



D&S Diversified Technologies LLP
Headmaster LLP

D&S Diversified Technologies LLP
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*Innovative, quality technology solutions
throughout the United States since 1985.*

Form 1505MP Updated 4-30-2011

D&SDT MAP TEST OBSERVER 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 TO (RN Test Observer) and D&S Diversified Technologies LLP (D&SDT) (a partnership fully owned and operated by Paul Dorrance and Ben Schmitt 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 TO 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 TO will be paid for D&SDT verified NO SHOW candidates. D&SDT will further compensate the TO fifty cents (\$0.50) for each medication administration skill test administered that may be used to purchase supplies to replenish placebo medications. [I hereby request my supply stipend be used to subscribe to the D&SDT supplies update service. Check ____ Yes or ____ No.] Observers selected and that agree to be Mentor Observers will receive seventy-five dollars (\$75.00) per Observer they mentor in accordance with D&SDT and DDS approved Mentor guidelines and procedures. RN Observers will receive an additional twenty dollars (\$20.00) for each pre-approved ADA Accommodation test that they oversee in accordance with D&SDT and DDS guidelines for accommodations granted. The RN Observer must be certified yearly, at his or her own expense, by an approved D&SDT/DDS/DMH/DPH 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 RN Observer 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. Observers that return testing packets (information/materials) that are not completed correctly will be charged fifteen dollars (\$15.00) per fifteen minutes of D&SDT staff time needed to resolve any test scoring issues. The RN Observer 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/returning 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 TO 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 PO Box #418, Findlay, OH, 45839-0418 or as a WebETest© encrypted submission upon test event completion.

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 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 review during test events, by either D&SDT or DDS/DMH/DPH, for the purpose of improving the processes and procedures of MAP testing in Massachusetts. The TO 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 RN observer understands that 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. An RN observer may not test his or her own family members or personal friends. The observer must remain consistent, impartial, and unbiased during the administration of all Massachusetts MAP testing and must avoid any possibility of a conflict of interest between his or her testing and training roles, if s(he) is also a MAP trainer in Massachusetts.

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.

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 RN observers 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.

TO Signature: _____ Date: _____/_____/_____

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