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PEDIATRIC NURSING  
CERTIFICATION BOARD

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## ICAP AGREEMENT TO PARTICIPATE

This agreement, made this \_\_\_ day of \_\_\_\_\_, 2010, by and between the Pediatric Nursing Certification Board (hereafter referred to as "PNCB") and \_\_\_\_\_, a hospital in \_\_\_\_\_, \_\_\_\_\_, hereafter referred to as "Hospital". PNCB and Hospital are referred to collectively as "the Parties."

Whereas:

The Parties wish to participate in the PNCB's Institutional Competency Assessment Plan (ICAP™), a program whereby the PNCB provides certification examination administration for hospital nurses.

**The Parties hereby agree:**

**I. The term of this Agreement shall be from \_\_\_\_\_, \_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_, unless otherwise terminated as specified under the terms of Section V.**

**II. Hospital agrees to:**

**A. Enroll a minimum of 15 Certified Pediatric Nurse (CPN®) examination candidates per 12-month period of participation and schedule 2 or more PNCB on-site paper-pencil examination offerings during the 12-month period of participation, effective from the date of signing by both parties.**

1. Complete, for each examination offering, a PNCB "On-site Exam Agreement to Offer." A sample Agreement to Offer is included as Appendix A to this Agreement.
2. If a nurse candidate is unable to participate in a paper-pencil PNCB on-site offering, he or she may complete testing through the PNCB's computer-based testing process, which would take place a PNCB-authorized CBT testing location.

**B. Review examination candidate roster each week.**

1. Hospital's Chief Proctor shall review all nurse candidates and shall notify the PNCB of any discrepancies as soon as possible. All candidate rosters must be finalized 8 days before the scheduled exam date.
2. Hospital shall name a Chief Proctor, and shall provide the name and contact information of that individual to PNCB within 30 days of signing of this Agreement.

**C. Complete payment for all successful exam candidates within 30 days of receipt of PNCB's invoice.**

1. The cost for each exam shall be \$295, regardless of method of administration (on-site or computer-based).

**D. Pay \$75 for each nurse candidate who applies for the computer-based examination using the hospital's charge code yet fails to show for their scheduled exam or fails to schedule an examination within their assigned 90-day testing window.**

1. Candidates will be allowed to reapply for CPN testing only one time within 12 months. It is the candidate's responsibility to contact the PNCB to determine their eligibility status.

**III. PNCB agrees to:**

**A. Pay all shipping costs for PNCB On-site examinations.**

1. Provide for secure FedEx mailing of all examinations to and from Hospital.

**B. Invoice Hospital for all nurses who pass PNCB exams and candidates who fail to take the computer-based exam within their 90-day testing window.**

1. Candidates who fail the exam shall be allowed to retest one-time at no cost. Eligible candidates may take a PNCB exam as many as three times within the 12-month ICAP agreement; however a third test within a 12-month period will require upfront payment of \$295 from the candidate.

**C. Provide weekly reports of all candidates who have registered using the hospital's charge code.**

1. Reports shall include the name of the candidate, date of application, type of exam applied for (on-site or computer-based), and date of expiration of 90-day testing window (for computer-based exams).

**D. Provide customized reports profiling candidates' exam performance at no cost to Hospital.**

1. Aggregate (pass/fail) score reports profiling the performance of Hospital's nurses shall be provided after each PNCB On-site exam.
2. PNCB shall respond to requests for additional descriptive profiles.

**E. Include Hospital on PNCB's Job Connect webpage.**

1. The PNCB shall feature Hospital name and logo on PNCB's Job Connect webpage. This webpage provides a direct link to Hospital's job search webpage.
2. A Job Connect profile form is attached to this Agreement as Appendix B.

**F. Offer PNCB preparatory aids for exam candidates.**

PNCB shall offer CPN Exam Prep, an online practice test to familiarize candidates with the presentation of CPN Exam questions, which awards 5 continuing education contact hours on completion, at request of Hospital, at a cost to Hospital of \$50 per nurse.

**G. Offer PNCB's Institutional Certification Maintenance Plan (ICMP™).**

1. PNCB shall offer Hospital the opportunity to enroll in the ICMP to assist the hospital in managing reimbursement of recertification fees.

**H. PNCB shall discount fees for computer-based testing for Hospital to match the fees for on-site exams.**

**IV. Additional terms**

A. Entire agreement. This Agreement, together with any attachments, sets forth the entire Agreement among the parties with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Agreement, are of no force or effect.

