

version 4.0



QualityPro

PIONEERS IN PEST MANAGEMENT

CERTIFICATION HANDBOOK



THE **MARK** OF
EXCELLENCE IN
PEST MANAGEMENT



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Portions of the Orientation Manual were updated 3/1/15 along with
several components of the QualityPro Toolbox at qualityprotools.org.

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WHAT IS QualityPro

AND WHAT DOES IT MEAN TO YOU?

What Is QualityPro?

QualityPro is the pest management industry's leading certification program. This program is designed to increase professionalism of the industry; stimulate consumer demand through increased confidence and a higher public perception of industry professionalism; create common-sense, quality industry standards; and provide marketing opportunities to participating companies by recognizing commitment to excellence and higher performance standards. This is a company, not an individual, designation.

QualityPro is designed to differentiate QualityPro companies from the competition and to increase the overall professionalism of the industry. As a QualityPro certified company, when you inform consumers about the program through the marketing tools provided, you can increase your business. In addition, this program encourages QualityPro companies to hire smartly, train correctly, and upgrade professionalism through the training and education of service technicians and sales personnel.

QualityPro companies follow environmental stewardship standards and are committed to providing consumers with effective yet eco-friendly service. Built around the four key principles of Business Operations, Consumer Relations, Environmental Stewardship, and Technician Testing, the QualityPro certification is designed to be attainable and affordable for every company in the pest management industry.

The program was developed and is currently managed by representatives from companies of all sizes from around the country, assuring you of the highest quality program.

Why Do You Need QualityPro?

The pest management industry needs to raise the bar for quality. Consumers are unsure how to choose a pest management professional. QualityPro makes it easier to select companies by more clearly identifying pest management companies that excel.

As a result of pressures on the industry to stimulate growth in the marketplace, a broad range of industry stakeholders called upon NPMA to organize a program designed to recognize professionalism in the industry. The group asked NPMA to develop a comprehensive certification for companies in the pest management industry.

NPMA set out to determine the best industry practices and create a program that would make a difference to consumers, regulators, and the media. Research included discussions with the U.S. Environmental Protection Agency, state pesticide officials, and national media. NPMA also conducted focus groups to discover how consumers would view this program.

Research findings were overwhelmingly positive. Most importantly, in the focus groups consumers replied positively to this type of program. When asked to comment on the statement, "Imagine if this national organization that we've been talking about would offer a certification program," participants stated:

- "That would tell me the company knows what it is doing."
- "It means the company is more qualified and had to meet additional requirements."
- "The company cares enough about doing a good job that they will go the extra mile."

The research results provided a validation of the opportunity to influence the attitudes of consumers, the media, and regulators with regard to the pest management industry.

How Will it Work?

QUALITYPRO CERTIFICATION AT-A-GLANCE

How Do You Become QualityPro?

A wide range of materials will be available for companies that are interested in becoming QualityPro certified. The program's unique structure is designed to be inclusive, offering opportunities for direct industry involvement from small companies to large corporations.

QualityPro was not designed to impose a set of standards, but rather to raise the bar by providing every company with the tools needed to meet the minimum standards for excellence in the industry. Once you apply, you will receive access to www.qualityprotools.org. Look for the toolbox symbol throughout this book, which indicates the material included in the QualityPro Toolbox. The value of these tools alone justifies your cost.

How Much Will it Cost?

The application and annual costs are based on sales volume according to this schedule:

\$500,000 or less	\$250 fee
\$500,001 - \$1,000,000	\$500 fee
\$1,000,001 - 2,500,000	\$750 fee
\$2,500,001 - \$5,000,000	\$1,000 fee
\$5,000,001 - \$15,000,000	\$1,500 fee
\$15,000,001 - \$25,000,000	\$2,500 fee
\$25,000,001 - 50,000,000	\$3,500 fee
\$50,000,001 - \$100,000,000	\$5,000 fee
\$100,000,000 and above	\$7,500 fee

Qualifications

To become QualityPro certified, a company must certify that it:

- Is an NPMA member in good standing
- Has been in business for at least two years*
- Has job applicants complete an application
- Conducts interviews before hiring
- Checks references
- Conducts criminal background checks
- Conducts motor vehicle records checks
- Has a drug-free workplace policy
- Meets minimum insurance policy requirements
- Meets QualityPro company service vehicle standards
- Has a standard dress policy
- Has an on-the-job safety policy
- Advertises according to QualityPro standards
- Has a termite warranty/service agreement that meets requirements
- Has a customer communications policy
- Ensures employees are tested and trained to the highest industry standards
- Provides an IPM information sheet to consumers
- Practices proper pesticide handling
- Has ensured that technicians and sales employees pass a QualityPro-approved exam
- Agrees to periodic audits ensuring adherence to QualityPro guidelines

** A company that has not been in business for two years may pay a one-time application fee to gain access to the QualityPro resources.*

To support certified companies, QualityPro will:

- Provide a training manual with sample materials and practice exam questions;
- Provide support materials such as a sample employment application, affinity programs, a safe driving video, and more;
- Create marketing materials for QualityPro companies to give to consumers;
- Offer experts to answer questions and explain requirements; and
- Maintain a Board of Directors to oversee the program and handle complaints.



Look for this symbol throughout this book, which indicates the material available at www.qualityprotools.org.

Application Process

Any NPMA member in good standing who has been in business for less than two years can apply and gain access to QualityPro resources at qualityprotools.org. This one-time fee will also serve as the application fee once the two year anniversary has been reached. Once the company has been in business for two years, certification must be earned within 6 months (see below) to continue to access to the resources.

Any NPMA member in good standing who has been in business at least two years can apply to be QualityPro certified. Applications will be accepted automatically if all membership requirements are met.

If an applicant is rejected for any reason, the applicant may seek reconsideration by submitting a request to QualityPro. The request should provide a detailed explanation of why the company satisfies the standards for admission. QualityPro in conjunction with the QualityPro Board of Directors will determine the status within 90 days.

An applicant who is rejected for membership may reapply six months after the date of the final decision. Once a company applies to be QualityPro certified, the applicant has six months to meet program standards described in this handbook. If standards are not met within six months the applicant company can request one additional six-month extension.

QualityPro Structure

The QualityPro program is run by the Foundation for Professional Pest Management, Inc., a 501(c)(6) nonprofit corporation. QualityPro is governed by a Board of Directors comprised of industry professionals. This Board also acts as a compliance committee to hear appeals or complaints. The compliance process has been designed to ensure confidentiality and to be fair and equitable to all QualityPro certified companies.

HOW CAN YOU APPLY?

- 1** The applicant will submit the application and the fee to QualityPro.
- 2** Upon receipt of the application, QualityPro will provide the candidate company with:
 - A. Access to resources at www.qualityprotools.org. This website is designed to provide QualityPro applicants with the tools needed to meet QualityPro qualifications, including model policies and forms.
 - B. Sales and Service Technician Training Support Manual. This contains all materials needed to ensure your employees meet the highest industry standards through practice exams, training materials and more. QualityPro will work with your company to offer exams at a time that is convenient for your technicians. (If your company does business in a state with QualityPro-approved state technician testing, technicians and sales people in your company will not need to take the QualityPro exam.)
 - C. A human resources consultant is available to answer employment related questions.
 - D. To become certified, the candidate must then sign an affidavit which attests that the company has met all of the qualifications to become a QualityPro. See sample affidavit on page 17.
- 3** Upon receipt of the signed affidavit, the application will be reviewed by QualityPro staff and leadership. You will be notified of the QualityPro decision by mail, or you may be contacted for more information.
- 4** QualityPro will supply certified companies with a variety of valuable marketing materials such as truck decals, uniform patches, logos, bid letters, and sales videos.



