or cancel the examination date, please notify IAHSS 24 hours in advance of the scheduled date. Failure to do so will result in a \$100.00 change fee to the Candidate.
- The day of the test, the proctor will provide the login information to the Candidate.
- The Candidate will learn his/her score at the conclusion of the test.
- Written test results will follow via US Mail.



Certified Healthcare Protection Administrator (CHPA) Exam Candidate and Proctor Guidelines

Candidate:

(For multiple testing candidates, please attach additional sheet(s) with Candidate only section completed.)

Name _____ Email _____

Address _____
Number/Street City State/Zip

Date of CHPA Exam _____ Time _____
(Must be between 8:00am – 2:00pm Central Time)

Candidate Signature _____

By signing above the Candidate confirms he/she has read, understood and agrees to all requirements as set out in the terms of the CHPA Candidate and Proctor Guidelines.

Proctor:

Name _____

Title _____ Organization _____

Address _____

City/State/Zip Code _____

Email _____

Telephone _____

Proctor Signature _____

By signing above the Proctor confirms he/she has read, understood and meets the criteria as set out in the terms of the CHPA Proctor Guidelines. The Proctor also confirms that the exam will be administered in strict accordance with the CHPA Proctor Guidelines. If it is necessary to change or cancel the examination date, please notify IAHSS 24 hours in advance of the scheduled date. Failure to do so will result in a \$100 change fee to the Candidate.

Please send the completed Proctor Agreement Form to IAHSS **at least two (2) weeks prior to the exam date** at the following email address: nancy@iahss.org. On behalf of the Commission on Certification, thank you for agreeing to be the live-exam Proctor. Please contact us if you have any questions or concerns regarding the CHPA Proctor Guidelines:

IAHSS
Commission on Certification - CHPA Proctor
8420 W. Bryn Mawr Avenue, Suite 1020
Chicago IL 60631
Tel: 630-529-3913 Fax: 630-529-4139

Office Use Only

Date Received _____ Reviewed/ Approved by _____

To be signed by the Proctor

I. IAHSS Recipient Confidentiality Agreement

This Confidentiality Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____ by the International Association for Healthcare Security & Safety (IAHSS), an Illinois non-profit corporation, (hereinafter referred to as “Disclosing Party”) and _____, (hereinafter referred to as “Recipient”).

Recipient shall receive information from Disclosing Party through his/her relationship with Disclosing Party, including but not limited to Confidential Information and trade secrets as discussed herein. Accordingly, the parties agree to enter into a confidential relationship with respect to the disclosure of the information concerning Disclosing Party and its activities, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Recipient and Disclosing Party agree as follows:

1. Confidential Information.

Recipient acknowledges and agrees that he/she will have access to and will obtain and be entrusted with Confidential Information belonging to Disclosing Party that is in the possession, ownership, or control of Disclosing Party or its employees, agents or representatives.

Recipient acknowledges and agrees that Confidential Information includes but is not necessarily limited to: the format, content, and answers to examinations offered by Disclosing Party; all written / printed / electronic materials created and/or published by Disclosing Party; hand-outs; PowerPoint presentations; methods of conducting business including marketing methods, marketing materials, and other information of this nature regarding the operation and administration of Disclosing Party; future business ideas and other planning; marketing and selling techniques; future marketing methods; information regarding projects being worked on in draft form and which are not in final; compilations or databases of customer, member and business account information; personnel resources; sales and financial data, sales figures, and pricing information; profit margins; business methods; business activities; personal and contact information pertaining to employees, members and/or registrants; advertisements; new programs or partnerships and/or markets; legal documents; tax data and information; research documents; and other information regarding the operation and administration of Disclosing Party (referred to collectively as “Confidential Information”).

Recipient acknowledges and agrees that the Confidential Information he/she has been provided, or will be provided in the future, belonging to Disclosing Party was, is and will be developed by and/or for Disclosing Party through substantial expenditure of time, effort and money. Recipient also acknowledges and agrees that the Confidential Information is essential for the continued success of Disclosing Party and that Disclosing Party has used reasonable efforts to maintain this information as confidential.

Recipient shall take all reasonable measures to prevent the disclosure of Confidential Information in violation of this Agreement. Recipient agrees that he/she will keep in strict confidence and will not, during his/her relationship with Disclosing Party or for five years following voluntary or involuntary termination of said relationship, for any reason, whether directly or indirectly, disclose, furnish, disseminate, reveal, report, publish, transfer, make available, use or permit to be used in any manner any Confidential Information learned, used or accessed during the duration of Recipient's relationship with Disclosing Party. Recipient shall not use Confidential Information for his/her own benefit or publish, copy or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

Recipient agrees not to participate in the development or delivery of educational/training resources designed to prepare the candidate for the CHPA certification exam during service and for a period of five years after service has ended.