B. Amendments. Except as otherwise expressly stated herein, this Agreement may not be amended except by a writing signed by the parties.

C. Multiple originals. This Agreement shall be executed in multiple originals, one for each of the parties hereto, each of which, shall together, constitute and be one and the same instrument.

D. Certification Regarding Debarment. The parties certify, to the best of their knowledge and belief, after due inquiry using industry standards, that the parties and/or any of their principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency. During the term of this Agreement, the parties shall provide immediate written notice to the other parties if any party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. In the event any party's certification is or becomes erroneous, the other party may terminate this Agreement immediately upon notice.

E. Compliance. During the term of this Agreement, the parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations

hereunder (the “Applicable Laws and Standards”). The Applicable Laws and Standards shall include, but not be limited to, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the requirements of the Department of Health (“DOH”), The Joint Commission and the National Committee on Quality Assurance (“NCQA”), as applicable.

F. Indemnification. Each party agrees to protect, indemnify, and hold harmless the other party and their agents, employees, directors and affiliates from and against any and all damages, injuries, claims, liabilities and costs (including attorneys’ fees), which may be suffered or incurred under this Agreement, as a result of a breach of this Agreement, or the negligent or intentional acts of the indemnifying party, its employees, agents, consultants, or subcontractors. Said indemnity is in addition to any other rights that the indemnified party may have against the indemnifying party and shall survive the termination of this Agreement.

G. Independent Entities. None of the provisions of this Agreement shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. None of the parties have any express or implied rights nor authority to assume nor create any obligation or responsibility on behalf of or in the name of the other party, except as may otherwise be set forth in this Agreement.

H. Insurance. Each party agrees to maintain during the term of this Agreement, at its own cost and expense, insurance coverage in amounts consistent with industry standards and necessary and reasonable to insure itself and its employees and agents against any claims of any nature, which may arise from performance of its duties and responsibilities under this Agreement. If any such insurance coverage is on a “claims-made basis”, in the event the policy expires or is terminated, “tail coverage” must be purchased to cover any subsequent claims based on acts or omissions that occurred during the term of this Agreement. Upon request, the parties agree to provide one another with a Certificate of Insurance evidencing said insurance covering such liability with an insurer AM Best rated A or better or through a qualified self-insurance program. Further, the parties agree to notify one another immediately if the aggregate coverage as stated on the Certification of Insurance is impaired more than fifty percent (50%).

I. Medicare Access to Records. The parties agree to comply with the provisions of 42 C.F.R. Section 420.300, as applicable.

J. No Waiver. A delay or omission by a party to exercise any right under this Agreement shall not be construed to be a waiver of such right. No waiver by any party of a breach of this Agreement will be deemed a waiver of any subsequent breach.

K. Nondiscrimination. The parties agree that in fulfilling their respective duties and obligations under this Agreement, they shall not discriminate against any individual or group on the basis of race, color, religion, creed, political ideas, age, marital status, physical or mental disability, sex or national origin.

I. Notices. All notices and communications related to this Agreement must be in writing and will be deemed given (i) when personally delivered, (ii) upon confirmation of a facsimile transmittal,

or (iii) upon receipt when deposited with the United States Postal Service, postage prepaid, addressed as follows or to such other person, fax and/or address as the party to receive may designate by notice to the other:

**If to HOSPITAL**

**Contact:**

**Address:**

**Unit Name (if applicable):**

**If to PNCB**

**Janine Rauscher, Director of Technology Services  
Pediatric Nursing Certification Board  
800 South Frederick Avenue, Suite 204  
Gaithersburg, MD 20878  
Fax: (301) 330-1504**

M. Notification of Incidents. Each party agrees to promptly notify the other party after the discovery of any incidents, occurrences, claims, or other causes of action involving this Agreement. The parties agree to cooperate with each other as may be necessary to resolve such matters.

N. Personal Information of Employees. Notwithstanding anything in this Agreement to the contrary, if PNCB requires an individual's personal information to be transferred from the Hospital, PNCB shall ensure its employees, agents and/or subcontractors use appropriate encryption or redaction to protect such personal information from being accessed and/or acquired in an unauthorized manner. PNCB further agrees to (i) immediately notify the Hospital upon the discovery of any incidents or occurrences where personal information has been accessed and/or acquired in an unauthorized manner; (ii) cooperate with the Hospital as requested by the Hospital so that the Hospital may provide notification to those individuals whose personal information was accessed and/or acquired in such unauthorized manner; and (iii) cover any costs, losses or damages incurred by the Hospital due to personal information being accessed and/or acquired in an unauthorized manner while in the possession of the PNCB or its employees, agents and/or subcontractors. This section shall survive the termination of this Agreement.

