



D&S Diversified Technologies LLP
Headmaster LLP

D&SDT-HEADMASTER LLP
 P.O. Box 418, Findlay OH 45839-0418
 (877)851-2355 – Fax: (419)422-8328
www.hdmaster.com
 Email: hdmastereast@hdmaster.com

*Innovative, quality technology solutions
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**OHIO STNA – D&S DIVERSIFIED TECHNOLOGIES (D&SDT) - HEADMASTER
 STNA RN TEST OBSERVER AGREEMENT - FORM 1505OH**

(Form 1500OH, 1501OH and 1503OH 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#: _____ | _____ | _____

Home Address: _____ City: _____ State: _____ Zip: _____

Phone Numbers: () _____ (cell) _____ (home) _____ (work) _____

Hereinafter referred to as the TO (Test Observer) and D&S DIVERSIFIED TECHNOLOGIES (D&S DT)-HEADMASTER, LLP (employer ID# 81-0485786) for the purpose of administering D&SDT-HEADMASTER Nurse Aide Knowledge/Oral and/or Skill Tests at sites and dates mutually agreed to with D&SDT-HEADMASTER.

Obligation: The TO will be paid twenty-seven dollars and fifty cents (\$27.50) for the first year and then twenty-nine dollars and fifty cents (\$29.50) for subsequent years, which includes two dollars for consumable supplies, for each Skill Test satisfactorily administered, and four dollars and fifty cents (\$4.50) for each Knowledge Test satisfactorily administered that may be used to compensate Knowledge Test Proctors hired and trained by the TO plus two dollars (\$2.00) for any knowledge tests that are oral requests. D&SDT-HEADMASTER will further compensate the TO seven dollars and twenty-five cents (\$7.25) and for each Skill Test administered that may be used to pay Actors hired and trained by the TO. RN Test Observers selected and that agree to be Mentor Observers will receive fifty dollars (\$50.00) per Observer they mentor in accordance with D&SDT-HEADMASTER and Ohio Department of Health (ODH) approved Mentor guidelines and procedures. RN Test Observers will receive twenty dollars (\$20.00) for each pre-approved ADA Accommodation test that they oversee in accordance with D&SDT-HEADMASTER and ODH standards. The RN Test Observer must be certified yearly, at his or her own expense, by an approved ODH re-certification process or procedure. I understand that I must successfully administer at least six (6) test events per year in order to maintain my active status as an Ohio RN Test Observer. RN Test Observers that return testing packets (materials) that are not completed correctly will be charged fifteen dollars (\$15.00) 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 them within 18 hours of a completed test event is cause for immediate cancellation of this agreement.

Payment will be made to the TO within 30 days of receipt of ALL paper (or electronic submission of all) testing materials, including proper completion of the Nurse Aide Examiner’s Report, (**Form 1250 or electronic version of the 1250**) at PO Box 418, Findlay, OH, 45839-0418 or online.

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&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 their own insurance and retirement benefits, if they so desire. The TO 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 TO also agrees to and expects, unannounced periodic review during test events, by either D&SDT-HEADMASTER or ODH staff for the purpose of improving the processes and procedures of STNA testing in Ohio.

Conflict of Interest: The RN Test Observer understands that they must not test any STNA candidate that they have trained, or any candidate that is hired by or being trained within their corporate or organizational structure. RN Test Observers may not test their own family members or personal friends. RN Test Observers must remain consistent, impartial, and unbiased during the administration of all Ohio STNA testing and must avoid any possibility of a conflict of interest between their testing and training roles, if they are also an STNA trainer in Ohio. I also understand that I cannot use anyone from the testing facility as an actor or KTP.

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 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 of 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 or violation of required testing protocols as established by D&SDT-HEADMASTER contained herein or within attachments and extensions of this contract.

Liability: When administering skill tests, no facility residents are to be used as test subjects (resident Actors). D&SDT-HEADMASTER assumes no 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 hereby acknowledge and agree with the terms and conditions of this agreement.

RN Test Observer Signature: _____ Date: _____ | _____ | _____

D&SDT-HEADMASTER use ONLY: TO ID # assigned: _____ | _____ | _____ on _____ | _____ | _____ by _____