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# eLuminate Candidate/Certificant Handbook

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## Introduction

eLuminate LLC was created to ensure that individuals possess the knowledge needed to provide superior service to clientele. The certification exams assess foundational knowledge in line with federal regulations for the food service industry, including healthcare settings.

In order to obtain a certification, a candidate must successfully apply for, complete, and pass the requisite exam (FSM and/or LTC-FSM).

## About This Handbook

This handbook is provided to candidates and certificant to serve as an overview of the certification & examination process as well as to provide individuals with pertinent eLuminate policies and required disclosures. **You must read through this document in its entirety prior to making any purchases through eLuminate** – this document contains important details regarding your rights and obligations related to the purchase of exams, certification, and your relationship with eLuminate LLC. If you should have any additional questions after reading through this handbook, please do not hesitate to contact eLuminate customer support at [support@eLuminatecertifications.com](mailto:support@eLuminatecertifications.com).

A Table of Contents is included on the next page to assist you in navigating this handbook. Please only use the Table of Contents for quick look-up after reading the handbook in its entirety.

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## Certification vs. Certificate Programs

### Certification

- The credential awarded to candidates is based on a third-party assessment of competence by a credentialing body.
- The certification content is based on a job or practice analysis identifying the tasks and associated knowledge, skills, and abilities (KSAs) required for competent performance.
- The certification issued is time limited and must be regularly renewed for the candidate to demonstrate continued competence.
- The certification issued is "owned" by the certifying body and may be taken away from the certified person.
- Typically results in a formal designation or job title, e.g., Long-Term Care Food Service Manager (LTC-FSM).

### Certificate

- The credential awarded to candidates is based on the successful completion of a training or educational program. It may include an assessment of learning.
- The content of a certificate program is based on the required learning objectives for the course curriculum.
- The certificate issued from certificate programs generally do not have to be renewed.
- The certificate issued from the certificate body are owned by the individual and are not taken away even if the person does not seek to renew their certificate.
- The certificate issued from the certificate body are owned by the individual and are not taken away even if the person does not seek to renew their certificate.

## Is Membership Required?

A common question among candidates is whether or not membership in any particular organization is required to become certified through eLuminate.

The answer is simple – “No” – membership is not required. The certifications are open to anyone who meets the competency requirements, successfully completes the exam, and abides by the Code of Conduct.

The certifications offered through eLuminate are structured to comply with the strict requirements of ISO 17024:2012. In order to comply with ISO standards, eLuminate does not require membership in ANY organization to become certified. Moreover, membership or employment by an organization will not increase a candidate's chances of being certified and will have no bearing on the application process. eLuminate's procedures, requirements, and pricing are applied uniformly to all candidates. For more information on eLuminate's stance on impartiality, see the publicly available “Impartiality Statement” available on eLuminate's website, and is also included in this handbook.

## Purpose of the Exams

The purpose of the FSM and LTC-FSM certifications is to allow experienced individuals to demonstrate their knowledge and commit to professional development in the food service industry.

The purpose of the exams is to ensure that an individual possesses the knowledge required to carry out the duties of a Food Service Manager and a Long-Term Care Food Service Manager effectively and in accordance with governmental regulations.

## Scope of Certifications

Each exam is unique, and successful completion of the FSM examination is required to sit for the LTC-FSM examination. The scope of the certifications is as follows:

### Level One

**Food Service Manager (FSM)** – The purpose of this certification is to ensure that an individual possesses the knowledge and skills needed to provide superior food management services at restaurants and healthcare facilities. In order to obtain FSM certification under this scheme, candidates must demonstrate that they possess adequate knowledge of nutrition, food safety, and management in line with the latest FDA Food Code along with management concepts applicable to the foodservice industry as a whole.

### Level Two

**Long Term Care - Food Service Manager (LTC-FSM)** - The purpose of this second level of FSM certification is to address the more stringent federal and state regulations for food service managers in long-term care facilities. In addition to the knowledge and skills of an FSM, the LTC-FSM must possess knowledge of: the facility survey process, infection prevention and control, additional environmental/sanitary requirements, types of healthcare facilities, proper kitchen procedures, dining and meal service, nutrition, diet types and consistencies, the role of the dietitian, and coordination of services. After proving their competency, a person certified under this scheme will meet the requirements to serve as a food service manager in accordance with 42 CFR §483.60(a)(2)(i)(C).

\*\*\*eLuminate is unable to recommend a specific training provider, though the certification body may hold a list of reputable providers. Training may be provided by any organization. As such, persons who wish to be trained should satisfy themselves that the training covers all aspects of the job tasks, competence, and abilities.

## Candidate/Certificant Code of Conduct

### Code of Conduct

All candidates and certificants are required to abide by this Code of Conduct. Any reports from outside persons or agencies that a candidate or certificant failed to adhere to this Code of Conduct may, after a fair and impartial investigation by the Certification and Credentialing Standards Committee, result in immediate termination of the Exam, denial or revocation of certification without refund, and/or refusal of future testing/certification.

#### Candidates and certificants affirm that you will:

- Follow all eLuminate LLC directions for Exam participation
- Follow all proctor directions before and during the Exam
- Act with the highest ethical standards in your commitment not to release confidential examination materials or participate in fraudulent test-taking practices
- Demonstrate honesty and trustworthiness in your service to the food service industry, patrons, employers, and eLuminate LLC
- Advance the expertise and status of those in the food service manager profession
- Inform the certification body, without delay, of matters that can affect your, or another certificant's capability to continue to fulfill the certification requirements
- Refrain from utilizing your certification or representing that you possess a certification if it is suspended or withdrawn
- Comply with all relevant provisions of the certification scheme
- Make claims regarding your certification *only* when such claims concern the scope for which the certification has been granted
- Not use/leverage your certification in such a manner so as to bring Eluminate LLC into disrepute nor will you make any statement regarding the certification that the certification body would consider to be misleading or unauthorized
- To discontinue the use of all claims to certification that contain a reference to the certification body or certification upon suspension or withdrawal of certification and to return any certificates issued by the certification body
- Not to use the certificate/certification in a misleading manner

## Initial Certification and Recertification

**Initial certification:** will be issued only to those qualified candidates who have met the following criteria:

- Registration with eLuminate LLC
- Acceptance of the content usage policies and compliance with the Code of Conduct
- Certification examination has been initiated, taken, and completed in a proctored environment
- Certification examination is successfully completed with a passing score
  - To maintain the integrity of the certification process, candidates must pass examinations with a cut score of 48/80 for the FSM and 51/80 for the LTC-FSM
- No occurrence(s) of cheating or fraud

**Recertification:** must take place every 3 (three) years to ensure certified persons comply with any changed industry practices.