O. Release of Information. The provisions of this Agreement are confidential and protected from disclosure to a third party, other than its agents, attorneys, consultants and designees, unless disclosure is required by law, or said third party is bound to the same level of confidentiality set forth in this Agreement.

P. Severability. In the event any provision of this Agreement is rendered invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect. Further, the parties shall renegotiate and amend the Agreement to comply with the requirements of law. If the parties fail to reach such an amendment satisfying each of the parties within 90 days following a written request by one of

the parties, then any party may terminate this Agreement upon 30 days written notice, without further obligation or penalty, financial or otherwise, to the other parties.

Q. Except as otherwise stated in this Agreement, each party agrees not to use the name, trademark service mark, or design registered to the other party or its affiliates in any publicity, promotional, or advertising material, unless review and written approval of the intended use is obtained from the other party prior to the release of any such material.

**V. Termination**

This Agreement may be terminated under the following conditions:

- A. Hospital ceases operations as a hospital.
- B. PNCB ceases business as a certification agency.

**VI. Acceptance**

The parties signed below agree to the terms and conditions described above.

For HOSPITAL

_____	_____
Name	Title
_____	_____
Date	Email

\_\_\_\_\_  
Signature  
*My signature attests to my ability to establish this agreement on behalf of my hospital.*

**For PNCB**

_____	_____
Peg Harrison, MS, RN, CPNP	E-mail
Executive Vice President, Pediatric Nursing Programs	
_____	
Date	

## Appendix A

### AGREEMENT TO OFFER PEDIATRIC NURSING CERTIFICATION BOARD'S CERTIFIED PEDIATRIC NURSE EXAM

Please save this form to your computer and click on the gray fields to enter your information.  
When all **seven** pages of the form are complete, email this document as an attachment to  
Janine Rauscher at [onsite@pncb.org](mailto:onsite@pncb.org). If you do not receive an email confirming receipt of  
your Agreement **within 5 working days**, please call Janine at 1-888-641-2767.

This agreement is between the Pediatric Nursing Certification Board (PNCB) and

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(Name of Institution)

which has agreed to offer a paper/pencil version of the PNCB's Certified Pediatric Nurse (CPN<sup>®</sup>)  
Exam on the following date:

Chief Nursing Officer:

Title:

Address (line 1):

Address (line 2):

City, State, Zip:

Phone Number:                      Email:

Chief Proctor:

Title:

Address (line 1):

Address (line 2):

City, State, Zip:

Phone Number:                      Email:

Additional / Alternate Proctor:

Title:

Address:

City, State, Zip:

Phone Number:                      Email:

Hospital pays for applicant's exam fees:     Yes\*     No     Upon Passing

**\*NEW- Save staff time and expedite your RNs' applications:** If your facility pays in advance  
or provides reimbursement for all exam candidates, the PNCB offers a new feature to eliminate  
the need for hospitals to issue single checks for payment or reimbursement of exam fees. There  
is no cost to participate in this streamlined process. If your hospital would like to be invoiced for  
all exam registrations, please check here:  We will contact you to make these arrangements.

Select one:     Community Hospital     Children's Hospital

NACHRI member:  Yes  No

Magnet® Facility:  Yes  No  Plan to Apply

Nurses who pass the exam receive a salary benefit:  Yes  No

Number of Pediatric Beds: \_\_\_\_\_ Number of Pediatric Nursing Staff: \_\_\_\_\_

The Proctor/Facility agrees to the following:

- Provide a **list of all eligible candidates**, with email addresses, who intend to enroll for the scheduled CPN exam. A minimum of 5 candidates is required in order to establish this Agreement.
- Enrollment for the exam will close two weeks before the scheduled exam. No additional candidate enrollment will be accepted beyond this date. No “walk-in” candidates will be admitted to the exam.
- Provide an appropriate room for the exam at no cost to the PNCB in accordance with the environmental and security requirements outlined in the Proctor’s Manual.
- Assign a Chief Proctor who will be responsible for assuring adherence to all exam policies and procedures, with particular attention to maintaining the security of exam materials. These procedures are outlined in the Proctor’s Manual which is available at [www.pncb.org](http://www.pncb.org) under Forms; On-site Testing Materials.
- Appoint and train additional proctors if needed to achieve a ratio of one proctor per 10 examinees.
- Actively seek additional exam candidates if the enrolled candidate roster falls to less than 5.
- Name a responsible contact person who will be designated for receipt of exam materials. This individual is responsible for maintaining the security of all exam materials before and after exam administration. The Chief Proctor may serve as the contact person. The following information must be received by the PNCB at least 1 month prior to the exam date. **The address to which the exams will be sent may NOT be a home address.**

