

**Letter of Agreement Between the  
American Association of Veterinary State Boards  
and the Wyoming Veterinary Technician Association**

**Purpose:**

The American Association of Veterinary State Boards of 380 West 22<sup>nd</sup> Street, Suite 101, Kansas City, Missouri 64108 (hereinafter called AAVSB) has developed, administers and maintains the Veterinary Technician National Examination (VTNE or examination(s)) intended to be used in conjunction with the credentialing of veterinary technicians at various designations, and has developed procedures for administration, scoring and maintenance thereto all in conjunction with its test vendor. The examination is made available to non-regulated jurisdiction association. The current fee charged by AAVSB to examination candidates is \$300. AAVSB reserves the right to adjust this examination fee so long as it provides reasonable notice of any such modification to impacted parties. Candidates pay examination fees directly to the AAVSB in United States dollars and under policies and procedures set forth by the AAVSB.

**Statement of Work:**

The AAVSB owns the examinations and the relevant data generated therefrom, including the intellectual property rights, subject to the delivery of services described in this agreement. In order to provide for the orderly use of the examinations and to protect their integrity, security, and the AAVSB copyrights, it is necessary that an agreement be entered into between the AAVSB and each non-regulated jurisdiction association which elects to use the examinations. This letter shall be deemed to set forth the terms and conditions of the agreement between the AAVSB and the Wyoming Veterinary Technician Association, PO Box 34, Cody, Wyoming, 82414 (hereinafter called the Agency). In consideration of the mutual covenants, promises, and agreements contained herein, the parties do hereby agree as follows.

**1. The AAVSB, or its testing vendor shall:**

A. Provide in a timely manner informational material regarding the VTNE and appropriate instruction forms for application for the examination. Availability of such materials may be provided via the AAVSB website.

B. Be responsible for: (i) ensuring test sites shall be located throughout the United States and Canada in locations reasonably intended to provide access to candidates and (ii) frequency of examination administrations or testing windows shall be candidate-volume driven and may be modified to meet the demand.

C. Be responsible for a program to determine eligibility for examination under policies and procedures established by the AAVSB. For non-regulated jurisdiction associations, the AAVSB eligibility policy states that a VTNE candidate must be a graduate of a veterinary technology program accredited by the American Veterinary Medical Association (AVMA) or Canadian Veterinary Medical Association (CVMA). The AAVSB shall send an electronic confirmation to examination candidates who meet all eligibility requirements for taking said examination.

D. Establish the examination dates and frequency reasonably necessary to meet the demands of candidates for examination. The AAVSB shall establish the modality of examination administration, using current technologies and testing standards. The VTNE shall be electronically administered in annual testing windows scheduled for March 15 through April 15, July 15 through August 15, and November 15 through December 15. AAVSB reserves the right to modify these testing windows to ensure the VTNE is reasonably available to candidates.

E. Process and score examinations for each candidate and electronically report scores to the Agency in a timely manner after the close of each testing window. Such score reports shall be in a format determined by the AAVSB. The Agency shall not provide score report information to candidates or third party entities.

F. For a period of time up to forty-five (45) days after receipt of the official report to the Agency by the AAVSB of the score of a particular candidate, and receipt of the written request of the Agency or candidate and payment of the applicable fee, manually rescore, regrade, and/or recheck answers of any designated candidate. The fee for rescoring, regrading, or rechecking of examination results shall be paid in advance by the requesting candidate.

G. Upon reasonable request by the Agency, provide consultation on interpretation of scores, subject to such security requirements as adopted from time to time by the AAVSB.

H. Subject to Paragraph Number 3(J) of this agreement, admit to re-examination those persons who register, pay the required re-examination fee, and have been approved for re-examination. Provided, however, a candidate shall not be scheduled for retaking a failed exam sooner than ninety (90) days from the most recent administration to such candidate.

I. Set the passing score for the VTNE designed to determine candidates who have established entry level competence.

## **2. General**

A. All materials, including examinations, data, items, statistical analysis, and other relevant materials shall be and remain the property of the AAVSB.