Recertification of Level 1 (FSM) requires successful completion of the FSM examination. Recertification at Level 2 (LTC-FSM) requires successful completion of both the FSM and LTC-FSM examinations.

## Prerequisites

It is recommended that candidates for certification have a working knowledge of food service, nutrition, food safety, labor, and cost management. Candidates must pass the requisite assessments for this scheme in order to be certified. **Candidates must successfully obtain a Level 1 (FSM) certification prior to obtaining a Level 2 (LTC-FSM) certification.**

## Withdrawal or Suspension of Certification

If certificants are found to have acted in a manner contrary to the certification requirements, the certification shall be suspended or withdrawn until such a time as the candidate may become eligible for recertification.

**Suspension of certification** would be due to issues with competence, or for investigative reasons, e.g.

- Investigation into violation of Code of Conduct
- Investigation into serious violation of covered food regulations
- Suspension incident to the investigation of a complaint/report of prohibited conduct

### Time to Resolve Suspension

If the conditions or violations are not resolved within 30 business days, certification will be withdrawn.

**Withdrawal of certification** could be for loss of integrity or other similar reasons, e.g.

- Falsification of paperwork or records
- Willful violation of regulations or food safety standards that cause harm to others
- Verified complaints of abuse or neglect
- Serious violation of the Code of Conduct
- Fraudulent conduct during examination or recertification
- Fraudulent or felonious conduct

If your certification is suspended or withdrawn, your certification will be removed from the list of certified persons (found on Accredible) until such a time that the certification is able to be reissued, if allowed under the scheme.

## Purchasing & Scheduling Examination

Getting started with the certification process is easy, the first step is visiting eLuminate's website, [eluminatecertifications.com](http://eluminatecertifications.com).

- Click on [Get started](#) - then a new page will open with our exam catalog. Click on the [Sign in](#) button in the top right corner then click on [don't have an account](#) and follow the steps to create a profile.

- Navigate to the exam catalog by clicking on [exams](#) and enter the name of the exam you are looking for in the search bar.
- Locate the exam you are interested in and then click on the [add](#) button to add to your cart. Once you add all the exams you need, click on your cart icon to proceed to the checkout and make the payment.
  - **Note: You must successfully complete the FSM exam prior to scheduling the LTC-FSM exam. You may not sit for the LTC-FSM if you have not passed the FSM exam.**
- After you enroll in the exam you will receive an email from eLuminate on behalf of our proctoring partner. In this email there is a link that you must use to complete your exam profile and schedule your exam. Your exam **MUST** be proctored, Examity provides a virtual proctor for you at your scheduled exam time.
- A proctor is a third-party professional who monitors individuals while they take an exam. Organizations hire these professionals to ensure oversight of the test-taking process is unbiased and has no motivation to allow the test-takers to use outside resources to pass the exam.
- Proctors monitor your examination via a live video feed to detect cheating and/or dishonesty. For more information on the examination and monitoring process, see the “Exam Administration” section of this handbook.
- All exams have a 30-day window where you can schedule your exam. **After 180 days from the date of purchase, your examination will expire – there are no refunds for exam purchases, if 180 days pass without an examination being taken, you will be required to repurchase that exam should you wish to seek certification.**
- If it appears that there are no exam sessions available to schedule, you may have passed your 30-day exam window. Please contact [support@eluminatecertifications.com](mailto:support@eluminatecertifications.com) for assistance on getting this window extended.
- If you need assistance logging into Examity to take your exam please contact Examity with the information below. They have 24-hour support and a very receptive chat feature on the website.
  - Phone number: 855-392-6489
  - Email address: [support@examity.com](mailto:support@examity.com)

## Computer System Requirements

eLuminate **only** offers exams through an online, virtually proctored platform. There are no in-person examinations. **Prior to purchasing your exam** it is important to ensure that your device meets Examity’s online proctoring platform requirements:

### Device Requirements

- Operating System: macOS X 10.5 or higher, Windows Vista or higher, ChromeOS.
  - Examity does not support Linux
- Browser: Google Chrome - please disable your pop-up blocker.
- Hardware: Desktop, laptop, or Chromebook (tablets and mobile are not supported)
  - Built-in or external webcam
  - Built-in or external microphone
  - Built-in or external speakers
- Internet: A required upload and download speed of 2Mbps, with 10Mbps preferred. Hot spots are not recommended

**\*Check to see if your device meets Examity’s requirements here first:**

## Cost of Examination and Refund Policy

The cost of the Food Service Manager (FSM) and Long-Term Care Food Service Manager (LTC-FSM) are as follows:

Cost of eLuminate Certification Exams	
Food Service Manager (FSM) (Level 1)	\$199
Long-Term Care Food Service Manager (Level 2)	\$249

Follow the steps above to purchase an examination. You must have internet access and provide eLuminate LLC with a current, valid, accepted method of payment to use the eLuminate LLC service. We will bill for the examination, including proctoring fee(s), to your Payment Method on the date of purchase.

Please remember that you must both schedule and take your exam within 30 days of the date of purchase. After 30 days, the scheduling window will automatically close – if this occurs, you will have to contact eLuminate support to reopen your exam scheduling window (this will provide you with an additional 30 days in which to schedule your exam).

