

# D&S Diversified Technologies

333 Oakl and Ave, Findlay, OH 45840

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**PROVIDING NA TESTING SOLUTIONS THROUGHOUT TENNESSEE**

## D&S DIVERSIFIED TECHNOLOGIES NURSE AIDE TEST OBSERVER AGREEMENT

Form 1500 TN, 1501 TN and 1503 TN 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 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-one dollars (\$21.00), which includes two dollars for consumable supplies, for each Skill Test satisfactorily administered, and four dollars and twenty-five cents (\$4.25) 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 six dollars and seventy-five cents (\$6.75) for each Skill Test satisfactorily administered that may be used to pay Actors hired by the TO. The Observer must be certified yearly, at his or her own expense, by an approved Tennessee Department of Health re-certification process or procedure.

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 #418, Findlay, OH, 45839-0418.

**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 testing, by either D&S DIVERSIFIED TECHNOLOGIES or TDH, for the purpose of improving the processes and procedures of NA testing in Tennessee.

**Conflict of Interest:** The Observer understands that they must not test any NA 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 the Tennessee NA test and must avoid any possibility of a conflict of interest between their testing and training roles, if they are also a NA trainer in Tennessee. The TO understands that using any Nurse Aide student as an actor will result in that student being suspended from the testing process for six months by order of the Tennessee Department of Health and may result in the termination of this agreement.

**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 of activity contained herein.

**Liability:** When administering skill tests, no test facility residents or Nurse Aide Students are to be used as Actors. D&S DIVERSIFIED TECHNOLOGIES, the Tennessee Department of Health and the Test Facilities assume no liability for test Candidates, Written Test Proctors, 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 \_\_\_\_\_