Recipient agrees that retaining or using the Confidential Information in violation of this Agreement shall constitute a misappropriation of Disclosing Party's Confidential Information and a material violation of this Agreement.

Nothing in this Agreement waives or dilutes the Disclosing Party's rights under the Illinois Trade Secrets Act, Ill. Stat. § 765 ILCS 1065.

2. Intellectual Property.

Recipient shall not develop any invention, idea, design or other intellectual property based on Disclosing Party's Confidential Information, and no license or right of any kind is given to Recipient with respect to the Confidential Information, including, but not limited to any license or right under any patent, copyright, trade secret, trademark, mask work or other intellectual property right of Disclosing Party.

Recipient acknowledges that he/she has obtained no ownership or other rights in any of Disclosing Party's Confidential Information. Recipient agrees to hold all Confidential Information that has been or may be disclosed in trust and

confidence for Disclosing Party. Recipient acknowledges that Disclosing Party holds the copyright on all examinations offered by Disclosing Party.

Recipient acknowledges that copying, publishing, distributing, performing, publicly displaying, or making a derivative work of Disclosing Party's Confidential Information constitutes infringement under the United States Copyright Act, Title 17 of the United States Code.

Recipient agrees that the special, unique, unusual, and extraordinary character of Disclosing Party's Confidential Information, including the format, content, and answers to examinations, gives Disclosing Party's Confidential Information a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and that an infringement of copyright or other proprietary rights in Disclosing Party's Confidential Information or other breach of this Agreement by Recipient will cause Disclosing Party irreparable injury and damage. Recipient expressly agrees that Disclosing Party shall be entitled to injunctive and other equitable relief in the event of infringement of Disclosing Party's copyright or other proprietary rights in Disclosing Party's Confidential Information or other breach of this Agreement by Recipient. Recipient acknowledges that Disclosing Party's resort to equitable relief shall not be construed to be a waiver of any other rights or remedies that Disclosing Party may have for damages, including, but not limited to damages for copyright infringement under Title 17 of the United States Code.

3. Permitted and/or Required Disclosure.

Recipient may disclose Disclosing Party's Confidential Information if and to the extent that such disclosure is required by a court or government authority of competent jurisdiction, provided that Recipient provides Disclosing Party reasonable notice and an opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure. Recipient agrees to promptly contact the Disclosing Party's Executive Director.

4. Exclusions.

Notwithstanding anything contained in this Agreement to the contrary, Confidential Information shall not include information or material that (a) is or becomes publicly known through no wrongful act of the Recipient; (b) Recipient can demonstrate was independently developed by Recipient without use of or reference to the Confidential Information; or (c) is lawfully received by Recipient in good faith from a third party who is under no obligation of confidentiality, or any other contractual, legal or fiduciary obligation of confidentiality with Disclosing Party.

5. Ownership and Return of Confidential Information.

All Confidential Information provided by Disclosing Party to Recipient pursuant to this Agreement is and shall remain the property of Disclosing Party. All tangible materials in Recipient's possession or control embodying or reflecting all or any part of the Confidential Information, and any copies thereof, shall be promptly returned to Disclosing Party or destroyed upon written request by Disclosing Party. In the case of destruction, Recipient shall provide evidence to Disclosing Party that such destruction has been carried out. Any and all digital and electronic reproductions of the Confidential Information shall be permanently deleted.

6. Right to Injunction.

Recipient acknowledges and agrees that monetary damages for any breach or threatened breach of this Agreement by Recipient may be inadequate, and that such breach or threatened breach by Recipient could constitute and cause immediate irreparable harm to Disclosing Party. Therefore, Recipient agrees that in the event of a breach or threatened breach, in addition to and in not in lieu or limitation of any right or remedy available to it, Disclosing Party shall be entitled to immediate injunctive relief, or decree of specific performance of this Agreement, without the necessity of showing any actual irreparable injury or special damages or posting a bond or other security.

Recipient also agrees that in the event any dispute arises under this Agreement, Disclosing Party shall be entitled to recover from Recipient all of the costs and expenses, including reasonable attorney's fees, Disclosing Party expends to enforce any portion of this Agreement.

