



Board of Directors Resource Manual
Part II

February 2011

CONTRACTS

ONCB has contracted with Dorothy Roberts as Executive Director. Roberts oversees the contracts the board has with other service partners that provide testing services, administrative management, meeting planning, marketing consulting, and others services as the need arises.

The Board also contracts for legal services and audit consulting.

These relationships are vital to the continued success of ONCB.

Audit Consultant

Clifton

Gunderson LLP

Certified Public Accountants & Consultants

October 20, 2010

Dorothy Roberts
Executive Director
Orthopaedic Nurses Certification Board, Inc.
C/O SmithBucklin Corporation
401 N. Michigan Ave.
Chicago, IL 60611

Dear Ms. Roberts:

We are pleased to serve Orthopaedic Nurses Certification Board, Inc. (hereinafter "you" or the "Organization") as your independent accountants. The purpose of this engagement letter and the accompanying Professional Services Agreement, which is attached and incorporated by reference, is to confirm the terms of our agreement. This letter and the attached Professional Services Agreement also clarify the nature, extent and limitations of the auditing and nonattest services to be provided.

James R. Thomas will be the partner responsible for the services provided to you. He will be assisted on this engagement by Christopher M. Manderfield, assurance manager and Robert J. Nowak, Jr., tax partner. In addition to the services that we are to provide under this engagement letter, we would also be pleased to assist the Organization on issues as they arise throughout the year. We hope that you will contact any of these individuals when you believe the firm can be of assistance. Any such future services are outside the scope of this engagement and their terms would be covered by a separate engagement letter.

Services to be Provided

Our services will include:

Auditing services. We will audit the statement of financial position of Orthopaedic Nurses Certification Board, Inc. as of December 31, 2010, and the related statements of activities and cash flows for the year then ended. Our audit will be performed in accordance with auditing standards generally accepted in the United States of America.

Nonattest services. We will also provide you with the following nonattest services:

- Assisting you with:
 - o Drafting financial statements and footnotes
- Proposing adjusting journal entries
- Preparing the tax returns

Our Fees and Payment Terms

The charges for our work are to be based upon the time involved, degree of responsibility

tel: 630.573.8600
fax: 630.573.0798
www.cliftoncpa.com
Offices in 17 states and Washington, DC

Dorothy Roberts
Orthopaedic Nurses Certification Board, Inc.
October 20, 2010

Page 2

assumed and skills required, plus expenses including internal and administrative charges. Bills for services are due when submitted. Interim bills may be submitted at periodic dates to cover charges and expenses incurred. If a bill for services is not paid when due, we reserve the right to cease work and withdraw from the engagement.

It is hereby agreed that our fee will not exceed \$6,500. This fee is based on our understanding that your accounting records, including supporting schedules, a list of which will be provided under separate cover, will be substantially completed by the beginning of fieldwork. We expect that your office personnel will help us by locating and providing us with invoices, vouchers, and other corporate documents and records that we request. We do not anticipate that we will encounter any substantial amount of accounting work to be completed or adjusted by us, or any defalcation or other significant problem or contingency. We will, of course, advise you before undertaking any work that would require an increase in the fee arrangement.

You hereby agree that if any statement is not paid within 30 days from its date, that the balance remaining from time-to-time unpaid shall draw interest at the monthly rate of 1 1/2%, which is an annual percentage rate of 18%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Agreed **and** Accepted

This engagement letter and the attached Professional Services Agreement constitute the entire agreement regarding services to be provided to you and supersedes all prior agreements, understandings, negotiations, and discussions between us relating to the scope of services described in this letter, whether oral or written. This agreement may be supplemented only by other written agreements.

If the above terms, and the terms and conditions of the accompanying Professional Services Agreement, are in accordance with your understanding and acceptable to you, please sign, date, and return the duplicate copy of this letter to us. This engagement letter should not be signed unless the Professional Services Agreement is attached and you have read and understand and agree to its terms.

We very much appreciate the opportunity to serve you and will be pleased to discuss any questions you may have.

Very truly yours,

Dorothy Roberts
Orthopaedic Nurses Certification Board, Inc.
October 20, 2010

Page 3

The services described in the foregoing letter and the Professional Services Agreement are in accordance with our requirements, and we understand and agree to the terms and conditions recited above.