Contact Person: \_\_\_\_\_

Exam Delivery Address (line 1): \_\_\_\_\_

(line 2): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Alternate Phone Number: \_\_\_\_\_

The PNCB agrees to the following:

- Accept the facility's Agreement to Offer and install \_\_\_\_\_ as a valid exam site on the PNCB's online CPN exam application. Following installation of an exam site, the exam date may not be cancelled by the facility without permission of the PNCB.
- Provide the Chief Proctor and Chief Nursing Officer a weekly email noting the current roster of enrolled candidates. Initiate contact with all candidates submitted in the Agreement to Offer to provide guidance regarding online CPN exam enrollment. Continue email communication with candidates as necessary.
- Provide exam booklets, answer sheets, Exam Proctor Manuals and a supply of No. 2 pencils.
- Shipment of the exam materials by secure carrier one week before the test date.
- Payment for all secure mailing costs associated with this exam administration.
- Provide CPN Exam brochures in a pocket poster for display.
- Provide individual score reports to the candidates and an aggregate score report to the Chief Proctor and Chief Nursing Officer one month after the exam date.
- Close registration for the exam two weeks prior to exam date.
- Reserve the right to make other testing arrangements if less than 5 candidates are registered to take the exam.

Changes to this agreement must be submitted in writing and are subject to review by the PNCB. I have read the Proctor's Manual, informed the nursing leadership of this offering and agree to the requirements as stated above:

Date:

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(Chief Proctor)

Accepted by:

Date:

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Peg Harrison, MS, RN, CPNP, Executive Vice President, Pediatric Nursing Programs



**PEDIATRIC NURSING CERTIFICATION BOARD  
CERTIFIED PEDIATRIC NURSE EXAM**

**CHIEF PROCTOR AGREEMENT/AFFIDAVIT OF NON-DISCLOSURE**

Name of Site:

Date of Exam:

**The PNCB is contracting with on-site testing staff to maintain the security of the CPN Exam and to follow established testing procedures developed by the Pediatric Nursing Certification Board (PNCB).**

**As Chief Proctor, I understand that:**

1. To avoid conflict of interest, or the appearance of any impropriety, I **CANNOT**:
  - Be involved in any courses, workshops, or tutoring activities, whether public or private, that involve intensive drilling on test questions similar to those in the test I am administering, or any other coaching activity whose purpose is to address the content of secure tests;
  - Be involved in or handle materials for the administration of a PNCB test that will be taken by a household or immediate family member at any test center;
  - Take the CPN<sup>®</sup> Exam for a period of 1 year following my involvement in the administration of this On-Site Exam.
2. All documents or exam questions are copyrighted, proprietary and confidential. Disclosure or reproduction of any portion of the exam to any individual or entity for any purpose whatsoever is prohibited and such activity will result in civil and/or criminal prosecution. All documents or information shall be returned promptly to the PNCB.
3. Upon receipt of the exam materials, I will count the test books and verify that all materials are enclosed. I will reseal the package and store the exam materials in a secure storage area until the day of the test administration.
4. All exam materials are to be kept secure during the testing and that all materials must be accounted for before and after the test administration. All test materials are not to be handled by anyone other than assigned proctors.
5. All materials, used and unused, will be returned to the PNCB as soon as possible or within 1-2 days after testing is completed.

**Materials cannot be shipped until this form is completed and returned.**

Thank you for your commitment and efforts to make CPN On-site testing a success. Please contact our office if you have any questions: 888-641-2767, x326 or [onsite@pncb.org](mailto:onsite@pncb.org).