QualityPro Marketing

HOW WILL CONSUMERS LEARN ABOUT THE IMPORTANCE OF QUALITYPRO?

From Certified Companies

QualityPro certified companies can market the designation to consumers through marketing materials developed by QualityPro. Upon approval, QualityPro will send the following materials:

- Uniform patches;
- Lapel pins;
- Truck decals;
- A sample press release;
- Announcements to e-PestWorld, PCT, and PMP magazines;
 - Your access to networked marketing collateral such as
 - QualityPro logo to place in their advertisements;
 - QualityPro bid letters sent from QualityPro to your potential clients on behalf of your company;
 - Homeowner brochures;
 - Sales presentations;
 - And more!

From QualityPro

QualityPro will work to make your certification into a recognizable brand that helps your company stand out from the rest. To promote the certification, QualityPro:

- Highlights certified companies in NPMA's Find-A-Pro search at www.pestworld.org;
- Maintains the consumer website www.whatisqualitypro.org;
- Partners with other certification programs such as LEED;
- Maintains relationships with stakeholders that can promote QualityPro such as federal agencies, other industries, and NGOs.



Look for this symbol throughout this book, which indicates the material available at www.qualityprotools.org.

QualityPro Standards

STANDARDS 1:1 TO 1:6 – BUSINESS OPERATIONS

QualityPro Coverage for Hiring Practices

Which Employees Are Subject to QualityPro Standards 1:1 to 1:6?

1. All employees of a QualityPro Employer, as defined herein, are subject to Standards 1:1 through 1:6:

a) A QualityPro Employer is a member of NPMA whose primary services include pest/termite/rodent/wildlife prevention and lawn care services, but may also include additional services; for example, deck/pool cleaning, insulation, Christmas decorating and other home/business services. (Note: A QualityPro Employer is also known as a QualityPro Certified Company.)

b) QualityPro Standards 1:1 through 1:6 pertain to prospective and/or current employees (see "c") of a non-franchised QualityPro Certified Company¹ with multiple entities, divisions, locations, lines of business, or services according to the following:

Marketplace name (including d/b/a) for the entities, services, lines of business, locations, or divisions in question	Required to follow QualityPro Standards 1:1 through 1:6?
Different from QualityPro Certified Company	No
Same as QualityPro Certified Company	Yes

c) QualityPro Standards 1:1 through 1:6 pertain to prospective and/or current employees of the covered entity/ service/location/line of business/division who:

i. Receive W-2 wages through the QualityPro Employer's payroll, through a staff leasing company's payroll, or through a PEO/ASO/administrative processing company's payroll; and/or

ii. Will hold or currently hold any position in the company, whether it be seasonal, temporary, full-time, part-time, or regular. This includes employees employed under a government-issued VISA.

d) With regard to independent contractors, individuals who perform work on behalf of the QualityPro Employer but who are employees of a third-party employer², and temporary employees hired through a third-party temporary agency, the following applies:

Type of Non-Employee	Location where work is performed	
Independent contractors and individuals who work for a third-party business or temporary agency	Field and on-site at customer properties	If the third-party business, independent contractor, or temporary agency is not QualityPro Certified, prior to the on-site work beginning, the QualityPro Employer must notify the customer of such OR the QualityPro Employer must obtain verification that the third-party employer, independent contractor or temporary agency has met the requirements of Standards 1:1 through 1:6 for the non-employee who will perform the work on behalf of the QualityPro Employer.
Independent contractors and individuals who work for a third-party business or temporary agency	On/at QualityPro employer's property including inside offices or buildings	If the individual (non-employee) is working under the supervision of a QualityPro Employer's employee during business hours OR if the individual (non-employee) is performing work for the QualityPro Employer after business hours and not on behalf of the Quality Pro Employer's customers, the non-employee is excluded from the requirements of Standards 1:1 through 1:6.

1. Franchises that are owned and operated by persons other than the owners/operators of the Franchisor who is a QualityPro Certified Company are not subject to QualityPro requirements.

2. For the purpose of meeting QualityPro requirements, this does not include individuals who are paid through staff leasing companies, PEOs, ASOs, or other similar administrative/payroll/benefits processing companies. Employees of the QualityPro Employer who are paid through such entities are covered by Standards 1:1 through 1:6 in accordance with 1 (a-c) above.



Two model Employment Applications will be available at qualityprotocols.org. (One with and one without criminal conviction questions)

STANDARD 1:1 - BUSINESS OPERATIONS

QualityPro Hiring Practices

Application for Employment Requirements

A QualityPro Employer (also referred to as the “employer(s)” or the “company”) must adhere to the following with regard to select prospective employees.

1. Prospective employees who are job applicants (herein referred to as “candidates”) must complete a comprehensive employment application that, among other pre-employment information, includes:
 - The individual’s full name, address, and phone number.
 - For candidates who have been in the workforce for 15 or more years, a minimum 15-year job history detailing the names, addresses, and phone numbers of all previous employers; the dates of employment (months and years); position titles; duties; supervisors’ names; and rates of pay (including any commissions) for each employer; and the reasons for leaving each employer. In those cases where the candidate has been in the workforce for less than 15 years, the job history should begin with his/her first full-time employment.
 - An explanation for any employment gaps.
 - For positions that may require use of a personal or company vehicle for work, questions pertaining to driving history including, but not limited to:
 - A question inquiring if the candidate has a valid and unexpired drivers’ license that is not currently suspended or revoked.
 - The issuing state of the valid and unexpired drivers’ license.
 - A question inquiring if the candidate has received any moving violations in the previous five years.
 - The specific dates, locations, and details of any moving violations in the previous five years.
 - If permitted in the applicable state, city, and/or county, questions pertaining to prior criminal convictions worded in accordance with any applicable laws and regulations including, but not limited to:
 - A question inquiring if the candidate has ever been convicted of or received a sentence for a crime other than a minor traffic violation.
 - A disclaimer stating that arrest records and juvenile, sealed, and expunged records should not be disclosed.
 - The specific dates, locations, and details of any convictions and sentences.
 - A disclaimer stating, “A conviction is not necessarily an automatic bar to employment,” or some other similar verbiage as required by any applicable state, local, or other law or regulation.
 - A signed and dated acknowledgement by the candidate that the information provided in the application is true, complete, and accurate, and any omissions or false statements or information may result in a refusal to hire or termination of employment.
2. A resume is not an acceptable substitute for an employment application, but may be submitted in addition to the employment application.
3. The application for employment must be completed prior to the interview.
4. The application must be completed in its entirety. Employers may not accept incomplete applications or applications with unanswered questions.

- QualityPro Employers in select locations may be subject to limitations related to criminal history inquiries on employment applications. Refer to the QualityPro Employment Application Guidelines for more information and guidance on which QualityPro Employment Application to use.

STANDARD 1:2 - BUSINESS OPERATIONS

QualityPro Hiring Practices

Employment Interview Requirements

A QualityPro Employer must adhere to the following with regard to select prospective employees.