Professional Services Agreement Audit and Tax Services

This Professional Services Agreement, together with the engagement letter, which is attached and incorporated by reference, represents the terms and conditions relating to the services Clifton Gunderson LLP will provide to Orthopaedic Nurses Certification Board, Inc. (hereinafter "you" or the "Organization"). This Professional Services Agreement is an integral part of the terms of our engagement and contains important and critical information. You should read it carefully before signing the engagement letter and contact us if you have any questions.

Objective of the Audit

The purpose and objective of our audit is to lead to the expression of an opinion with respect to your financial statements. The audit will include tests of your accounting records and other procedures we consider necessary to enable us to express our opinion on these financial statements.

You understand that circumstances may exist or may arise that would preclude us from issuing such an opinion. We will inform you if we discover circumstances that will have an effect on our opinion. If our opinion will be other than unqualified, the reasons will be fully disclosed. If, for any reason, we are unable to complete the audit or are unable to form an opinion, we may decline to issue a report and terminate our engagement. If these circumstances occur, we will bill you; you agree, under the terms of this letter, to pay for our time and expense incurred prior to the termination of our engagement.

Procedures and Limitations

Our audit is designed to provide reasonable, but not absolute, assurance of detecting misstatements, whether caused by error or fraud that, in our judgment, could have a material effect on the financial statements as a whole. It is not designed to detect error or fraud that is immaterial to the financial statements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our audit will be based upon tests and samples, since detailed auditing of all transactions is not practicable. The concept of selective testing of data is generally accepted as a valid and sufficient basis for an auditor to express an opinion on financial statements. Selective testing involves judgment both as to the number of transactions we examine and the areas to be tested. Because we will not perform a detailed examination of all transactions, there is an inherent risk that we will not detect material errors, fraud, or other illegal acts, if they exist. We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. We would document the actual terms and fees of such an engagement in a separate engagement letter to be signed by both you and Clifton Gunderson LLP.

While an audit includes obtaining an understanding of internal control to the extent required to support our reports, it is not designed to identify significant deficiencies. We will inform you of any significant deficiencies that come to our attention.

Your Responsibilities for the Fair Presentation of Financial Statements, Internal Control and Accounting Services We Perform

You are responsible for making all financial records and related information available to us and for the completeness and accuracy of that information. You are responsible for adopting sound accounting policies and establishing and maintaining a system of internal control for the fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other comprehensive basis of accounting). This includes retaining qualified personnel in areas affecting financial matters and performing ongoing monitoring activities to ensure transactions are properly recorded, assets are

safeguarded and the financial statements are substantially accurate. You are also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us of all known, suspected or alleged fraud involving the Organization, its employees or others that could have a material effect on the financial statements. You are responsible for identifying and ensuring compliance with the laws and regulations applicable to your activities.

Dorothy Roberts

Orthopaedic Nurses Certification Board, Inc.

October 20, 2010

Page 4

Although our firm may prepare or help in preparing your financial statements, the statements are the representations of your management ("Management"). You are responsible for adjusting the financial statements to correct material misstatements, and for affirming to us in the representation letter (as further discussed below) that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

For all nonattest services we perform in connection with our engagement, including tax services, you are responsible to designate a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, and accept overall responsibility for the results of the services.

For tax services we perform, as identified in the engagement letter, it is your responsibility to maintain, in your records, the documentation necessary to support the data used in preparing your tax returns. We will use information developed from your records, along with information furnished by your personnel, in performing tax services for your Organization. While we may use the information provided, we will not separately audit or otherwise verify its accuracy. You have the final responsibility for your income tax returns; therefore, you should review them carefully before you sign them, and ask us questions regarding the treatment of any items. While we may consult with you and provide advice regarding the application of tax laws or regulations, we are serving only as consultants, and you may accept or reject our recommendations.

Limitation on Who May Use Our Services

It is our understanding that the primary intent of engaging our professional audit services is for the benefit of the Management of Orthopaedic Nurses Certification Board, Inc. These services are not intended to benefit, inform, or influence any other person or entity. The tax services we perform are intended for your use only in complying with income tax filing requirements and should not be used for any other purpose. These services are not intended to benefit, inform, or influence any other person or entity, including any related parties such as trust beneficiaries, estate and gift beneficiaries, retirement plan beneficiaries, corporate shareholders, partnership partners, and corporate owners.

