

D&S DIVERSIFIED TECHNOLOGIES

333 OAKLAND AVE, FINDLAY, OH 45840

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PROVIDING STNA TESTING SOLUTIONS THROUGHOUT the UNITED STATES

D&S DIVERSIFIED TECHNOLOGIES NURSE AIDE TEST OBSERVER AGREEMENT

Form 1500 OH, 1501 OH and 1503 OH are part of and MUST accompany this agreement

Parties:

This agreement is entered into this _____ day of _____, 20____ by and between

Applicant: _____ SS# _____ - _____ - _____ of

Home Address: _____ City: _____ State: _____ Zip: _____

Phone Numbers: _____

hereinafter referred to as the TO (Test Observer) and D&S DIVERSIFIED TECHNOLOGIES (a partnership fully owned and operated by Paul Dorrance and Ben Schmitt employer ID# 81-0485786) for the purpose of administering D&S DIVERSIFIED TECHNOLOGIES Nurse Aide Written/Oral and/or Skill Tests at sites and dates mutually agreed to with D&S DIVERSIFIED TECHNOLOGIES.

Obligation: The TO will be paid twenty-seven dollars and fifty cents (\$27.50), which includes two dollars for consumable supplies, for each Skill Test satisfactorily administered, and four dollars and fifty cents (\$4.50) for each Written Test satisfactorily administered that may be used to compensate Written Test Proctors hired and trained by the TO plus two dollars (\$2.00) for any written tests that are oral requests. D&S DIVERSIFIED TECHNOLOGIES will further compensate the TO seven dollars and twenty-five cents (\$7.25) for each Skill Test administered that may be used to pay Actors hired and trained by the TO. Test Observer selected and that agree to be Mentor Test Observer will receive fifty dollars (\$50.00) per Evaluator they mentor in accordance with D&S DT and ODH approved Mentor guidelines and procedures. Test Observer will receive twenty dollars (\$20.00) for each pre-approved ADA Accommodation test that they oversee in accordance with D&S DT and ODH standards. The Evaluator must be certified yearly, at his or her own expense, by an approved Ohio Department of Health re-certification process or procedure. Test Observer that return testing packets (materials) that are not completed correctly will be charged fifteen dollars (\$15.00) per fifteen minutes of D&S DT staff time needed to fix the testing materials. The Evaluator will be notified of the specific reason for any penalties, so s(he) may take future corrective action to properly complete his/her work. Failure to mail/ship work materials within 18 hours of a completed test date is cause for a late submission penalty of \$30 per day and/or immediate cancellation of this agreement.

Payment will be made to the TO within 30 days of receipt of ALL testing materials, including proper completion of the Nurse Aide Examiner's Invoice/Report, (**Form 1250**) at PO Box #418, Findlay, OH, 45839-0418.

Independent Contractor: It is understood that the TO is an independent contractor and, because the TO is an independent contractor under the terms of this agreement, D&S DIVERSIFIED TECHNOLOGIES shall not deduct from any compensation paid or make any payment on behalf of the TO for any federal, state or municipal taxes or any insurance or retirement program. The TO will be solely responsible for all payments of federal, state and municipal taxes that may be required on any compensation paid under this agreement and will provide for their own insurance and retirement benefits, if they so desire. The TO agrees to maintain status as an independent contractor by being free from control or direction over the performance of his/her services and the details of his/her work, both under this contract agreement and in fact during performance of agreed upon work. The TO further agrees D&S DT/ODH will only be permitted to offer direction and exercise control in matters essential to specifying the end result as determined by ODH. Further, the TO acknowledges that as an independent contractor there is NO eligibility for workers' compensation claims under the terms of this agreement. The TO also agrees to and expects, unannounced periodic review during Test Evaluation, by either D&S DIVERSIFIED TECHNOLOGIES staff or ODH staff, for the purpose of improving the processes and procedures of STNA testing in Ohio.

Conflict of Interest: The Evaluator understands that they must not test any STNA candidate that they have trained, or any candidate that is hired by or being trained within their corporate structure or organization. Test Observer may not test their own family members or personal friends. Test Observer must remain consistent, impartial and unbiased during the administration of an Ohio STNA test and must avoid any possibility of a conflict of interest between their testing and training roles, if they are also an STNA trainer in Ohio.

Non-Discrimination: In accordance with state and Federal laws it is agreed that all persons with responsibilities in the performance of the terms of this agreement shall not discriminate against any person(s) on the basis of race, religious creed, color, sex, national origin, age, political affiliation or beliefs, marital status, mental or physical handicap, of ancestry on any activities performed pursuant to this agreement.

Modifications: This document contains the entire agreement between the parties hereto and shall not be enlarged, modified, altered, assigned, transferred or subcontracted except upon written agreement signed by all parties to this agreement. No statement, promises or inducements made by either party, which are not contained in this written Contract, shall be valid of binding.

Termination: Either party may terminate this agreement with 30 days written notice to the other party, except for immediate termination in the case of nonperformance of any act of activity contained herein.

Liability: When administering skills tests, no facility residents are to be used as test subjects (Actors). D&S DIVERSIFIED TECHNOLOGIES assumes no liability for test Candidates, test subjects, Actors or Test Observer and any and all claims resulting from negligence or any other act or action will be borne by the independently contracted Evaluator.

I hereby acknowledge and agree with the terms and conditions of this agreement.

TO Signature: _____ Date: ____/____/____

D&S DIVERSIFIED TECHNOLOGIES use ONLY: TO ID # assigned: ____ - ____ - ____ on ____/____/____ by _____