- After a prospective employee who is a job applicant (a “candidate”) has completed an employment application (per QualityPro Practices noted above); if the employer representative determines that the individual is “initially qualified,” he/she must conduct a face-to-face interview (or live interview via webcam or video conferencing) with the candidate. During the interview, at a minimum, the employer representative must discuss the following:
 - Previous work experience.
 - Explanations for any gaps.
 - Reasons for leaving prior positions.
 - Inconsistencies in the information provided on the application, during the interview, or on other pre-employment forms.
 - Details of any convictions noted on the application.
 - Details of any moving violations noted on the application.
 - Other relevant, lawful, and job-related questions or information such as those outlined on the Model Interview Questions form contained in your toolbox.



A model Interview Question Form will be available at qualityprotools.org.

STANDARD 1:3 - BUSINESS OPERATIONS

QualityPro Hiring Practices

Reference Checking Requirements

A QualityPro Employer must adhere to the following with regard to select prospective employees (see page 6 for employee/employer coverage requirements) who are job applicants (*herein referred to as “candidates”*):

- QualityPro Employers must make a reasonable effort to contact previous employers, employer agents, or third-party automated employment verification companies to confirm (at a minimum) dates of employment and position titles. All reference information must be documented.
- Candidates should sign a release authorizing prior employers to provide reference checks. This form can be used if the prior employer requests a copy of the release.
- When possible, reference checks should be completed prior to employment. If the candidate is currently working and he/she objects to contacting the current employer, reference checks for that employer should be conducted after the candidate gives notice of his/her departure.
- Employers must document their efforts to obtain reference information, even if prior employers refuse to provide any information. In this case, the date and time of contact, the phone number, and the name of the individual who refused to provide the information must be documented.
- If a prior employer does not return the first phone call after leaving a message, the QualityPro Employer should attempt a second call and leave a message. If the second phone call is not returned, both attempts should be documented as noted above.



A model Reference Check Form will be available at qualityprotools.org.

6. Personal or professional general letters of reference should not be substituted for telephone reference checks or automated verification of previous employers.

STANDARD 1:4 - BUSINESS OPERATIONS

QualityPro Hiring Practices

Criminal Background Check Requirements



A model Background Check Disclosure and Authorization Form will be available at qualityprotocols.org.



A model FCRA Summary of Rights will be available at qualityprotocols.org.

A QualityPro Employer must, at a minimum, adhere to the following with regard to all current employees and all prospective employees who have been offered a position (see top of page 7 for employee/employer coverage requirements).

1. Unless prohibited by a state or local law or regulation, QualityPro Employers must obtain criminal background reports for all current employees and prospective employees who have been offered a position. (Note: Although a state or local law may prevent criminal history inquiries on the application and/or during the pre-hire period, employers may be permitted to obtain criminal background reports at a certain point in the hiring process. Contact the NPMA HR Consultant or a qualified professional for guidance applicable to your location and company.)
2. If a third-party company is used to obtain background checks, the QualityPro Employer must provide current and prospective employees who have been offered a position with a Fair Credit Reporting Act (FCRA) disclosure that is separate from the application form and includes written authorization to conduct background checks. The additional information necessary to request or order background checks should be obtained using an additional form that is separate from both the FCRA disclosure and the application form.
3. A company is not eligible to be QualityPro certified until all criminal background checks for current employees have been completed.
4. If background checks have been conducted on current employees within one year prior to the point that the employer begins the QualityPro application process, it is not necessary to obtain additional checks if: (a) the background checks that were obtained within the past one-year period meet all of the provisions noted below, and (b) the current employees who qualify for this exception sign an affidavit attesting that they have not been convicted of a crime in the past one year. The affidavit may be worded in a way that complies with any special state regulations. If a current employee reports that he or she has been convicted of a crime within the past one-year period, the QualityPro Employer must obtain a current background check to verify the information provided by the employee and to determine if the employee remains qualified and/or is suitable for continued employment. (Note: With approval from NPMA, employers may be allowed to substitute (a) and (b) for a review process that is defined, enforced, and conducted by state Structural Pest Control Boards.)
5. Individuals for whom background reports have been ordered may begin working before the company receives criminal background results for that individual; however, he/she may not visit or work at or on a customer's property unless accompanied by another employee whose background checks have been completed.
6. To comply with QualityPro background check provisions, QualityPro Employers must request, order, and/or make a diligent effort to obtain the following records:
 - a. A Social Security Number report that provides the current and previous addresses for the candidate. Using results from the social security number report along with the completed employment application form, the Background Check Authorization Form, and (if available) the resume, QualityPro Employers must verify the whereabouts of the candidate for the past 15 years (or, for candidates who have been in the workforce for less than 15 years, the timeframe covered by the complete employment history);



A model Background Check Data form will be available at qualityprotocols.org.



A model Charges and Convictions policy will be available at qualityprotocols.org.

- b. A national database criminal history report that includes results from a broad range of available criminal databases nationwide. If the national database criminal history report reveals a conviction, the QualityPro Employer must obtain the actual criminal record report from the county source (or, if a county record is not available, from the state source) and the report must verify the disposition and other details of the conviction. (Note: Criminal record reports from national database scans should not typically be used to make employment decisions. Actual criminal conviction reports must be obtained from the arresting agency (typically the county)); and
 - c. Available criminal background reports from all counties (or states or metro-counties) where the individual has resided for at least the past seven years, or within the timeframe required by any applicable state or federal regulation. (Note: A "metro-county" includes the county where the individual lived and all surrounding counties.) If, during this timeframe, a candidate has resided outside of the United States, the QualityPro Employer must obtain any available international criminal background reports.
7. If the results of a criminal background check reveal a conviction or other criminal history, QualityPro Employers have the discretion to make their own employment decisions based on the results. When making an employment decision based on the results from a criminal background check, QualityPro Employers should: (1) abide by current federal, state, and local laws and regulations pertaining to employer use of criminal records/history, (2) if applicable, comply with FCRA requirements pertaining to use of consumer reports, (3) follow relevant company policies and practices pertaining to use of criminal records and (if relevant) falsification of a company document, and (4) consult with a qualified professional when necessary.

The following factors can be used to determine if an employment decision based on the results of a criminal background check is justified by business necessity:

- a. The nature and gravity of the offense(s) (Some examples of offenses that may be considered grave include, but are not limited to, offenses involving threats or acts of violence and/or weapons, harassment, stalking, property damage, assault, theft, fraud, fiscal dishonesty, burglary, sexual battery/rape, sexual offenses, crimes involving minors, crimes involving the elderly or other vulnerable people, and drug or alcohol-related offenses);
- b. The time that has passed since the conviction and/or completion of the sentence; and
- c. The nature of the job held or sought (For example, a QualityPro Employer could consider the following questions: Does the position involve driving a vehicle? Will or does the individual perform services on or inside customer property? Will or does the individual have access to confidential or sensitive customer information such as credit card numbers, security codes for customer properties, or keys for customer properties? Does the position involve the use of safety-sensitive equipment or products? For these and other questions, how does the criminal offense or offenses pertain to the job?)

When a criminal background report divulges an arrest record(s), QualityPro Employers should consult with a qualified professional to determine the extent (if any) to which the surrounding circumstances of the arrest and/or the conduct of the individual pertaining to the arrest(s) may be considered when making an employment decision.

8. All attempts and diligent efforts to request, order, and/or obtain criminal background records must be documented.
9. QualityPro Employers must comply with all provisions of the FCRA (and/or any applicable city, county or state ordinances, laws, statutes, or regulations) that pertain to obtaining and utilizing criminal records including, but not limited to, employee notification requirements such as pre-adverse and adverse action notices used to communicate an employment decision that is based on results from a criminal background report.
10. QualityPro Employers must adopt, implement, and enforce a written policy that requires all employees to report any convictions that occur while employed by the QualityPro Employer.

