

D&S Diversified Technologies

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PROVIDING NA TESTING SOLUTIONS for Oklahoma

D&S DIVERSIFIED TECHNOLOGIES NURSE AIDE TEST OBSERVER AGREEMENT form 1505 OK

Form 1500 OK, 1501 OK and 1503e OK 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-two dollars (\$22.00), 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 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 five dollars and fifty cents (\$5.50) for each Skill Test administered that may be used to pay Actors hired by the TO. Observers selected and that agree to be Mentor Observers will receive fifty dollars (\$50.00) per Observer they mentor in accordance with D&S DT and OSDH approved Mentor guidelines and procedures. Observers will receive twenty dollars (\$20.00) for each pre-approved ADA Accommodation (reader marker) test that they oversee in accordance with D&S DT and OSDH standards. The Observer must be certified yearly, at his or her own expense, by an approved OSDH re-certification process or procedure. Observers 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 Observer will be notified of the specific reason for any charges, so they may take the steps necessary to prevent further charges. Holding testing materials and not returning them the same day tests are given is cause for 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 Report, (D&S DIVERSIFIED TECHNOLOGIES **Form 1250**) at PO Box #6609, Helena, MT, 59604-6609.

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. 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 events, by either D&S DIVERSIFIED TECHNOLOGIES or the OSDH, for the purpose of improving the processes and procedures of NA testing in Oklahoma.

Conflict of Interest: The Observer understands that they must not test any NA candidate that they have trained on the manual skill tasks. Observers may not test their own family members or personal friends. Observers must remain consistent, impartial, and unbiased during the administration of all OK NA testing and must avoid any possibility of a conflict of interest between their testing and training roles, if they are also an NA trainer in OK.

Non-Discrimination: 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 or within attachments and extensions of this contract.

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

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 _____