It is important to note that, although eLuminate can re-open your scheduling window every 30 days, if you do not schedule and take your exam within (180 days) from the date of purchase eLuminate cannot reopen the scheduling window for you and the only way to take the exam at that point is to repurchase examination at full price. **No refunds. Payments for examinations and proctoring are nonrefundable;** there are no refunds or credits for unused or partially used examinations.

### Deadlines (Cancellation, No Show, Reschedule, etc.)

As mentioned in the section above, candidates should schedule their examination within 30 days of purchase. Any candidates who miss the 30 day scheduling window will need to contact eLuminate customer support to have their scheduling window re-opened. After 180 days from the date of purchase, your examination will expire, and you will not be able to have the scheduling window reopened – at this point a candidate **MUST** repurchase the exam, **no refunds**.

**Cancellation/Rescheduling** – Once a candidate has scheduled an exam with Examity, they must provide at least a 24 hour notice to reschedule their exam. If a candidate does not provide a 24 hour notice, they will be required to pay an additional proctoring fee in order to sit for the rescheduled exam.

\*All rescheduled exams must still take place within 180 days from the original date of purchase of that exam. No refunds will be given for exams that are purchased but never used, even if properly cancelled.



## Exam Accommodation Requests

It is eLuminate LLC's policy to comply with state and federal laws concerning the examination and certification of qualified persons with disabilities so as not to discriminate against them and to provide reasonable accommodations to qualified individuals with disabilities.

### Definitions

An individual with a disability, as described by the ADA, is a person who:

- Has a physical or mental impairment that substantially limits a significant life activity
- Has a record or history of a substantially limiting impairment
- Is regarded or perceived as having a substantially limiting impairment
- A qualified individual with a disability is someone who can perform the essential functions of a position with or without a reasonable accommodation

### Request for Reasonable Accommodation

If the candidate is a qualified individual with a disability and believes they will need some change or adjustment to one or more examination activities, they may request a reasonable accommodation.

Reasonable accommodations are available to qualified individuals with disabilities upon written request and may include, but are not limited to the following:

- Providing testing materials in accessible online formats (this is the standard provided for all candidates)
- Conducting tests in accessible locations (the candidate may choose the test location which must comply with the Exam Administration Policy)
- Providing or modifying programs or devices: magnification, screen narrator (this must be discussed with the proctor on test day to ensure the Exam is in a larger font if needed)
- Reasonable testing time adjustment(s)

Your request for reasonable accommodation must be made in writing to [support@eluminatecertifications.com](mailto:support@eluminatecertifications.com) no less than **15 days before** the examination (via email is sufficient). eLuminate LLC requires requests for accommodation to be memorialized in written form for record-keeping and quality assurance, and provides reasonable accommodations upon request via the Contact Us form by the dropdown selection tool at the bottom of the [eluminatecertifications.com](http://eluminatecertifications.com) homepage.

### Request for accommodation

- You, or someone acting on your behalf, must inform eLuminate LLC that you require a change or adjustment to the application and/or examination process due to your impairment

- eLuminate LLC will ask you for reasonable documentation from your physician, licensed healthcare practitioner, or other appropriate professional explaining the disability and why and what accommodation is necessary, keeping in mind the tasks/exam being performed
- Although you may request specific accommodation if more than one is available to meet your needs, eLuminate LLC reserves the right to choose which accommodation to provide. If eLuminate LLC's accommodation does not meet your needs, you must provide reliable documentation supporting your request
- eLuminate LLC will not provide accommodations that will create an undue hardship to the organization

Direct all questions or concerns to [support@eLuminatecertifications.com](mailto:support@eLuminatecertifications.com).

## Examination Content

Each exam consists of 80 multiple-choice questions. Candidates are tested on a broad variety of subjects for each certification. To maintain the integrity of the certification process, candidates must pass examinations with a cut score of 48/80 for the FSM and 51/80 for the LTC-FSM.

Contents of the FSM Exam:

Food Services - Nutrition	28 (34.3%)
Safety in Food Service	16 (46.1%)
Food Service Management	36 (19.5%)

Contents of the LTC-FSM Exam:

Overview of the Survey Process	4 (5%)
CMS Critical Element Pathways (Environment - CMS 20061; Infection Prevention Control - CMS 20054; Kitchen - CMS 20055; and Dining - CMS 20053)	33 (40%)
Types of Facilities	10 (4.8%)
Medical Nutrition (CMS Nutrition; Role of Dietitian)	26 (35%)
Coordination of Services	7 (9%)

## Examination Administration

### Examination security

eLuminate LLC is committed to ensuring that its certification exams are respected and valued in the industry. Accordingly, eLuminate LLC takes appropriate measures to ensure that the integrity of its exams is not compromised and holds vendors accountable for taking proper steps to prevent and detect fraud and exam security breaches.

eLuminate LLC and its vendor(s) conduct periodic data analysis to identify cheating patterns and prevent content piracy in exams. For example, indicators of cheating, such as types of responses, pass rates, and retakes may reveal cheating, collusion, or piracy patterns. Prevention and early detection are critical elements that require the close cooperation of eLuminate LLC with its vendors.

Therefore, in addition to relying on its vendors to provide industry standard monitoring during testing, eLuminate LLC requires its vendors to ensure an appropriate physical or virtual testing environment and that proctors are sufficiently trained to provide quality testing oversight.

Proctors or vendors who observe rules violations or suspect a testing security breach will immediately contact eLuminate LLC Customer Service at [support@eLuminatecertifications.com](mailto:support@eLuminatecertifications.com). All relevant facts supporting the alleged breach are documented, including; the date, time, name of the candidate, and name and version of the exam via video and audio, as well as test results which are provided to eLuminate for review and decision.

### Acceptable methods of proctoring - Camera/video display

The proctor must remotely monitor the test candidate via a camera with a complete view of the testing environment. While testing is in progress, using equipment such as printers, fax machines, copiers, telephones, or other electronic devices is not permitted.