7. Disclaimer.

Neither party makes any representation or warranty, express or implied, as to the accuracy and completeness of the content of the Confidential Information. The Disclosing Party shall not assume any responsibility for any damage caused by use of the Confidential Information disclosed or provided under this Agreement.

8. Term.

Recipient acknowledges and agrees his/her obligations under this Agreement shall continue after the cessation of the transaction(s) and/or termination of relationship between Recipient and Disclosing Party for any reason.

9. Assignment.

This Agreement shall be binding upon the parties, their successors and assigns. Recipient acknowledges and agrees that he/she may not assign any rights or obligations he/she has under this Agreement without Disclosing Party's prior written consent.

10. Waiver.

No delay or omission by Disclosing Party to exercise any right or power occurring upon any noncompliance or default by Recipient with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Disclosing Party of the covenants, conditions, or agreements to be performed by Recipient shall not be construed to be a waiver of any subsequent breach by Recipient.

11. Formal Agreement.

Nothing contained in this Agreement shall obligate Disclosing Party to disclose any Confidential Information or to enter into a formal agreement to pursue business opportunities or consummate a transaction with Recipient.

12. Entire Agreement.

This Agreement constitutes the entire agreement of the parties and there are no other agreements or understandings, oral or written, between them with respect to the subject matter of this Agreement. No amendment, change or modification of this Agreement shall be valid unless in writing signed by both the Executive Director of Disclosing Party and Recipient. Oral amendments are not binding.

13. Governing Law.

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Illinois, without regard for conflicts of law doctrine. Any action to enforce the provisions of this Agreement shall be instituted in a court of competent jurisdiction in the State of Illinois, and Recipient expressly consents to the personal and subject matter jurisdiction of such courts for the purpose of such action.

II. IAHSS Conflict of Interest Disclosure Statement

IAHSS Commission on Certification Members, Subject Matter Experts and Exam Proctors (hereinafter referred to as "Recipient") have a responsibility to avoid conflicts of interest and to act at all times in the best interests of IAHSS and its stakeholders. The purpose of the conflicts of interest policy (set forth below) is to help inform Recipients about what constitutes a conflict of interest, assist them in identifying and disclosing actual and potential conflicts, and help ensure the avoidance of conflicts of interest where necessary.

This policy may be enforced against these aforementioned individuals as described herein:

1. Recipients agree to conduct themselves without conflict to the interests of IAHSS and its stakeholders. In their capacity as IAHSS volunteers, Recipients must subordinate personal, individual business, third-party, and other interests to the welfare and best interests of IAHSS and its stakeholders.
2. A conflict of interest is a transaction or relationship which presents or may present a conflict between Recipient's obligations to IAHSS and Recipient's personal, business or other interests.
3. All conflicts of interest are not necessarily prohibited or harmful to IAHSS. However, full disclosure of all actual and potential conflicts, and a determination by the disinterested IAHSS Ethics Committee (with any affected party or parties recused from such deliberations) are required.
4. All actual and potential conflicts of interests shall be disclosed by Recipients to the disinterested IAHSS Ethics Committee through the initial disclosure form and/or whenever a conflict arises. The disinterested IAHSS Ethics Committee shall make a determination as to whether a conflict exists and what subsequent action is appropriate (if any). The IAHSS Ethics Committee shall retain the right to modify or reverse such determination and action, and shall retain the ultimate enforcement authority with respect to the interpretation and application of this policy.
5. At the beginning of the term of service as a Commissioner, subject matter expert, or proctor, Recipient shall be provided with a copy of this policy and required to complete and sign the acknowledgment and disclosure form below. All completed forms shall be provided to and reviewed by the IAHSS Ethics Committee, as well as all other conflict information, if any, provided by Recipient.

CONFLICTS OF INTEREST ACKNOWLEDGMENT AND DISCLOSURE FORM

I have read the conflicts of interest policy set forth above and agree to comply fully with its terms and conditions at all times during my IAHS&S volunteer service. If at any time following the submission of this form I become aware of any actual or potential conflicts of interest, or if the information provided below becomes inaccurate or incomplete, I will promptly notify the IAHS&S Executive Director in writing.

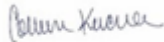
Disclosure of Actual or Potential Conflicts of Interest:

IN WITNESS WHEREOF, the parties have caused this Entire Agreement, consisting of I. Confidentiality Agreement and II. Conflict of Interest Statement to be executed by Recipient and Disclosing Party, effective as of the date written above.

International Association for Healthcare
Security & Safety (IAHS&S)

Name: **Colleen Kucera**

Signature:



Title: **Executive Director**

Recipient

Name: _____

Signature: _____

Title: _____