Chief Proctor (typed-in) Signature:

Date:

Email address:



**PEDIATRIC NURSING CERTIFICATION BOARD  
CERTIFIED PEDIATRIC NURSE EXAM**

**PROCTOR AGREEMENT/AFFIDAVIT OF NON-DISCLOSURE**

Name of Site:

Date of Exam:

**The PNCB is contracting with on-site testing staff to maintain the security of the CPN Exam and to follow established testing procedures developed by the Pediatric Nursing Certification Board (PNCB).**

**As Proctor, I understand that:**

1. To avoid conflict of interest, or the appearance of any impropriety, I **CANNOT**:
  - Be involved in any courses, workshops, or tutoring activities, whether public or private, that involve intensive drilling on test questions similar to those in the test I am administering, or any other coaching activity whose purpose is to address the content of secure tests;
  - Be involved in or handle materials for the administration of a PNCB test that will be taken by a household or immediate family member at any test center;
  - Take the CPN<sup>®</sup> Exam for a period of 1 year following my involvement in the administration of this On-Site Exam.
  
2. All documents or exam questions are copyrighted, proprietary and confidential. Disclosure or reproduction of any portion of the exam to any individual or entity for any purpose whatsoever is prohibited and such activity will result in civil and/or criminal prosecution. All documents or information shall be returned promptly to the PNCB.
  
3. All exam materials are to be kept secure during the testing and that all materials must be accounted for before and after the test administration. All test materials are not to be handled by anyone other than assigned proctors.

Thank you for your commitment and efforts to make CPN On-site testing a success. Please contact our office if you have any questions: 888-641-2767, x326 or [onsite@pncb.org](mailto:onsite@pncb.org).

1. Proctor (typed in) Signature:

Date:

2. Proctor (typed in) Signature:

Date:

3. Proctor (typed in) Signature:

Date:

## On-Site Testing Center Administration Form

Name of Site:

Date of Exam:

Testing times:           to

NOTE: Three (3) hours must be allowed for completion of the CPN® Exam. In addition, please allow ½ to 1 hour for registration of candidates, distribution of materials and instructions to candidates from Script for Proctors.

Chief Proctor:

The following information appears on the candidate eligibility letter. Be sure to provide a complete address.

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Institution

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Building

---

Floor/Room Number

---

Street Address

---

---

City

State

Zip Code

---

Phone Number of test center (include extension):

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## Proposed CPN Exam Roster

Facility:

Proctor:

Date:

The following nurses have indicated their interest to enroll in the On-site Exam.  
A minimum of five nurses must be named below for the PNCB to process this agreement.

Names of examinees with current email addresses are required.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.

Revised 12/08

## Appendix B



# Job Connect

*Connecting you with an experienced nursing workforce...for free!*

Advertising on the web for new hires can cost thousands per year. ICAP hospitals—and only ICAP hospitals—can be listed on our Job Connect website and **at no charge**. The PNCB website receives nearly 200,000 visits per year. This benefit of participating in ICAP is valued at \$10K and beyond.

Other benefits of Job Connect include:

➤ ***Exclusive Endorsement.***

Job Connect's list of ICAP facilities is prefaced with a statement about how these featured institutions go the extra mile to encourage certification and support its certified nursing workforce. Only ICAP hospitals are offered the opportunity to be visibly positioned in this manner.

➤ ***Direct Access to Your Job Search Site.***

We post your preferred link to your hospital's career opportunities so nurses and nurse practitioners can quickly access your current vacancies.

➤ ***Exposure to Your Target Audience.***

Who visits our website? 20,000 experienced nurses and PNPs who are currently certified...plus those motivated to seek certification. Our CPNs have an average of over 10 years of experience. And if you seek Acute Care Pediatric Nurse Practitioners, the PNCB is the only organization that certifies this role.

➤ ***Your Branding.***

Your logo and identity are front and center right beside your job search site link.

➤ ***Marketing Beyond Job Connect.***

Our e-newsletters reach nearly 20,000 Certified Pediatric Nurses and Nurse Practitioners each quarter. A link to Job Connect will be offered in every issue. Our Job Connect and future Career Center will be advertised at conferences and journals.

**More than 90%** of nurse managers surveyed by the American Board of Nursing Specialties prefer to hire certified nurses. These nurse managers agree that certification attests to an individual's specialty knowledge and experience.\* ICAP's **Job Connect** can help you attract certified nurses to your employment opportunities.

To participate, please send your logo (jpg or gif format) and your job search link to [info@pncb.org](mailto:info@pncb.org). We will notify you when your information is posted. For questions, please contact Lori Boocks, Director of Marketing & Communications at 1-888-641-2767 ext. 315.

***We are pleased to assist you as you work to strengthen pediatric nursing care!***

\* Niebuhr, B. & Biel, M. (2007). The value of specialty nursing certification. *Nursing Outlook*, 55(4), 176-181.