### Candidate check-in and Exam procedures

1. The proctor (vendor) is responsible for verifying the test candidate's identity with **at least one form of valid identification (containing both a photograph and the test candidate's signature)**. A screenshot is taken by the proctor for additional comparison to the candidate's video, if needed
2. The proctor must not allow recording or electronic devices in the testing area. Such devices include paper, pens, pencils, cameras, computers, and cell phones. Additional test candidate property, such as books or bags, should be stored outside the testing environment or inaccessible during the exam
3. The proctor may permit a test candidate to take a break during testing if an emergency occurs but must inform the test candidate that the testing clock cannot be stopped during the break. The test candidate's exam will be flagged for review by eLuminate LLC to determine validity. All decisions are solely that of eLuminate LLC and are final upon appeal. If granted, the test candidate must not conduct activities during a break that may compromise exam security. This includes using a telephone and/or communicating with other test candidates.

4. Proctors may answer questions regarding the functionality of the exam software but may not answer questions or provide instructions related to exam content.

### **Seat Time**

It is important to note that the testing time is just a portion of the time the candidate must set aside to take the exam. Additional time will be required to administer an exam from start to finish for proctor availability, checking the testing environment, and proper identification of the test candidate. This administrative time combined with the allotted exam time is known as the "Seat Time." Additional actions may include tasks and logistics such as launching the software, signing in, potentially downloading updates to the software, loading times, reading and agreeing to terms/conditions, completing demographics, and reviewing a tutorial often while waiting for the proctor.

### **Cheating**

If a test candidate is suspected of cheating, the proctor will flag the event for review by eLuminate LLC. This review will occur within ten business days. The test candidate will then be notified of the infraction and informed of what was observed. The eLuminate LLC vendor documents a detailed account of what transpired. eLuminate LLC will review the exam video to determine how to handle the situation, including if the test candidate can retake the exam at their cost.

## **Examination Scores**

This section outlines when, how, and to whom Exam scores may be released.

### **Definitions**

For this section, the following definitions and connotations apply:

- Categorical Feedback
- Employer
- Exam
- Examinee
- Proctor
- Transcript

### **Score Release to the Examinee**

- Where there are no potential violations (flags) raised, examinees with a passing exam (certificants) will have access to their certificate and badge (proof of certification) three (3) business days after passing the certification exam. Certificants who pass the exam may retrieve their certificate(s) or badges associated with their email address by clicking on "My Certificates" from the main menu at the top of the eLuminate website.
- In cases where the examinee passes the exam but potential violations have been raised by the proctor (high priority incidents), a review period of up to 14 days will take place. If it is determined that a violation has occurred, your certificate will be invalidated and revoked. If it is determined that no violation occurred, examinees who pass the exam may retrieve their certificate or badge associated with their email address by clicking on "My Certificates" from the main menu at the top of the eLuminate website.

- Examinees will see the following information after completing their exam:
  - Scale Score
  - Pass/Fail
  - Content area breakdown score
  - Content area breakdown percentage
- Examinees are encouraged to take note of this information at the time of completion of their exam.

### **Score Release to the Employer**

- Employers who purchase exam vouchers for examinees will be able to access those examinees' scores if the test-taker shares access to the self-service widget (“My Certificates”) link found on [eLuminateCertifications.com](https://eLuminateCertifications.com)
- Employers who have not purchased the exam for an examinee must contact the examinee for approval of their score release. The examinee may retrieve the information from our website's third-party widget and may provide such information to their employer

### **Score release to the eLuminate LLC Board Members and eLuminate LLC Customer Service for review of appeals.**

- The Board, and/or Certification Committee may view the individual responses to improve the reliability and validity of the exam. Customer service members do not have access to the testing platform and may only view the names and pass/fail status of examinees who participated in eLuminate LLC exam sessions
- Proctors may only view the names of examinees who participated in eLuminate LLC exam sessions held by that specific proctor

## **Retaking an Exam**

### **Exam Failure**

Candidates who fail an exam must purchase subsequent retake(s) from eLuminate LLC

- Candidates must wait at least 14 days after failing an exam before an additional attempt

### **Appeals**

If a candidate appeals for an additional exam attempt due to an abnormality in the testing experience caused by the proctor, the candidate must have raised the proctoring abnormality at the time it occurs (i.e., during the exam session, so it is recorded on the video.) They must also submit an appeal to [support@eLuminateCertifications.com](mailto:support@eLuminateCertifications.com) for it to be considered.

- If the candidate has not raised the abnormality during the testing session, it is difficult for an eLuminate LLC representative to establish if and when the incident occurred.
- See the “Appeals” policy and procedure section of this handbook for more information.

## **Repurchasing Exams**

eLuminate LLC will allow candidates to begin a second attempt at an exam after 14 days have elapsed since the completion of the first attempt provided the candidate repurchases the exam and registers for an exam session.

If a candidate is required to retake an Exam due to a failure, their enrollment may not be processed until three business days after the purchase of their second attempt.

## **Exam Refunds and Appeals**

eLuminate LLC will not give refunds on an exam attempt, i.e., an exam that has been initiated.

## **Retrieving Your Credentials After an Exam**

In order to retrieve your credentials after successful completion of an exam, navigate to the eLuminatecertifications.com website. From there, locate the “My Certifications” link in the banner at the top of the page. Then, you will be taken to a page and prompted to enter your email address. Enter the same email address you used to purchase the exam. The credential will be delivered to your email.

## **Privacy Policy and Release of Information**

### **Why eLuminate Uses and Discloses Your Information**

eLuminate does not rent or sell personal information about you (name, address, email, or any other information that it collects from you) with other people or non-affiliated companies. However, eLuminate uses your information for various operational purposes, including to provide services to you and for administrative purposes, as further described below.

### **When eLuminate Uses and Discloses Your Information**

eLuminate does not rent or sell personal information about you (name, address, email, or any other information that it collects from you) with other people or non-affiliated companies. However, eLuminate uses your information for various business purposes, including to provide services to you and for administrative purposes, as further described below.