B. Compensation for the test administration services provided by the AAVSB under the terms of this Agreement shall be paid solely by the candidates. Candidates shall submit the examination fees directly to the AAVSB in United States Dollars under policies and procedures established from time to time by the AAVSB.

C. It is agreed that this Agreement is personal to the parties named herein and that no assignment or transfer to anyone shall be made without prior written approval of all parties. Both parties recognize the use by AAVSB of a test vendor and acknowledge such use as appropriate under this Agreement. The test vendor may from

time to time be evaluated and subject to change. The Agency shall be notified of any such change.

D. This Agreement shall be governed by the laws of the jurisdiction of Missouri, both as to interpretation and performance.

E. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the jurisdiction where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

F. This Agreement may be executed in counterparts, each of which may be considered an original copy, introduced into evidence, or used for any purpose without the production of others.

G. The period of this Agreement shall be from January 1, 2016 and continue through December 31, 2016. Unless notified in writing by either party at least sixty (60) days prior to any termination date, this Agreement shall terminate after a twelve (12) month period. This Agreement may be terminated without cause by either party upon ninety (90) days prior written notice. Upon any such termination, the parties shall endeavor in an orderly manner to conclude any ending activities thereunder. Upon the expiration of any legally required holding period, all of the above materials still retained by the Agency shall be returned to AAVSB by secure means.

H. To the extent applicable, the AAVSB shall be responsible for compliance with any and all applicable federal, state, and local legislation, including, but not limited to, laws related to candidates with disabilities.

The AAVSB will make any necessary determinations under disabilities laws as they apply to services to be rendered under the Agreement.

All parties to this Agreement acknowledge and recognize that it is essential that the examinations be maintained and administered under secure conditions, and that examination administration accommodations may not alter the ability of the examination to test minimum competencies (validity issues). Therefore, the AAVSB will determine reasonable accommodations under disabilities laws, which may affect such conditions.

In the event the AAVSB determines that an accommodation request is not reasonable because of security and/or validity issues, and, should the matter be contested by the candidate, the AAVSB shall provide professional advice, consultation, and legal assistance in support of such decisions.

I. The parties agree and acknowledge the policies and procedures which are adopted from time to time by the AAVSB. Such policies and procedures that impact upon the examination program are attached hereto as Exhibit A and incorporated in this Agreement and include the AAVSB policy related to retaking the examination after an unsuccessful attempt. These policies and procedures are subject to change by the AAVSB at its sole option. While not attached to this Agreement, other AAVSB policies and procedures do exist. The AAVSB will keep the Agency informed of any such policies and procedures and changes thereto.

J. The Agency agrees to provide credential and disciplinary information to the AAVSB in the format requested by the AAVSB's Veterinary Information Verifying Agency (VIVA) services for the AAVSB database. The requested data will be provided on a quarterly basis to the AAVSB in the designated format.

K. The AAVSB will provide continuing education information from veterinary technician professionals utilizing the AAVSB's Veterinary Continuing Education Tracking (VCET) services. This data will be made available to the Agency if authorized by the AAVSB.

### **3. Administrative Services Compensation & Payment**

As one element of compensation for the AAVSB administrative services set forth in this agreement and attachments, the Agency agrees to pay the AAVSB an annual administrative fee of two hundred fifty dollars (\$250.00) at the time of the signed agreement. The administrative fee shall act as consideration for the scope of work responsibilities performed by the AAVSB including VTNE eligibility and special accommodations review, providing official VTNE score reports and score transfer reports.

### **4. Examination Irregularities**

Under any circumstance, the parties recognize and acknowledge that the AAVSB reserves the right to investigate alleged irregularities in the examination, application, administration, and scoring processes. When merited as determined solely by the AAVSB, including the necessity to protect the validity and security of the examination, the AAVSB may withhold and/or invalidate any examination score pending the completion of its investigation. After investigation and where deemed merited, the AAVSB may also invalidate, require to retest or impose any other adverse action determined appropriate by the AAVSB to protect the integrity of the examination program. The AAVSB agrees to timely notify the relevant Agency of irregularity allegations and, to the extent permitted by law and necessary to meet the legal requirements, cooperate with such Agency in remedying matters at the administrative level in the impacted jurisdiction(s).