¹⁾ A professional HR Consultant is available to QualityPro companies to answer employment-related questions pertaining to criminal background reports and other topics. Contact NPMA for more information.



A model Safe Driving Video will be available at qualityprotocols.org.

STANDARD 1:5 - BUSINESS OPERATIONS

QualityPro Hiring Practices

Motor Vehicle Records (MVR) Check Requirements

A QualityPro Employer must adhere to the following with regard to all current employees and prospective employees who have been offered a position (“job applicants” or “candidates”) that involves driving for company business.

1. Employers must obtain a Motor Vehicle Record (MVR) on all current and prospective employees who drive a company vehicle or who drive a vehicle for company business.
2. If an MVR has been obtained for a current employee within one year prior to the point that the employer begins the QualityPro application process, it is not necessary to obtain an additional MVR if the MVR that was obtained within the past one-year period meets all of the provisions noted below.
3. MVRs must be obtained from the state where the prospective or current employee is currently licensed to drive.
4. Employers may not allow a newly hired employee to drive a company vehicle or to drive while on company business prior to obtaining the MVR.
5. Employers should adhere to any specific insurance requirements pertaining to driving records and eligibility for employees who drive while on company business or who drive a company vehicle.



A model Drug-Free Workplace policy will be available at qualityprotocols.org.

STANDARD 1:6 - BUSINESS OPERATIONS

QualityPro Hiring Practices

Drug-Free Workplace Requirements

A QualityPro Employer must adhere to the following with regard to all current and prospective employees who have been offered a position.

1. QualityPro Employers must conduct and require pre-employment drug testing of prospective employees who have been offered a position.
2. Post-employment drug testing is optional for Quality-Pro Employers; however, QualityPro Employers must abide by any applicable local, state, or federal law or regulation that requires post-employment drug testing. Post-employment drug testing may include, but is not limited to: post-accident drug testing, reasonable suspicion drug testing, follow-up drug testing, random drug testing, or others.
3. QualityPro Employers who are implementing pre-employment drug-testing for the first time have the option to require current employees (as part of the initial implementation of the new drug-free workplace practices) to submit to drug testing. Testing of current employees under these circumstances is not required, but is optional.
4. QualityPro Employers must adopt, implement, and enforce a written drug-free workplace policy that includes, at a minimum:
 - A statement that it is the company’s intent to provide a drug-free, healthful, safe, and secure work environment.
 - A statement that pre-employment drug testing is a requirement that must be satisfied prior to reporting for the first day of employment.

- A statement outlining any post-employment drug testing that employees may be subject to.
 - Provisions for conducting pre-employment drug testing for prospective employees who have been offered a position. These provisions must be consistent with applicable state and federal drug-testing regulations.
 - A statement prohibiting: (1) unlawful manufacture, distribution, dispensing, sale, possession, or use of illegal drugs or controlled substances; (2) misuse of legal drugs, over-the-counter medications, or prescription drugs (including legally-prescribed marijuana) and (3) unauthorized use of alcohol or drugs, including legally-prescribed marijuana, on company premises, while on company business, at company-sponsored events, or while driving a company-owned or personal vehicle for company business.
 - A statement requiring employees to immediately notify management if they are charged with or convicted of any drug or alcohol-related offense. (*Employers should seek professional advice to determine how best to handle a report of this nature.*)
 - A statement that any illegal substances found will be confiscated and turned over to the appropriate law enforcement agency and may result in criminal prosecution.
 - A statement specifying the consequences of violating the drug-free workplace policy, including, but not limited to the following: Employees with the presence of drugs (including legally prescribed drugs) or alcohol in their system that, in the company's opinion, impairs judgment, performance, or behavior while on company or customer premises, in company vehicles, at company events, or on company business will be subject to corrective measures up to and including termination.
 - A statement that there are no exceptions for candidates and employees for legal prescriptions for marijuana. If a candidate or employee with a legal prescription for marijuana (for the treatment of a medical condition) tests positive based on the substance limits for the drug test, it will be reported by the lab as a "positive drug test" and will be treated in accordance with all other positive drug tests. The policy must also include a disclaimer that this practice will be enforced unless a state or federal regulation requires otherwise.
 - A statement requiring employees to notify management of the use of any prescribed medication that may impair the employee's judgment, driving ability, performance, or behavior.
 - For any testing that is required, a statement outlining the conditions under which testing will occur and the consequences of refusing to test, adulterating a test, and receiving a positive test.
 - A statement requiring employees to report to management any suspected job-related drug or alcohol abuse by any co-worker or manager and knowledge of possession, use, sale, manufacturing, purchase, dispensation, and/or distribution of drugs (including legally prescribed drugs) or alcohol by any co-worker or manager on company premises, in company vehicles, while on company business, or at company-sponsored events.
5. QualityPro Employers must comply with any applicable state or federal drug-free workplace provisions including, but not limited to, those related to restricting or requiring testing, employee notification, the use of a medical review officer, counseling or employee assistance program (EAP) requirements, drug-free awareness training, confidentiality of test results, or the requirement to make a reasonable accommodations for rehabilitation.
 6. If a QualityPro Employer is covered by the Americans With Disabilities Act (ADA) and/or another state regulation related to disabilities, it must comply with the applicable provisions as they relate to drug and alcohol testing, reasonable accommodations, and pre-employment inquiries.

STANDARD 1:7 - BUSINESS OPERATIONS

QualityPro Financial Responsibility Practices *Insurance/Self-Insurance Responsibilities*

A QualityPro Employer must adhere to the following (Note: If state requirement(s) exceed these requirements, then the state requirement(s) must be met.):

1. Employers must have in place the following provisions for general liability coverage:
 - Minimum of \$1,000,000 liability (combined single limit) including the following "occurrence" or "claims made with tail" coverage for bodily injury and property damage, or the equivalent in reserves for those companies who are self-insured:
 - Pollution
 - Contamination
 - Care, Custody, Control
 - Completed Acts
 - Transportation
 - Products Liability, if applicable
 - Errors & Omissions, if inspections are performed (\$100,000 per occurrence minimum)
2. Employers must have in place the following provisions for auto coverage:
 - Minimum of \$1,000,000 combined single limit for bodily injury and property damage, or the equivalent for those companies that are self-insured.
 - Other state required coverages such as Uninsured Motorist must be in place.
3. Employers must have in place a minimum of \$500,000 Workers' Compensation coverage or its equivalent (i.e., "Employer's Liability" coverage), or participate in the state fund, in applicable states."



A model Service Vehicle Maintenance/Appearance policy will be available at qualityprotools.org.



A model Service Vehicle Inspection Report will be available at qualityprotools.org.

STANDARD 1:8 - BUSINESS OPERATIONS

QualityPro Company Service Vehicle Practices *Dedicated Service Vehicle Practices*

A QualityPro Employer must adhere to the following:

1. Employers must ensure that company dedicated service vehicles are:
 - Marked in accordance with state law
 - Unless specifically requested by the customer, all dedicated service vehicles must be clearly marked with the company's name and must be consistent with state law.
 - Clean and well-maintained
2. Employers must implement and enforce a vehicle maintenance policy.



A model Dress Practices Policy will be available at qualityprotools.org.

STANDARD 1:9 - BUSINESS OPERATIONS

QualityPro Professional Appearance Practices *Dress Practices for Sales/Service Technicians in the Public Eye*

A QualityPro Sales/Service Technician must adhere to the following:

1. Sales/Service Technicians must adopt and enforce a policy related to professional dress and appearance Practices for employees who are in the public eye including, but not limited to:
 - Requirements for clean, laundered, professional clothing that meet all personal protective (safety) practices and clearly identifies the company name.