### ***To Provide Information About the Status of a Certified Person:***

eLuminate discloses information related to the status of a certified person upon inquiry from a member of the public. The information released pursuant to this type of inquiry is limited to the following information:

Name of Certified Individual

Status of Certification (active, expired, suspended, withdrawn)

State or Territory in Which Certified Individual Obtained Certification

If Active, the Expiration Date of Certification

Under no circumstances will eLuminate LLC or its partners release or distribute any confidential information in connection with the above inquiry with the exception of the “Name of Certified Person” listed above.

***To Provide Services to You:***

eLuminate uses your information to provide you with our credentialing services, which includes sharing such information to our trusted service providers and business partners in the following manner:

1. eLuminate utilizes the LearnUpon e-commerce portal to process your payments. LearnUpon is a third party service provider to eLuminate. [LearnUpon is ISO 27001:2013 certified, SOC 2 compliant, GDPR compliant, has 99.99%+ uptime, and is Powered by Amazon Web Services. Their certificate of ISO27001 compliance and SOC 2 Type II report are available on request by contacting <https://www.learnupon.com/schedule-live-demo/>].

In processing your payments for our services, eLuminate collects the following information through the LearnUpon e-commerce portal:

- first name
- last name
- email
- exam type
- exam quantity
- credit card payment

LearnUpon will share the following information via an API (Application Programming Interface) with EXAMITY in connection with your exam:

- first name
- last name
- email
- exam type

Although it appears as one platform, you will schedule a proctor for your exam and set your exam date with and through the EXAMITY service. EXAMITY is a third-party service provider to eLuminate. [View Examity’s Privacy Policy here: <https://www.examity.com/features/privacy-and-security/>]

1. You will take your exam on the Scorpion (Caveon) Platform. Scorpion (Caveon) is a service provider to Examity for exam delivery. As a result, Examity will share the following information with Scorpion (Caveon) in connection with your exam:

- first name
- last name
- email
- exam type

2. Caveon will house the test questions and grade your exam.

- While the Examity proctor will notify eLuminate of any integrity breach during the examination session. eLuminate will follow the eLuminate policy on how to deal with integrity breaches.

3. If you receive a passing score on your exam, your passing status and email address will be sent by Caveon via API to Accredible. Accredible is a third-party service provider to eLuminate.

- See Accredible's Privacy Policy here: <https://www.accredible.com/legal/privacy-policy>
- You will receive an email from Accredible notifying you of your passing status.

4. Where certification is required by state or federal law, or if your employer needs to establish that you have received a credential granted by eLuminate, LLC your credential verification may be obtained by you, the certificant, via an Accredible self-service widget found on [eluminatecertifications.com](http://eluminatecertifications.com).

eLuminate will also use your information to support the services provided to you, such as:

- Managing your information and accounts
- Providing access to certain areas, functionalities, and features of our services
- Answering requests for customer or technical support
- Communicating with you about your account, activities on our services, credentialing, test taking, and policy changes
- Processing your payment methods for products or services purchased
- Similar and related activities

***Other Legitimate Business Reasons or to Comply with Legal Obligations:***

eLuminate may also use your information for other legitimate business interests or to comply



with its legal obligations, such as:

- Direct marketing
- Network and information security
- Fraud prevention
- Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity
- Improving, upgrading, or enhancing our services
- Developing new products and services
- Ensuring internal quality control and safety
- Authenticating and verifying individual identities, including requests to exercise your rights under this policy
- Debugging to identify and repair errors with our services
- Auditing relating to transactions and other compliance activities
- Enforcing eLuminate’s agreements, policies, and credentialing integrity
- Other uses as required to comply with eLuminate’s and its affiliates’ legal obligations

### ***Marketing and Advertising our Products and Services***

eLuminate may use aggregate information with additional content, marketing products, updates and advertisements. eLuminate may provide you with these materials as permitted by applicable law.

Some of the ways eLuminate may market to you include email campaigns, advertising, and “interest-based” or “personalized advertising.”

If you have any questions about eLuminate’s marketing practices or if you would like to opt out of the use of your personal information for marketing purposes, you may contact us at [support@eluminatecertifications.com](mailto:support@eluminatecertifications.com).

### ***Other Purposes***

We also use your information for other purposes as requested by you or as permitted by applicable law.

- We may use personal information for other purposes that are clearly disclosed to you at the time you provide personal information or with your consent
- We may use personal information and other information about you to create de-identified and/or aggregated information, such as de-identified demographic information, information about the device from which you access our Services, or other analyses we create. If we create or receive personal data that has been de-identified or aggregated, we will not attempt to reidentify it, except to comply with applicable law

## **How eLuminate Discloses Your Information**

eLuminate discloses your information to third parties for a variety of business purposes, including to provide our Services, to protect us or others, or in the event of a major business transaction such as a merger, sale, or asset transfer, as described below.

### **Disclosures to Provide our Services**

The categories of third parties with whom we may share your information are described below.

- **Service Providers and Business Partners.** We may share your information with our third-party service providers who use that information to help us provide our services. This includes service providers that provide us with IT support, hosting, payment processing, customer service, proctoring, testing, credential processing, and related services as further explained below
- **Affiliates.** We may share your personal information with our company affiliates for our administrative purposes, including activities such as IT management, for them to provide services to you or support and supplement the services we provide

### **Disclosures to Protect Us or Others**

We may access, preserve, and disclose any information we store associated with you to external parties if we, in good faith, believe doing so is required or appropriate to: comply with regulatory requirements, law enforcement and legal process, such as a court order or subpoena; protect your, our, or others' rights, property, or safety; enforce our policies, contracts or credentialing requirements; collect amounts owed to us; or assist with an investigation or prosecution of suspected or actual illegal activity.

### **Disclosure in the Event of Merger, Sale, or Other Asset Transfers**

If we are involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, purchase or sale of assets, or transition of service to another provider, your information may be sold or transferred as part of such a transaction, as permitted by law and/or contract.

