

D&S DIVERSIFIED TECHNOLOGIES

333 OAKLAND AVE, FINDLAY, OH 45840

TOLL FREE 877-851-2355 – LOCAL 419-420-1605 – FAX 419-422-8328 – www.hdmaster.com

PROVIDING XRAY TESTING SOLUTIONS THROUGHOUT the UNITED STATES

D&S DIVERSIFIED TECHNOLOGIES XRAY KNOWLEDGE TEST PROCTOR (KTP) AGREEMENT Form 1505 OX

1501 OX 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 KTP (Knowledge test proctor) and D&S DIVERSIFIED TECHNOLOGIES employer ID# 81-0485786 for the purpose of administering D&S DIVERSIFIED TECHNOLOGIES knowledge tests at sites and dates mutually agreed to with D&S DIVERSIFIED TECHNOLOGIES.

Obligation: The TO will be paid ten dollars (\$10.00) for each Knowledge Test administered. Test Observer/WTP will receive twenty dollars (\$20.00) for each pre-approved ADA Accommodation test (READER MARKER ONLY) that they oversee in accordance with D&S DT and ODH standards. The KTP must be certified yearly, at his or her own expense, by an approved Ohio Department of Health re-certification process or procedure. Any KTP that returns 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 KTP 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. The KTP MUST TEST SIX TIMES PER YEAR (JUNE THRU JULY OF THE CERT YEAR) IN-ORDER TO MAINTAIN a STATUS of ACTIVELY CERTIFIED,

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

Independent Contractor: It is understood that the KTP is an independent contractor and, because the KTP 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 KTP for any federal, state or municipal taxes or any insurance or retirement program. The KTP 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 KTP 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 KTP further agrees D&SDT/ODH/RAD ED will only be permitted to offer direction and exercise control in matters essential to specifying the end result as determined by ODH. Further, the KTP acknowledges that as an independent contractor there is NO eligibility for workers' compensation claims under the terms of this agreement. The KTP also agrees to and expects, unannounced periodic review during any test event, by either D&S DIVERSIFIED TECHNOLOGIES staff, RAD ED staff or ODH staff, for the purpose of improving the processes and procedures of X-RAY Technician testing in Ohio.

Conflict of Interest: The KTP understands that they must not test any candidate that they have trained, or any candidate that is hired by or being trained within their corporate structure or organization. KTPs may not test their family members or personal friends. KTP must remain consistent, impartial and unbiased during the administration of an Ohio test and must avoid any possibility of a conflict of interest between their testing.

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 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.

Liability: D&S DIVERSIFIED TECHNOLOGIES assumes no liability for test Candidates or Knowledge test proctors and any and all claims resulting from negligence or any other act or action will be borne by the independently contracted KTP.

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

KTP Signature: _____ Date: ____/____/____

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