STANDARD 1:10 - BUSINESS OPERATIONS

QualityPro Safety Practices *Job-Related Safety Practices*

A QualityPro Certified Company must adhere to the following:

1. Employers must adopt and enforce written policies related to job-related safety for all employees including, but not limited to:
 - Federal Occupational Safety and Health Act requirements
 - Occupational-specific state requirements
 - Safe handling of pesticides, as outlined in Standard 2:2
 - Driving (refer to QualityPro Safe Driving Video)
 - Equipment use
 - Emergency response
 - Industry-specific health threats



An OSHA toolbox will be available at qualityprotocols.org.

STANDARD 2:1 - ENVIRONMENTAL STEWARDSHIP

QualityPro IPM Practices

A QualityPro Certified Company must adhere to the following:

1. The company must provide integrated pest management (IPM) services to its customers that include the following components:
 - Inspection
 - Identification of pests
 - Establishment of threshold levels for pest activity
 - Employment of appropriate control and/or management measures
 - Evaluation of effectiveness of the control and/or management measures
2. All Technicians must be trained in accordance with the proper application of these techniques.
3. The company must provide consumers with an IPM information sheet that communicates its commitment to environmental stewardship.



A model IPM information sheet for consumers will be available at qualityprotocols.org.

STANDARD 2:2 - ENVIRONMENTAL STEWARDSHIP

QualityPro Pesticide Handling Practices

A QualityPro Certified Company must adhere to the following:

1. The company must store its products:
 - In a locked and properly ventilated area
 - In properly labeled original containers
 - Away from the general public
 - In accordance with state or federal regulations
2. The company must dispose of its unused products in accordance with state and federal laws and/or acceptable recycling provisions.
3. The company must transport its products in compliance with label requirements and state and federal regulations.

- Vehicles and storage areas must be locked when they are unattended.
- Vehicles must have appropriate first-aid materials, a fire extinguisher, adequate spill control kit, an emergency response procedures, and copies of product labels, consumer information sheets, and safety data sheets (SDS).
- No volatile chemicals may be stored in the drivers' compartment.



A model QualityPro Advertising Practices will be available at qualityprotocols.org.

STANDARD 3:1 - CONSUMER RELATIONS

QualityPro Advertising Practices *Advertising Practices*

A QualityPro Certified Company, in its advertising (written, pictured, or spoken communication with the general public, customers, or potential customers designed to promote the sale of pest management services or products) may not:

1. Make false, misleading, or unsubstantiated claims
2. State that the pesticides they use are absolutely safe
3. State that the pesticides that they use are registered or approved by the federal and state governments
4. Use images or convey an impression that contradicts pesticide label directions
5. Use misleading terminology that is not universally understood or defined for the industry to describe pesticides or services, such as "natural," "organic," "non-toxic," or "safe."
6. To the extent that a state government permits the use of language forbidden herein, that language will be permissible.



A sample Termite Warranty will be available at qualityprotocols.org.

STANDARD 3:2 - CONSUMER RELATIONS

QualityPro Termite Warranty Practices *Warranty/Service Agreement Communication Practices*

A QualityPro Certified Company that offers termite warranties/service agreement to customers must adhere to the following unless state requirements supersede:

1. The company must state the scope of the warranty/service agreement in bold letters on the first page of the contract.
 - The statement must clearly state if the warranty covers repairs, re-treatment, or both. Conversely if the warranty specifically excludes such coverage the statement must clearly state that as well.
2. The company must clearly define if the contract is transferable to a new owner of the property and, if it is, the specific terms of the transfer.
3. An effective date and expiration date.

STANDARD 3:3 - CONSUMER RELATIONS

QualityPro Service Agreements/Warranties Communication Practices

A QualityPro Certified Company must adhere to the following:

1. The company must perform in accordance with the terms of its Service Agreements/Warranties.
2. A company that has an inspection clause must adopt a policy that outlines the procedures for contacting the customer, arranging the inspection and notification.



Consumer
Communication
Guidelines will
be available at
qualityprotocols.org.

STANDARD 4:1 - SALES/TECHNICIAN TESTING

QualityPro Sales/Technician Testing Practices

A QualityPro Certified Company must adhere to the following with regard to current and prospective Sales/Technicians:

1. In states without required Sales/Technician testing requirements, the company must ensure that 100% of its Sales/Technicians have taken and passed the QualityPro Examination within six months of application for the QualityPro Program.
 - Newly hired Sales/Technicians must take the examination within 6 months of their date of hire.
 - If a Sales/Technician has taken and passed the QualityPro Examination, credit for the examination is transferable between employers.
2. In states with required examinations for Sales/Technicians, the company must ensure that all Technicians are in compliance with state requirements.
3. If, for state certification or licensing, an individual passes a state examination which QualityPro deems adequate to meet QualityPro standards, he or she is exempt from taking the QualityPro Examination.
4. For a list of states where sales/technicians are exempt from the QualityPro Exam, visit www.npmaqualitypro.org.

Note: In the case of a valued employee who is employed prior to the company receiving the QualityPro certification and who fails the examination, the employer has the option to sign a statement vouching for the employee's technical competence. The number of employees exempted under this provision may never exceed 10% of the sales/service technician employee base or one employee, whichever is greater. This exception does not apply to employees who are hired after a company earns the QualityPro certification. If a new employee does not pass these training requirements, they must be accompanied in the field by a qualified employee until such time as they meet these requirements.



QUALITYPRO APPLICANT AFFIDAVIT

Certification Applicant: Signing this affidavit attests that the pest management company seeking QualityPro Certification designated below (Applicant) has met all of the qualifications to become QualityPro Certified. The Applicant has six months from the date of application to complete these requirements and this affidavit. A company will not be eligible for QualityPro Certification until all qualifications are met. Until such time as the affidavit has been signed, received, and approved by QualityPro, no company may represent itself as QualityPro Certified.

Directions: Initial on each line, sign the bottom, and send this form back to QualityPro by e-mail, mail, or fax.

The undersigned hereby affirms that the following statements are true and correct commencing with the date of this affidavit:

_____ I am a duly authorized representative of the Applicant to the certification program(s) of the Foundation for Professional Pest Management, Inc. dba QualityPro (Foundation).

_____ I have read, understand, and agree to the professional standards adopted by the Foundation for designation of company as QualityPro Certified as detailed in the QualityPro Certification Handbook (Version 4.0).

_____ Based upon reasonable investigation, I have determined that the Applicant (including all employees) complies with all of the following standards of the Foundation as detailed in the QualityPro Certification Handbook (Version 4.0):

- A. Eligibility
 - a. NPMA Member
 - b. In business for at least two years
- B. Business Operations
 - a. Hiring Standards
 - i. Application for Employment
 - ii. Employment Interviews
 - iii. Reference Checking
 - iv. Criminal Background Check
 - v. Motor Vehicle Records Check
 - vi. Drug-Free Workplace
 - vii. Insurance/Self-Insurance Responsibilities
 - b. Company Vehicle Standards
 - c. Professional Appearance Standards
 - d. Safety Standards
- C. Environmental Stewardship
 - a. IPM Standards
 - b. Pesticide Handling Practices
- D. Consumer Relations
 - a. Advertising Standards
 - b. Warranty Communication Standards
 - c. Contract Communication Standards
- E. Sales/Technician Testing Standard

_____ I have attached additional information (if any) that I believe the Foundation should be aware of in order to evaluate the Applicant's status as QualityPro Certified.