### **Your Privacy Rights**

In accordance with applicable law, you may have the right to:

- **Access Personal Information** about you, including: (i) confirming whether we are processing your personal information; (ii) obtaining access to or a copy of your personal information via the Accredible self-service widget found on our website: [eLuminatecertifications.com](https://eLuminatecertifications.com)
- **Request Deletion, Anonymization or Blocking** of your personal information when processing is based on your consent or when processing is unnecessary, excessive or

noncompliant, however, you are the only one with access to your certification information, and therefore, you may choose not to share that information with anyone

- Request Restriction of or Object to our processing of your personal information when processing is noncompliant
- Withdraw your Consent to our processing of your personal information. If you refrain from providing personal information or withdraw your consent to processing, our service will not be available
- Request data portability (if applicable) and receive an electronic copy of personal information that you have provided to us through the Accredible self-service widget found on our website: [eLuminatecertifications.com](https://eLuminatecertifications.com)
- Be informed about third parties with which your personal information has been shared
- Request the review of decisions taken exclusively based on automated processing if these decisions could affect your data subject rights

If you would like to exercise any of these rights, please contact: [support@eluminatecertifications.com](mailto:support@eluminatecertifications.com). We will process such requests in accordance with applicable laws.

### **Security of Your Information**

We take steps to ensure that your information is treated securely and in accordance with this Privacy Policy. Unfortunately, no system is 100% secure, and we cannot ensure or warrant the security of any information you provide to us. We have taken appropriate safeguards to require that your personal information will remain protected, and take steps to require our third-party service providers and partners to have appropriate safeguards as well. To the fullest extent permitted by applicable law, we do not accept liability for unauthorized disclosure.

By using our Services or providing personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of our services. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on our services, by mail, or by sending an email to you. Inputting your address signifies agreement to our Terms of Service and this Privacy Policy. If you have any further questions regarding our privacy policy or practices contact: [support@eluminatecertifications.com](mailto:support@eluminatecertifications.com).

### **California Only Consumer Privacy Act (CCPA)**

If you are a California resident, under the California Consumer Protection Act (CCPA) you are entitled to the following rights:

- The right to know or request that a business discloses the categories and the specific pieces of personal information that a business collects, uses, discloses, and sells
- The right to request that a business deletes any personal information that the company has collected

- The right to opt-out of the sale or transfer of personal information
- The right to not receive discriminatory or differentiated treatment by a business because you exercised a right conferred by the CCPA

To exercise your right to access or delete your information contact Customer Support by sending an email to [support@eluminatecertifications.com](mailto:support@eluminatecertifications.com).

### **Nevada Only Residents**

If you are a resident of Nevada, under the law you are given the right to opt out of the sale of your personal information. eLuminate LLC does not sell consumers' personal information, however, you are still entitled to be notified of this right.

### **Canada Only Residents**

#### ***The Personal Information Protection and Electronic Documents Act***

If you are a Canadian citizen, under the Personal Information Protection and Electronic Documents Act you are entitled to be notified of the following rights:

- The right to consent to your information being collected
- The right to know or request that a business discloses the categories and the specific pieces of personal information that a business collects, uses, discloses, and sells
- The right to complain to a business about how your information is being treated

### **Record Retention**

Reports of successful and unsuccessful candidates are kept for a minimum of one full certification cycle (currently 3 years) or as required by eLuminate LLC's recognition agreements, contractual, legal, or other obligations. eLuminate works with a third-party vendor to ensure electronic records are identified, managed and disposed of in such a way as to ensure the integrity of the process and the confidentiality of the information.

Videos of red flagged testing sessions (disputes related to potential exam violations) are kept for up to one year from the date of testing, after which our third-party vendor disposes of them in such a way as to ensure the integrity of the process and the confidentiality of the information. Typically, exam videos without red flags are available to program administrators to review for sixty (60) days and then destroyed.

Your purchase of the exam signifies your agreement to comply with all ANSI National Accreditation Board (ANAB) requirements imposed upon eLuminate, LLC.

### **NON-RELEASE OF CONFIDENTIAL INFORMATION**

eLuminate maintains legally enforceable agreements with all staff and vendors to ensure that

individuals' *confidential* information is protected. eLuminate shall not release ANY *confidential* information outside of this policy unless required to do so by law or court order. In the event that eLuminate is legally required to release an individual's information, eLuminate shall inform the individual whose information is being released.

## Procedure for Filing a Complaint

eLuminate LLC is committed to being consistent, fair, and impartial when handling your complaint. eLuminate is also interested in the continual improvement and sustained quality of all aspects of its certification-related activities and operations.

### Exam Administration or Technical Complaints

Exam candidates with a complaint regarding how their exam was administered or a technical issue encountered during the exam must follow the process as outlined in the Candidate/Certificant Handbook.

### Complaints Against Candidates, Candidates, or Certificants

To file a complaint regarding a person under eLuminate jurisdiction who may have violated the Candidate/Certificant Code of Conduct, please follow the steps as outlined here and send your complete complaint via email to [support@eLuminatecertifications.com](mailto:support@eLuminatecertifications.com).

### General Complaints

If you would like to file a formal complaint regarding eLuminate systems, services, staff, policies, or the conduct of a certified person, please follow the steps as outlined here and send your complete complaint via email to [support@eLuminatecertifications.com](mailto:support@eLuminatecertifications.com).

The purpose of the Complaint Policy and Procedure is to provide an efficient, fair, accessible, and impartial process for responding to and resolving complaints from eLuminate stakeholders.

A complainant may file a formal complaint regarding eLuminate systems, services, staff, procedures, policies, or any other certification-related activity.

### The following procedures must be followed for a complaint to be reviewed:

- 1) The complainant MUST submit the complaint in writing either
  - a) via electronic mail to [support@eluminatecertifications.com](mailto:support@eluminatecertifications.com)
  - b) in a similar fashion by utilizing the "Contact Us" form at the bottom of the eLuminate website. Candidates should select "I need help with" and select the "Complaint" option from the dropdown menu.
- 2) Formal complaints must include:
  - . Name of the complainant,
  - a. Contact information for the complainant,
  - b. Subject line of the email begins with: "Complaint"
  - c. Specifics regarding the basis of the complaint, and
  - d. Relevant supporting documentation may be attached.

