

D&S DIVERSIFIED TECHNOLOGIES LLP (D&S DT)

333 OAKLAND AVE, FINDLAY, OH 45840

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PROVIDING MEDICATION AIDE (MA) TESTING SOLUTIONS THROUGHOUT the UNITED STATES

D&S DIVERSIFIED TECHNOLOGIES MEDICATION AIDE TEST OBSERVER AGREEMENT

Form 1500 TM, 1501 TM 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 LLP (D&S DT) (a partnership employer ID# 81-0485786) for the purpose of administering D&S DIVERSIFIED TECHNOLOGIES Tennessee MEDICATION AIDE Knowledge and/or Skill Tests at sites and dates mutually agreed to with D&S DIVERSIFIED TECHNOLOGIES LLP.

Obligation: The TO will be paid twenty-two dollars and fifty cents (\$22.50) for the first year as an active Observer and then twenty-six dollars (\$26.00) for subsequent years, for each Skill Test satisfactorily administered, and eight dollars (\$8.00) for each Knowledge Test satisfactorily administered that may be used to compensate Knowledge Test Proctors hired by the TO. D&S DIVERSIFIED TECHNOLOGIES will further compensate Test Observers eight dollars and seventy-five cents (\$8.75) 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 guidelines and procedures. Observers will receive twenty dollars (\$20.00) for each pre-approved ADA Accommodation test that they oversee in accordance with D&S DT standards. The Observer must be certified yearly, at his or her own expense. Observers that return testing packets (materials) that are not completed correctly will be charged twenty-five dollars (\$25.00) 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 MEDICATION AIDE Examiner's Report, (D&S DIVERSIFIED TECHNOLOGIES **Form 1250**) at PO Box #418, Findlay, OH, 45839-0418 or submitted successfully electronically.

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 reviews during Test Observations, by either D&S DIVERSIFIED TECHNOLOGIES or the Tennessee Board of Nursing, for the purpose of improving the processes and procedures of MEDICATION AIDE testing in Tennessee.

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

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 or 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 or activity contained herein.

Liability: When administering skills tests, no facility residents are to be used as test subjects (Actors). Neither D&S DIVERSIFIED TECHNOLOGIES nor the Tennessee Board of Nursing assumes any 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 RN 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 _____