I swear under penalty of perjury that the foregoing information (as well as any information on any attached documentation) is true and correct to the best of my personal knowledge and belief and will continue to be true during the Applicant's participation in this program.

Signature: _____ Date: _____

Print name: _____

On behalf of: _____
(Name of Company applying for certification)



QUALITYPRO RENEWAL AFFIDAVIT

Renewing Certified Company: Signing this affidavit attests that the pest management company designated below (Certified Company) has continued to meet all of the qualifications to be QualityPro Certified and will continue to meet the standards set forth by QualityPro. In addition to this signed affidavit, 10% of QualityPro Certified companies are audited each year.

Directions: Initial on each line, sign the bottom, and send this form back to QualityPro by e-mail, mail, or fax.

The undersigned hereby affirms that the following statements are true and correct commencing with the date of this affidavit:

_____ I am a duly authorized representative of the Company certified by the Foundation for Professional Pest Management, Inc. dba QualityPro (Foundation).

_____ I have read, understand, and agree to the professional standards adopted by the Foundation for designation of company as QualityPro Certified as detailed in the QualityPro Certification Handbook (Version 4.0).

_____ Based upon reasonable investigation, I have determined that the Certified Company (including all employees) complies with all of the following standards of the Foundation as detailed in the QualityPro Certification Handbook (Version 4.0):

- A. Eligibility
 - a. NPMA Member
 - b. In business for at least two years
- B. Business Operations
 - a. Hiring Standards
 - i. Application for Employment
 - ii. Employment Interviews
 - iii. Reference Checking
 - iv. Criminal Background Check
 - v. Motor Vehicle Records Check
 - vi. Drug-Free Workplace
 - vii. Insurance/Self-Insurance Responsibilities
 - b. Company Vehicle Standards
 - c. Professional Appearance Standards
 - d. Safety Standards
- C. Environmental Stewardship
 - a. IPM Standards
 - b. Pesticide Handling Practices
- D. Consumer Relations
 - a. Advertising Standards
 - b. Warranty Communication Standards
 - c. Contract Communication Standards
- E. Sales/Technician Testing Standard

_____ I have attached additional information (if any) that I believe the Foundation should be aware of in order to evaluate the Company's status as QualityPro Certified.

I swear under penalty of perjury that the foregoing information (as well as any information on any attached documentation) is true and correct to the best of my personal knowledge and belief and will continue to be true during the Company's participation in this program.

Signature: _____ Date: _____

Print name: _____

On behalf of: _____
(Name of Certified Company)



QualityPro Service Certifications

QualityPro speaks to the professionalism of your company. The QualityPro service certifications highlight your most eco-effective service offerings. There is no cost to apply for the service certifications.*

To be able to offer certified service:

1. Apply, using the links below;
2. Meet the employee testing requirements: all employees that sell or perform the certified service must pass the service-specific exam at npmatesting.com;
3. Meet the service certification requirements; and
4. Return the completed application affidavit(s) to QualityPro.

Once approved, you will gain access to additional marketing collateral at qualityprottools.org, have the certification logo next to you company name in the Find-A-Pro search at PestWorld.org, and be able to offer the most eco-effective services to your customers.



GreenPro

Those firms that seek to demonstrate their commitment to the environment may earn this enhanced certification by meeting additional standards related to employee testing and risk reduction in a service protocol. GreenPro certified service gives you the opportunity to prove your credentials to customers that are looking for a truly integrated pest management approach.

To learn more and apply, visit: www.npmaqualitypro.org/greenpro



QualityPro Schools

Children spend countless hours in school buildings and on surrounding fields and playgrounds. Thus, the management of pests in such a sensitive environment demands special care. The QualityPro Schools certified service demonstrates your commitment to protecting children in the school environment.

To learn more and apply, visit: www.npmaqualitypro.org/QPschools



QualityPro Food Safety

When providing pest management services in food plants and processing facilities it is important that technicians have a special knowledge of their environment. Therefore, we have designed the QualityPro Food Safety certification to equip QualityPro companies with additional resources before servicing these accounts. Through rigorous standards based on NPMA's Standards and additional testing, your company can earn a unique certification that shows your commitment to excellence in these sensitive accounts.

To learn more and apply, visit: <http://www.npmaqualitypro.org/QPfoodsafety>

*NPMA food safety testing fees may apply.



QUALITYPRO APPLICATION

APPLY ONLINE AT
www.npmaqualitypro.org

Authorized Company Representative _____

Company Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-mail _____ Company Web site _____

How long has your company been in business? _____

Signature* _____ Title _____

Date: _____

*Signing here means that you have read and agreed to the terms of QualityPro Membership Agreement. To be considered for QualityPro certification, you must be a current member of NPMA and have been in business for a minimum of two years.

Upon receipt of this application, QualityPro will provide you with access to npmatesting.org and qualityprotools.org. If your business has been in operation for at least two years you will receive an affidavit stating that you have complied with all of the QualityPro Standards (see page 17). When you return the affidavit, and after appropriate review of your materials, you will be notified of the QualityPro committee decision by mail. If you become QualityPro, we will send you a certificate and marketing materials in the mail.

QualityPro reserves the right to withhold "QualityPro" approval to any company that shows a continuous pattern of willfully and intentionally violating or showing disregard for state and federal laws and regulations. QualityPro will provide one free testing manual for each \$100 in fees.

QualityPro Fees

The application and annual costs are based on sales volume in your previous fiscal year according to this schedule:

\$500,000 or less.....	\$250 fee
\$500,001 - \$1,000,000	\$500 fee
\$1,000,001 - 2,500,000	\$750 fee
\$2,500,001 - \$5,000,000	\$1,000 fee
\$5,000,001 - \$15,000,000	\$1,500 fee
\$15,000,001 - \$25,000,000	\$2,500 fee
\$25,000,001 - 50,000,000	\$3,500 fee
\$50,000,001 - \$100,000,000	\$5,000 fee
\$100,000,000 and above	\$7,500 fee

Payment

VISA MasterCard American Express

Card Number _____

Cardholder Name _____

Amount Due (see fee schedule at left): \$ _____

Exp. date _____

Signature _____

Return form with payment to QualityPro at: 10460 North Street, Fairfax, VA 22030 or apply online at www.npmaqualitypro.org.



QUALITYPRO MEMBERSHIP AGREEMENT & BYLAWS

QualityPro Membership Agreement

This MEMBERSHIP AGREEMENT ("Agreement") is entered into between the Foundation for Professional Pest Management, Inc. a Virginia nonprofit Foundation which uses the "QualityPro" certification mark (hereinafter referred to as the "Foundation" or "QualityPro"), and the undersigned entity (the "Member"). The Member agrees to be a Member of the Foundation on the following terms and conditions:

1. DEFINITIONS

1.1 Bylaws means the Foundation's corporate bylaws, as in effect and as amended from time to time.

1.2 Member means the undersigned Member.

1.3 Members mean all members of the Foundation.

1.4 Membership Marks means those names, symbols, designs, or combinations thereof adopted by the Foundation from time to time and provided to its Members for use solely to indicate that the Member meets the professional standards of the Foundation, including, but not limited to, the mark "QualityPro."

1.5 Confidential Information includes but is not limited to, discoveries, ideas, concepts and know-how relating to the Foundation's operations; business plans; membership lists; marketing concepts; proprietary ideas and concepts; trademarks; flow charts; data; computer programs; disks; marketing plans, and other technical, financial or business, and/or organizational information among other things, all of which are considered proprietary, confidential, trade secret information valuable to the Foundation.