- 2) eLuminate will acknowledge receipt of the complaint via email and will provide a formal written response within 30 business days of receipt of the complaint. If resolution will take longer, eLuminate will provide progress updates.

### **Confidentiality**

eLuminate shall maintain confidentiality in handling complaints and shall only communicate information regarding the complaint to those necessary to process, investigate, and resolve the complaint.

## **Procedure for Filing an Appeal**

### **INTRODUCTION**

eLuminate LLC, develops and administers examinations to candidates eligible for Food Service Manager and Long-Term Care Food Service Manager certification. This Policy explains the procedures that apply to all eLuminate examination appeals, including appeals related to test administrations, special examination accommodations, and examination content. eLuminate credential candidates are referred to as examinees in this Policy.

As the examination administrator, eLuminate may take any of the following actions with respect to an examinee's test administration or test score:

1. Deny access to, or terminate, an examination administration when the examinee engages in prohibited conduct, including, but not limited to: refusing or failing to comply with a test administration policy, rule, or procedure, or proctor/examination administrator instruction; cheating; bringing unauthorized materials or communication devices into the testing room; accessing other computer programs, applications, or content during an examination; disrupting the testing process; and, communicating with other examinees or persons during the testing process.
2. Invalidate an examinee's test score when eLuminate determines that the examinee has: acted contrary to a test administration policy, rule, or procedure, or proctor/examination administrator instruction; engaged in cheating or other prohibited conduct; brought unauthorized materials or a communication device into the testing room; accessed other computer programs, applications, or content during an examination; or, communicated with other examinees or persons during the testing process.
3. Deny access to, or terminate, an examination administration when the examinee: fails to accept a special testing accommodation approved by eLuminate; or, requests additional special test accommodations during the test administration that were not approved by eLuminate.

### **GENERAL POLICY TERMS**

1. Nature Of The Process: All appeals related to examinations administered by eLuminate are governed by the procedures contained in this Policy. These procedures are the only way to resolve all examination-related issues, including matters regarding examinee testing irregularities. The informal procedures in this Policy are not legal proceedings, and are designed to operate without the assistance of attorneys. Examinees are encouraged to communicate directly with eLuminate, unless otherwise specified. An examinee may retain an attorney to

represent him/her with respect to an examination appeal, at his/her sole expense. An attorney representing an examinee will be required to communicate with eLuminate only through the eLuminate President and CEO, or his/her designee.

2. Time Requirements: eLuminate will make reasonable efforts to follow the time requirements identified in this Policy. However, a failure by eLuminate to meet a time requirement will not prohibit the review or final resolution of any matter arising under these procedures. Examinees are required to comply with all specified time requirements. Time extensions may be granted by eLuminate if a timely, written request is submitted explaining a reasonable cause for the extension.
3. Confidentiality: In order to protect the privacy of examinees involved in an appeal, all materials prepared by, or submitted to, eLuminate will be confidential, except as otherwise stated in this Policy. Disclosure of material prepared by or submitted to eLuminate is permitted only when specifically authorized by an eLuminate policy and/or an authorized organizational representative. Examinees are authorized to informally communicate only with specifically designated eLuminate representatives. In order to protect the confidentiality of examinee information, eLuminate will only communicate with the examinee or his/her attorney concerning an examination, and not with an examinee representative.

Among other information, eLuminate will not consider the following materials and documents to be confidential: (a) published policies, including credentialing and licensing criteria; (b) records and materials that are disclosed as the result of a legal requirement; (c) at the request of an examinee, any test information that the examinee would like made available to other credentialing agencies or organizations; and, (d) final eLuminate examination appeal decisions and actions.

4. Examination Security: eLuminate does not permit the disclosure or release of any test items or answers to examinees or any third parties, in order to protect the security of examination materials. Such examination materials will not be released with respect to examination appeals.
5. Failing To Report For an Examination: An examinee, who fails to report for a test administration at the scheduled appointment time, forfeits all fees paid related to the examination, unless otherwise determined by eLuminate. In such situations, the examinee will be required to complete a new test registration form and pay the applicable examination fees, in order to re-register for the examination.

## **EXAMINATION ACTIONS/ EXAMINEE APPEALS**

Acceptable Grounds For Examination Appeals/ Required Information. Examinees may submit an appeal concerning an examination administration.

Examination Administration Appeals: An examinee may appeal a failing test result where the examinee believes that a test administration condition negatively affected his/her ability to complete or pass the examination (administration appeal). Such appeals are limited to examinee complaints regarding *significant* test administration issues or the conduct of eLuminate or Proctor personnel.

In order for an administration appeal to be considered by eLuminate, the examinee should attempt to resolve the issue with the proctor informally. If the proctor is unable to resolve the issue, the complainant should contact eLuminate LLC customer support by email to [support@eLuminatecertifications.com](mailto:support@eLuminatecertifications.com) within 7 calendar days. This email must contain the following information:

- Full name
- Address
- Email
  - Subject line begins with: “Appeal”
- Exam Date & Location
- Exam Type
- Circumstances prompting the appeal
- 

\*An appeal may also be submitted in a similar fashion by utilizing the “Contact Us” form at the bottom of the eLuminate website. Candidates should select “I need help with” and select “Appeal” from the dropdown menu.

Unacceptable Grounds For Examination Administration Appeals: The following grounds cannot serve as the basis of an examination administration, and eLuminate will not accept such examination appeals:

- The examinee’s lack of knowledge or understanding of the test administration policies or procedures. All examinees are required to read and understand the policies and procedures identified in the Candidate/Certificant Handbook prior to sitting for the examination.
- The examinee’s failure to follow examination administration instructions: provided by the test proctor or examination administrator related to the examination administration; or, included as part of the examination instructions.
- The examinee’s mental state during the examination, including nervousness or anxiety.
- Personal circumstances of the examinee that may have affected the examinee’s completion of the examination, such as illness, injury, or family problem.
- Examinee errors or omissions related to understanding examination items, or understanding or recording answers, except those caused by circumstances outside the examinee’s control.
- Computer-related problems that do not impact the administration of the examination, and that are resolved by the test proctor prior to administering the exam.
- Reasonable and commonly occurring sounds and noises in the room.
- Late arrival or failure to appear for the test administration.
- The validity of the content of the examination in general.
- The passing score of the examination established by eLuminate, or the process used to determine the passing score.
- The examinee believes that he/she should have achieved a passing score on the examination.
- Non-examination reasons, such as an examinee’s education or academic achievements, work history and/or clinical experience, or the submission of personal reference(s) or letter(s) of support from a supervisor, colleague, or family member.
- Multiple, prior attempts to pass the examination.
- The examinee’s performance on practice or sample examinations.