## **5. Examination Defensibility**

The VTNE is developed, administered, scored, and maintained using current testing industry standards intended to ensure its legal defensibility if challenged. In the event of a challenge related to the legal defensibility of the VTNE, the AAVSB shall, at its expense, provide the data and expertise to validate and defend the examination. In such event, the parties agree to cooperate in good faith to defend the VTNE, the conclusions from examination results, and ultimate credentialing decision made by the Agency.

## **6. Force Majeure**

Neither party shall be responsible for any resulting loss if the fulfillment of any of the terms of this Agreement is delayed, compromised, or prevented by riot, war, national emergency, flood, fire, act of God, statutory or regulatory enactment, or such event beyond the reasonable control of the affected party, provided said party takes all reasonable steps to prevent a delay or failure to perform and to remedy same if, and as, promptly as reasonably possible.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their properly authorized personnel on the day indicated.

**American Association of Veterinary State Boards**

By: \_\_\_\_\_  
James Penrod, CAE, FASLA, Executive Director

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

**Wyoming Veterinary Technician Association**

By: \_\_\_\_\_  
Kati Martin, President

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

## EXHIBIT A

### **VTNE Exam Administration Policy**

Approved by the AAVSB Board of Directors on 02/19/09, and effective immediately

The American Association of Veterinary State Boards (AAVSB) is responsible for the development, administration, and maintenance of the Veterinary Technician National Examination (VTNE) used by many licensing jurisdictions as one criterion in the licensure process of veterinary technicians. The VTNE is also relied upon by certain private sector certification entities as one criterion in such certification process. AAVSB is aware of its important role in assisting veterinary boards and certifying entities protect the public through the enforcement of laws applicable to the regulation of the practice of veterinary medicine and veterinary medicine technology. As the owner of the VTNE, AAVSB is responsible for the defensibility of the program and undertakes all reasonable measures to assure the integrity of all aspects of the VTNE, including its development, administration, and maintenance.

AAVSB recognizes the essential role the VTNE plays in the licensure and certification process. AAVSB also acknowledges the importance of the validity and integrity of the VTNE and that psychometricians and the statistical community may differ on the necessity for limitations on the number of and time intervals between exam administrations. Based upon advice regarding legal issues and statistical analyses, AAVSB hereby adopts the following regarding multiple administrations of the VTNE and will ensure placement of this language in relevant contracts and conspicuously on applications to sit for the exam and other candidate materials where deemed necessary by AAVSB.

1. The AAVSB Board of Directors reserves the right to determine how often the VTNE will be administered or made available for administration, taking into consideration its use in the licensure processes and the impact of applicable laws.
2. Examinees who fail the VTNE must wait at least 91 days before retaking the exam.
3. No examinees shall be allowed to sit for the VTNE more than 3 times during any one calendar year.
4. Examinees who have failed the VTNE 5 times and want to take the exam again, must seek and be granted approval of the AAVSB prior to each subsequent time they wish to take the exam after their 5<sup>th</sup> attempt.
5. The AAVSB Board of Directors shall adopt guidelines addressing the factors to be considered in addressing candidates under section 4 above which shall, at a minimum, include approval from the licensing board or certification entity, whichever is applicable, and all remedial measures undertaken by the candidate since the first administration.
6. The candidate shall have the burden of substantiating compliance with AAVSB policies adopted under section 5 above.
7. The AAVSB Board of Directors reserves the right to charge a reasonable administrative fee (in addition to customary application/examination fees) for candidates exercising rights under sections 4, 5, and 6 above.
8. The AAVSB Board of Directors reserves the right to deny candidates the right to sit for the VTNE, including the right to permanently deny such access.
9. The AAVSB Board of Directors reserves the right to modify this policy.