2. MEMBERSHIP

2.1 Membership. Subject to the terms and conditions of this Agreement and the Bylaws, the Member agrees to become a Member of the Foundation and to comply fully with all requirements for such membership.

2.2 Qualifications. The Member shall satisfy, and continue to satisfy, the professional standards for the pest control industry as established from time to time by the Foundation and to pay all fees as established from time to time by the Board of Directors.

2.3 Member Benefits. The Member shall be entitled to the benefits provided by this Agreement and the Bylaws. The Member shall be entitled:

- (i) to use the Membership Marks (including the mark "QualityPro") under the terms of this Agreement and the Bylaws;
- (ii) to participate in Foundation meetings;
- (iii) to receive materials disseminated to Members;
- (iv) to access the World Wide Web pages maintained by the Foundation (if any); and
- (v) to other benefits of such membership, as determined by the Board of Directors.

2.4 Use of Name. Pursuant to Section 5 below, the Member may publicly disclose that it is entitled to use the QualityPro designation. The Foundation shall have the right to include the Member's name in any lists of Members published by the Foundation and to announce that the Member has joined the Foundation and has qualified for QualityPro status.

3. OBLIGATIONS OF MEMBERS

3.1 Bylaws. The Member has reviewed, hereby approves and agrees to abide by the Bylaws. Terms used in this Agreement have the same meaning as when the same terms are used in the Bylaws.

3.2 Dues and Other Fees. The Member shall pay dues, fees and other assessments as established from time to time by the Board of Directors of the Foundation.

3.3 Expenses. The Member shall bear its own costs and expenses for its participation in the Foundation and the QualityPro program.

3.4 Antitrust Policy. The Member agrees to comply with all applicable antitrust laws pertaining to the Member's participation in the Foundation. Nothing in this Agreement shall be construed to require or permit conduct that violates any applicable antitrust law.

3.5 Regulatory Compliance. The Member agrees to not engage in a continuous pattern of willful and intentional violations of or showing disregard for state and federal laws and regulations.

3.6 Indemnification. The Member shall indemnify and hold the Foundation (and its officers, directors and agents) harmless against any and all claims of any kind relating to the operation of the Member's business, including, but not limited to, claims of negligence or intentional misconduct in connection with the providing of services or products to customers.

3.7 Confidential Information. The Member agrees that Confidential Information of the Foundation shall be maintained in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances.

3.8 Audit. The Member agrees that the Foundation may audit the records of the Member Foundation or otherwise request information from the Member to assure the Member's compliance with this Agreement, including, but not limited to, the Member's compliance with the professional standards of the Foundation. The Foundation shall not have access to any records other than those necessary to assure the Member's compliance with this Agreement; all information obtained by the Foundation shall be maintained in the confidence.

4. LIMITED LICENSE

4.1 Grant of License. The Member is granted and agrees to be bound by a limited license to use the mark "QualityPro" solely to indicate membership in the Foundation. The Foundation hereby grants to Member the non-exclusive right and license to use the Membership Marks (including "QualityPro") during the term of the Member's membership in the Foundation solely for the purpose of identifying the Member as a member of the Foundation and solely for so long as the Member meets the professional standards as may be established from time to time for the QualityPro designation.

Member acknowledges the Foundation's ownership of the Membership Marks, and agrees that it will do nothing inconsistent with such ownership and that all use of the Membership Marks by the Member shall inure to the benefit of the Foundation.

4.2 Limitations of Use of Membership Marks. The license granted herein is not assignable for any purpose whatsoever and the Member hereby recognizes that it has no title whatsoever to the Membership Marks other than a mere license to use the same as provided in this Agreement. Upon expiration or termination hereof, Member agrees to immediately discontinue all uses of the Membership Marks, to remove at its own expense all signs bearing any of the Membership Marks and to erase or obliterate any Membership Marks from advertising, including the Member's website, used by the Member. The Member agrees that it shall use only the then-current approved version of the Membership Marks, and, if used in advertising, the Membership Marks shall be clear, distinct, and legible. The Member agrees not to use the Membership Marks in a manner that would suggest or imply that any event, program, product, or service of Member is a product or service of, or is endorsed, or sponsored by the Foundation.

4.3 Rights of Foundation. All rights in the Membership Marks and the goodwill associated therewith shall at all times remain the property of the Foundation. Member shall cause to appear on or within all advertising, promotional or display material bearing any Membership Mark, notice of the Foundation's proprietary rights in any applicable Membership Mark as specified from time-to-time by the Foundation. Without limiting the foregoing, Member shall use the symbol ® with all federally registered Membership Marks. Member shall not acquire, by virtue of this Agreement or the Member's membership in the Foundation any right, title or interest in or to the Membership Marks, other than the non-exclusive right and license to use the same in the manner provided herein.

4.4 Protection of Membership Marks. Member acknowledges and agrees that its right to use the Membership Marks shall be limited to the scope of the license granted herein. Member acknowledges and agrees that the obligations imposed on Member by this Agreement are unique, and that the breach of any such obligation would injure the Foundation; that such injury is likely to be difficult to measure, and that monetary damages, even if ascertainable, are likely to be inadequate compensation for such injury. Therefore, Member acknowledges and agrees that protection of the Foundation's interest in the Membership Marks would require equitable relief, including injunctive relief, in addition to any other remedy or remedies the Foundation may have at law or under this Agreement. Member does hereby accept the license to display the Membership Marks upon the terms and conditions herein set forth, it being understood that, any other provision of this Agreement notwithstanding, in the event of a breach by Member of any condition or provision herein relating to the Membership Marks, the Foundation shall have the unqualified right to terminate this license immediately upon written notice to Member and to file suit for injunctive and monetary relief under state and federal law.

4.5 Termination of License. The license to use the Membership Marks shall automatically terminate, without notice from the Foundation, and the right of Member to use the Membership Marks shall immediately cease in the event that the Member's membership in the Foundation expires or is terminated for any reason pursuant to the procedures of this Agreement or the Bylaws. However, the Foundation may, at its sole discretion, permit the Member to continue to use the Membership Marks if in the judgment of the Foundation the renewal of the Member's status as a member of the Foundation appears imminent. In the event of termination of the license granted herein, Member shall forthwith surrender the negatives, positives, prints, mats or dyes of the Membership Marks in the Member's possession or control to the Foundation.

5. TERM AND TERMINATION

5.1 Term. Unless terminated as provided herein, this Agreement shall remain in full force and effect, renewing annually upon the Member's payment of dues.

5.2 Termination by Member. The Member may withdraw from membership by terminating this Agreement at any time upon the giving of written notice to the Board of Directors. Member shall be obligated to pay dues, assessments, or fees which accrued prior to the effective date of termination.

5.3 Termination by QualityPro. The Foundation may terminate this Agreement on written notice, if the Member breaches its obligation under this Agreement or the Bylaws (including, but not limited to, failing to maintain professional standards as established from time to time by the Foundation). However, unless this Agreement or the Bylaws provides otherwise, the Foundation shall first give Member written notice and thirty (30) days' opportunity to cure the breach prior to the effective date of the termination.

5.4 Compliance Committee. Should the grounds for a proposed termination be the alleged failure of the Member to meet professional standards of the Foundation (so as to remain qualified to use the QualityPro designation), the Member shall have an opportunity (prior to the effective date of the termination) to contest the termination before a Compliance Committee to be established by the Board of Directors.

