



D&SDT MAP TESTER AGREEMENT FORM 1505 MP

Form 1500 MP, 1501 MP and 1503 MP 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: _____ Email: _____

Hereinafter referred to as the Tester and D&S Diversified Technologies LLP (D&SDT) (a partnership employer ID# 81-0485786) for the purpose of administering D&SDT MAP tests at Massachusetts test sites and on dates mutually agreed upon with D&SDT staff.

Obligation: The Tester will be paid nine dollars (\$9.00) for each medication administration skill test satisfactorily administered, and nine dollars (\$9.00) for each transcription test satisfactorily administered. The Tester will be paid for D&SDT verified NO SHOW candidates. Testers selected and that agree to be Mentor Testers will receive fifty dollars (\$50.00) per Tester they mentor in accordance with D&SDT and DDS approved Mentor guidelines and procedures. Testers will receive an additional twenty dollars (\$20.00) for each pre-approved ADA Accommodation test (REM and/or EXT) that they oversee in accordance with D&SDT and DDS guidelines for accommodations granted. The Tester must be certified yearly, at his or her own expense, by an approved D&SDT/DDS/DMH/DCF re-certification process or procedure. Upon achieving one year of satisfactory service D&SDT will increase Med Admin and Transcription Admin compensation by one dollar each if the Tester has contracted for and successfully conducted at least twelve test events during the year. Upon achieving two years of satisfactory service and contracting for at least twenty-four test events, D&SDT will increase the compensation per test administered an additional one dollar each. Upon achieving three years and four years of satisfactory service and contracting for at least thirty-six and forty-eight test events, D&SDT will increase the compensation per test administered an additional \$.50 at each yearly milestone of successful testing. Testers that return testing packets (information/materials) that are not completed correctly will be charged twenty-five dollars (\$25.00) per fifteen minutes of D&SDT staff time needed to resolve any test scoring issues. The Tester will be notified of the specific reason for any charges, so s(he) may take the steps necessary to prevent further charges. Holding testing materials and not processing/submitting them the same day tests are administered is cause for immediate cancellation of this agreement or remedial action(s) as determined by D&SDT.

Payment will be made to the Tester within 30 days of receipt of ALL testing materials, including proper completion of the MAP Examiner’s Report, (D&SDT **Form 1250 or 1250e**) at P.O. Box 418, Findlay, OH, 45839-0418 or as a TMU© encrypted submission upon test event completion.

Independent Contractor: It is understood that the Tester is an independent contractor and, because the Tester is an independent contractor under the terms of this agreement, D&SDT shall not deduct from any compensation paid or make any payment on behalf of the Tester for any federal, state or municipal taxes or any insurance or retirement program. The Tester 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 his or her own insurance and retirement benefits, if s(he) so desires. Further, the Tester acknowledges that as an independent contractor there is NO eligibility for workers’ compensation claims under the terms of this agreement. The Tester also agrees to and expects, unannounced periodic review during test events, by either D&SDT or DDS/DMH/DCF, for the purpose of improving the processes and procedures of MAP testing in Massachusetts. The Tester will receive a 1099 in January each year from D&SDT if they are paid over \$600 for the calendar year.

Conflict of Interest: The tester understands that if s(he) is a MAP trainer, s(he) can NOT be a tester. S(he) must not test any MAP candidate that s(he) has trained, or any candidate that is hired by or being trained within his or her corporate or organizational structure. A tester may not test his/her own family members or personal friends. The tester must remain consistent, impartial and unbiased during the administration of all Massachusetts MAP testing and must avoid any possibility of a conflict of interest for any test candidate tested.

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, or ancestry on any activities performed pursuant to this agreement.

Modifications: This document and the listed attachments contain 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 of activity contained herein or within listed attachments to this contract. Upon any termination the Tester will return medication box, med books and supplies immediately at their own expense or \$150 will be withheld from final compensation or the tester will be invoiced for the \$150.00.

Liability: When administering skill tests, no facility residents are to be used as test subjects (resident or individual actors). D&SDT assumes no liability for test candidates, test subjects, actors, or testers and any and all claims resulting from negligence or any other act or action will be borne by the negligent individual or organization.

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

Tester Signature: _____ Date: _____/_____/_____

D&SDT use ONLY: Tester ID # assigned: _____ - _____ - _____ on _____/_____/_____ by _____