## EXAMINATION APPEAL SUBMISSION REQUIREMENTS

Examination Appeal Submission Deadline and Content: All examination appeals must be submitted to eLuminate by emailing [support@eLuminatecertifications.com](mailto:support@eLuminatecertifications.com) within 7 calendar days of scheduled exam administration date.

Failure to submit an appeal by the required deadline will result in the rejection of the appeal.

An examination appeal must include the following information in order for the appeal to be reviewed:

- Full name
- Address
- Email
  - Subject line begins with: “Appeal”
- Exam Date & Location
- Exam Type
- Circumstances prompting the appeal

Examination Submission Completion: Examination appeals, with all documentation supporting the appeal, must be submitted by email. eLuminate will provide email confirmation to the examinee that the appeal was received.

## EXAMINATION APPEAL REVIEWS AND DECISIONS

Administration and Accommodation Appeal Reviews and Decisions: All examination administration and accommodation appeals are reviewed by the Examination Appeals Specialist or his/her designee (Appeals Specialist). The Appeals Specialist will review the appeal in order to determine whether the information submitted by the examinee is accepted for review, and whether the examinee has satisfied the requirements identified in this Policy. If the Appeals Specialist determines that the appeal does not satisfy the Policy requirements or otherwise does not warrant further review, the Appeals Specialist will reject the appeal, and notify the examinee of the rejection, including the reasons supporting the rejection. Appeal rejection determinations are not subject to further appeal. If reasonable grounds exist, an appeal which is initially rejected for failure to satisfy the appeal submission requirements may be resubmitted in a format that satisfies the requirements of this Policy, so long as the prescribed appeal deadline has not passed.

Following receipt of an administration or accommodation appeal, the Appeals Specialist may, in his/her sole discretion: (a) request that the examinee provide additional information or documentation regarding any aspect of the appeal; (b) communicate with authorized test administration provider representatives to obtain additional information relevant to the appeal; and/or, (c) conduct any other investigative activities necessary to perform an appropriate review of the appeal.

Following acceptance of the appeal for review, the Appeals Specialist will make a recommendation to the eLuminate Program Director who will issue a written appeal decision, including a statement of the reasons for the decision. Appeal decisions will be issued within sixty (60) days of acceptance of the appeal, or as soon thereafter as practical.

Appeal Remedy Limitations: The exclusive remedy for a successful appeal is a retake of the examination. **eLuminate cannot modify examination scores based on an appeal.**

[NOTE: Examinees must reschedule a retake within 30 days of a successful appeal.]

## APPEALS OF ADVERSE DECISIONS

In addition to exam appeals, Candidates and Certificants have the right to appeal an adverse decision by eLuminate (e.g. certificate withdrawal, suspension). Appeals of adverse decisions shall be handled in a similar manner to exam appeals as outlined below:

1. Candidates/Certificants shall be notified within 72 hours that an adverse action is being taken against them. All notifications of adverse action sent to Candidates/Certificants shall also include language notifying those individuals that they have the right to appeal the action being taken against them, subject to the Appeals Policy.
2. Candidates/Certificants must initiate the appeals process within 7 calendar days from the date on which they receive notice of the adverse action.
3. Appeals on adverse decisions must be submitted to eLuminate by emailing [support@eLuminatecertifications.com](mailto:support@eLuminatecertifications.com). eLuminate will acknowledge receipt of the complaint via email.

Appeals of adverse decisions must include the following information

- Full Name
- Address
- Email
- Subject line contains "Appeal"
- Note the decision or action being appealed
- Include information as to why you are appealing the decision/action
- Propose alternative actions you believe are justified under the circumstances

Appeals may also be submitted via the "Contact Us" function on [eluminatecertifications.com](http://eluminatecertifications.com). When submitting your appeal, select "Appeals" from the "I need help with..." dropdown box. Be sure to include all the required information with your appeal. Submitting an appeal in this manner will generate an email that is received by eLuminate.

4. Following receipt of an appeal on an adverse decision, the Appeals Specialist acknowledge the receipt of the appeal, and will forward the appeal to the Program Director who, after gathering all the necessary facts, will issue a written appeals decision within 60 days of acceptance of the appeal, or as soon as practical thereafter.

\*Submission, investigation and decision on appeals shall not result in any discriminatory actions against the appellant.

\*\*For all appeals that allege specific misconduct against a staff member of eLuminate or its vendors, the person who is the subject of the appeal may not be involved in appeal decision-making process.

## Statement on Impartiality

### COMMITMENT TO IMPARTIALITY AND CONFIDENTIALITY

eLuminate LLC strives to conduct its business in a fair, impartial, and unbiased manner with an emphasis on objectivity and inclusiveness. All decisions related to certification are fair and applied consistently

across all candidates, candidates, and certified persons to assure that certification is awarded solely on the individuals' ability to meet and maintain certification requirements. ELuminate LLC is further committed to ensuring that its certification activities are independent of all other activities, partnerships, or business relationships. eLuminate LLC also recognizes that the strict maintenance of confidentiality is essential to protect its operations, employees, clients, stakeholders, and, most importantly, the certification process.

eLuminate LLC shall avoid any actions and/or commitments that might create the appearance of impartiality to:

- Candidates, Candidates, and Certified Persons
- Demographics
- Finances
- Commercial Interests

If you have any questions regarding this program and its policies, please contact eLuminate LLC at [support@eLuminatecertifications.com](mailto:support@eLuminatecertifications.com)