6. DISPUTE RESOLUTION

6.1 Termination For Failure to Meet Professional Standards. If pursuant to Section 5.4 a Compliance Committee recommends termination of the Member for failure to meet professional standards, the Member shall have the right to seek review of the Compliance Committee's decision before an arbitrator appointed by JAMS in Fairfax County, Virginia. The demand for review by the arbitrator must be made within thirty (30) days of the date the Compliance Committee issues its decision recommending termination. The Member shall be solely responsible for all costs associated with such review. The decision of the arbitrator shall be final and binding as between the Member and the Foundation.

6.2 Other Disputes. Any and all disputes between the Member and the Foundation (other than as addressed in Section 6.1) and any and all disputes between Members of the Foundation relating to the QualityPro program, shall be resolved by binding arbitration in Fairfax County, Virginia under the rules of JAMS. The prevailing party in such arbitration shall be entitled to its reasonable attorneys' fees. The costs of the arbitration shall be borne equally by the parties.

6.3 Limitations on Liability. In no event shall the termination of the Member's membership or the revocation of the license set forth in Section 4 of this Agreement (with or without reason or cause)

continued on next page

subject the Foundation (or any of its officers, directors, employees or agents) to a suit, counterclaim, or judgment for damages of any kind.

7. OTHER PROVISIONS

7.1 No Transfer. The Member may not transfer, assign or sublicense any of its rights or obligations under this Agreement without the prior written consent of the Foundation. Any attempted transfer in violation of this Section is null and void.

7.2 Notice. The Member designates the representative identified below for the purpose of receiving notice under this Agreement. The Member may change the designated representative by written notice to the Foundation. If the Member fails to designate a representative, notice may be sent to the Member at its address stated below. Any notification made under this Agreement shall be deemed delivered on the next business day following it being sent by electronic mail, by facsimile, by express mail or by courier, or three (3) days after being sent first-class mail, postage prepaid, addressed to the Member's designated representative at the address provided.

7.3 No Joint Venture. Nothing contained in this Agreement and no action taken by the Member shall be deemed to render the Member an employee, agent or representative of the Foundation or any other Member or nor shall any action be deemed to create a partnership, joint venture or syndicate among or between any of the Members with the Foundation.

7.4 Governing Law. This Agreement shall be governed by and construed under, and the legal relations among the parties hereto shall be determined in accordance with, the laws of the Commonwealth of Virginia, excluding conflict-of-law principles that would cause the application of the laws of any other jurisdiction.

7.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect; and a substitute, valid, and enforceable provision most nearly reflecting the original intent shall be developed in place of the invalid provision.

7.6 Amendments. This Agreement may be amended on a nondiscriminatory basis by the affirmative vote of at least two-thirds (2/3) of the Board of Directors. The Member shall be given at least thirty (30) days' prior written notice of the effective date of an amendment, and amendments shall be prospective only. A Member shall be bound by a duly adopted amendment, unless it elects to terminate this Agreement and its membership in the Foundation.

7.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.8 Integration. This Agreement supersedes and replaces any and all prior representations, agreements and understandings relating to the Member's membership in the Foundation, except the Bylaws.

7.9 Authority. The Member represents and warrants that it is authorized to enter into this Agreement. The undersigned person represents and warrants that he/she is authorized to sign this Agreement on behalf of the Member.

8. EFFECTIVE DATE

8.1 This Agreement shall be effective when it is accepted by the Foundation.

9. QUALITYPRO GRIEVANCE PROCEDURES

9.1 Objective. In order for the QualityPro program to raise the performance and customer service benchmarks for the industry, grievance procedures for the QualityPro program are vital. Grievance procedures will ensure that any complaint about a QualityPro company or a QualityPro candidate will be thoroughly investigated and resolved.

9.2 Scope. The Grievance Procedures apply only to investigations of complaints about QualityPro or QualityPro candidates and the scope of the investigation may only involve a complaint that the company is not in compliance with qualifications set forth by the QualityPro board. The QualityPro board may not investigate complaints against QualityPro companies, QualityPro candidates, or regular members beyond this scope. QualityPro candidates shall be defined as companies that have sent in their affidavits of compliance but have not yet been approved.

9.3 Composition. The Grievance Committee shall be composed of five individuals, one attorney, one human resources expert, one regulator, and two QP Board members, appointed annually at the first meeting of the QualityPro Board in each NPMA fiscal year. If any members of the Grievance Committee are in direct competition with a company being investigated or there is any conflict of interest, the members shall recuse themselves and the chair of the QualityPro board will appoint a replacement for that complaint only.

9.4 Complaint Origination. There are no restrictions as to origin of complaint. Complaints may originate from customers, companies, regulators, or other sources. In order to guarantee that all information is received in a similar manner, complainant must complete a complaint form, which may be hard copy and/or posted online at the pleasure of the QualityPro Board. The complaint form is used to make sure that all facts are presented fairly and in the words of the complainant. All complaints must be sent to NPMA directly.

9.5 Workflow. Upon receipt of a complaint, staff will review it to ensure that it is within the scope of QualityPro and criteria set forth above. For example, if the complaint is regarding something not QualityPro related, staff will notify complainant that it is not a QualityPro issue and will forward the complaint to the company explaining that it is not within the scope of QP but as a member service, we send complaints for resolution by the company.

After being determined that a complaint is within the scope of QualityPro, staff will remove the name and send a copy to the company via certified mail with a response form. The response form is due back to NPMA by certified mail within ten days after receipt by the company. After investigation by staff, one copy of the complaint and one of the responses will be sent to each member of the Grievance Committee. Non-response by the company shall not stop the process and will be viewed as a company response of no-contest. Staff shall note this in the transmittal packet. The chair will convene a conference call to be held within thirty days of distribution of the complaint. A majority of the Grievance committee must be on the call (three members) as shall the QualityPro attorney. At

least one staff member must also be on the call. One staff member shall be responsible for recording notes.

All complaints shall have one of three resolutions based upon action of the majority of the Grievance Committee:

1. No action.
2. Company is to be given a certain length of time to correct out of tolerance conditions. In the case of candidates (or currently called applicants), approval is suspended until corrections are made.
3. Membership in QualityPro is revoked. This option shall be in cases only where the person signing the affidavit knowingly violated the Qualifications of QualityPro and has not made corrections. A company whose membership is revoked may reapply after one year. If a company's membership in QualityPro is revoked, that company may not use the logo in any new advertising and may not present themselves as a QualityPro company.

Grievance Committee shall notify the company of disposition of the complaint and necessary action within ten days after the conference call via certified mail. It shall be incumbent upon the company to provide proof of corrective action to the satisfaction of the Grievance Committee by signed affidavit. Grievance Committee reserves the right to ask for further proof or documentation. Grievance committee can reinstate or confirm compliance if necessary. Complainant shall also receive a copy of the disposition.

9.6 Confidentiality. All activities by the Grievance Committee shall be held confidential. If suspended the company shall be described as Inactive QualityPro, which is the same category as a company that does not renew their designation.

9.7 Appeals. If a company wishes to appeal, they may send a certified letter outlining their case within thirty days of receiving the Grievance Committee notification of disposition. Appeals will be heard by the entire QualityPro Board via conference call to be set not less than thirty days after notification by company. Dispositions of the Board are final and the Board's decision will be to solely uphold the Grievance Committee or reject the Grievance Committee decision. Company must provide justification for appeal to the Board. All action will require a quorum of the Board and a majority of members voting.



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