



D&S Diversified Technologies LLP
Headmaster LLP

D&S DIVERSIFIED TECHNOLOGIES-HEADMASTER LLP

P.O. Box 418 - Findlay, OH 45840-0418
 (888)201-0758 | Fax: (419)422-8367

Email: hdmastereast@hdmaster.com | www.hdmaster.com

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**TENNESSEE NURSE AIDE
 RN TEST OBSERVER INDEPENDENT CONTRACTOR AGREEMENT - FORM 1505TN**
(Forms 1500TN, 1501TN, and 1503TN are part of and MUST accompany this agreement)

Parties:

This agreement is entered into this _____ day of _____, 20____ by and between:
 RN Applicant Name: _____ SS# _____ / _____ / _____ of
 Home Address: _____ City: _____ State: _____ Zip: _____
 Phone Numbers: _____ Cell: _____ Email: _____

hereinafter referred to as the TO (RN Test Observer) and HEADMASTER LLP/D&S DIVERSIFIED TECHNOLOGIES LLP (a partnership -- employer ID# 81-0485786) for the purpose of administering D&SDT-HEADMASTER Nurse Aide (NA) Knowledge and/or Skill Tests at sites and dates mutually agreed to with approved test sites.

Obligation: The TO will be paid for each test event the TO contracts to manage as compensation for event management, pre-event setup, consumable supplies, travel to and from events, Actor and Knowledge Test Proctor (KTP) training, certification and supervision as well as personally administering each skill test. As part of the TO testing team, the Actor and KTP are under the supervision and are the responsibility of the TO.

Active TOs will be compensated twenty-seven dollars and seventy-five cents (\$27.75) for **each candidate** skill tested at a test event the TO contracts to manage, up to a maximum of twelve (12) candidates per day, plus four dollars and twenty-five cents (\$4.25) for **each** Knowledge Test administered plus two dollars (\$2.00) for any knowledge tests that are oral requests. TOs are strongly encouraged to become certified to be mobile testers and will be compensated an additional one dollar \$1.00/skill test and \$1.00/knowledge test administered on their mobile testing equipment. Turn key, working mobile testing equipment packages are available for purchase from D&SDT-HEADMASTER, at our cost, which includes four chrome books or compatible devices. Actor and KTP compensation are to be agreed upon between the TO and his/her testing team members and is funded out of the compensation paid for each test component, as are all other TO overhead and expenses. RN Test Observers selected and that agree to be Mentor RN Test Observers will receive seventy-five dollars (\$75.00) per RN Test Observer mentored in accordance with D&SDT-HEADMASTER approved mentor guidelines and procedures. RN Test Observers will receive an additional twenty dollars (\$20.00) for each pre-approved ADA Accommodation test that they oversee in accordance with D&SDT-HEADMASTER directions and will comply with all ADA standards as directed. The RN Test Observer must be re-certified yearly, at his or her own expense, by an approved D&SDT-HEADMASTER re-certification process or procedure. RN Test Observers that return any testing packet (printed materials or WebETest© information) that is not completed correctly will be charged twenty-five dollars (\$25.00) per fifteen minutes of D&SDT-HEADMASTER staff time needed to fix the testing materials. The RN Test 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 (submitting) them the same day tests are given is cause for immediate cancellation of this agreement.

Payments for test events managed are issued twice weekly and will be directly deposited into the TO's designated bank account, or will be made to the TO within 30 days if not enrolled in direct deposit, providing D&SDT-HEADMASTER has received ALL required testing materials (WebETest© or paper), including proper completion of the NA Examiner's Report, (D&SDT-HEADMASTER Form 1250 or electronic equivalent).

Testing Attire: RN Test Observers are required to wear scrubs or lab coat for all testing events.

Independent Contractor: It is understood and agreed that the TO is an independent contractor and, because the TO is an independent contractor under the terms of this agreement, D&SDT-HEADMASTER 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 insurance and retirement benefits. 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 Events in progress, by either D&SDT-HEADMASTER or the Tennessee Department of Health (TDH), for the purpose of improving Tennessee NA testing processes and procedures. The TO will mutually agree to test dates to be conducted at D&SDT-HEADMASTER/TDH approved test sites, will pay for yearly recertification per D&SDT-HEADMASTER recertification policies, will supply his/her own equipment, tools, supplies and travel expenses, may choose the number of test events scheduled per year (to remain on the active observer list s(he) agrees to manage at least six events per year) and the TO and his/her testing team(s) may offer their testing services to the general public for any other types of testing work they desire.

Conflict of Interest: The RN Test Observer understands that s(he) must not test any NA candidate that s(he) has personally trained or any candidate that is hired by or being trained within their corporate structure or organization. RN Test Observers may not test his/her own family members, or personal friends. RN Test Observers must remain consistent, impartial and unbiased during the administration of a Tennessee NA competency test and must avoid any possibility of a conflict of interest between his/her testing and NA training role, if s(he) is also a NA skill 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 or ancestry during 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 or referenced 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 of the facility where testing is held or other test candidates are to be used as test subjects (Actors). Neither D&SDT-HEADMASTER nor TDH assume any liability for test candidates, test subjects, actors or RN Test Observers and any and all claims resulting from negligence or any other act or action will be borne by the independently contracted RN Test Observer. I do hereby acknowledge and agree with the terms and conditions of this agreement.

TO Signature: _____ Date: _____ / _____ / _____

D&SDT-HEADMASTER USE ONLY: TO Approved and Entered on: _____ / _____ / _____ by _____