Ownership, Retention, Access and Production of Workpapers and Original Documents

The working papers supporting the services we perform are the sole and exclusive property of Clifton Gunderson LLP and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years. We will provide access to workpapers to applicable regulators for their regulatory oversight purposes. Access to the requested workpapers will be provided to the regulators under the supervision of Clifton Gunderson LLP personnel and at a location designated by our firm. In the event our workpapers are subpoenaed, we may request that your legal counsel assist us in obtaining a protective order, to prevent public disclosure of our workpapers. Should we ultimately be required by a regulatory agency, subpoena, or other enforceable action to produce copies of our workpapers, you agree to reimburse us for the time and out-of-pocket expense, including our legal fees, necessary to comply with such order. At the conclusion of our services, we will promptly return to you all of your original documents and records. Your original records are the primary records for your operations and comprise the principal back up and support for your financial statements and tax returns. You should take the appropriate actions necessary to safeguard and preserve these original records. Any information that may be contained in our working papers is not a substitute for your own original records.

Our Consent and Dissemination of Financial Statements and Other Information

Should you decide to include or incorporate by reference these financial statements and our audit report(s) thereon into a future offering of debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such an offering document. We will determine, at our sole discretion, whether we will reissue our report or provide consent for the use of our report only after we have conducted any due diligence we deem necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the offering document and (b) subsequent event procedures. These procedures

will be considered an engagement separate and distinct from our audit engagement, for which we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or withhold our
Dorothy Roberts
Orthopaedic Nurses Certification Board, Inc.
October 20, 2010

Page 5

consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our working papers for those periods, we are under no obligation to permit such access. We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied upon. With regard to electronic filings, such as in the World Wide Web area of the Internet, you understand that electronic sites are a means of distributing information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document. In the interest of facilitating our services to you, we may communicate by sending electronic mail over the Internet or by facsimile transmission. Such communications may include information that is confidential to the Organization. You acknowledge that e-mail travels over the public Internet, which is not a secure means of communication and, thus, confidentiality of the transmitted information could be compromised through no fault of our firm. Unless you issue specific instructions to do otherwise, we will assume that you consent to our use of these electronic devices and facsimile transmissions during this engagement as we deem appropriate. In addition, we mutually agree that the engagement letter, including the professional services agreement, may be executed electronically.

Management Representations

During the course of our engagement, we may request information and explanations from Management regarding, among other matters, the Organization's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. As a precondition to the issuance of our report, we will require that you provide us a written representation letter confirming some or all of the representations made by you and your staff during the engagement. The procedures we will perform in our engagement will be heavily influenced by the representations that we receive in the representation letter and otherwise from Management. Accordingly, inaccurate, incomplete or false representations could cause us to expend unnecessary efforts or could cause a material error or fraud to go undetected by our procedures.

In view of the foregoing, you agree that Orthopaedic Nurses Certification Board, Inc. will indemnify Clifton Gunderson LLP and our partners, principals and employees and hold us harmless from any claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of Management of Orthopaedic Nurses Certification Board, Inc., regardless of whether such person was acting in the best interests of Orthopaedic Nurses Certification Board, Inc.

Other Tax Disclosures

Our advice and services are only applicable to the specific facts and circumstances presented to us. Although we are available to provide you with tax planning advice, we are not obligated to do so unless you request it. It is our policy to put all tax planning advice in writing. You are not justified, therefore, in relying on any informal advice from us. Such advice has not been fully reviewed and is only preliminary or tentative. Information relating to tax advice we provide to you, including communications between us and material we create in the course of providing that advice, may be privileged and protected from disclosure to the Internal Revenue Service. Should the Internal Revenue Service seek disclosure from you or us of written or oral communications relating to such advice, we will discuss with you whether, and how, you assert or waive the privilege. This provision will survive the termination of your engagement with us. We assume no responsibility to keep you apprised of developments in the tax law relative to this engagement after it has been completed. Please note that we make no written or implied warranties or representations as to the results of the tax services we perform. You understand that no guarantees of refunds or abatements of taxes, penalty, or interest paid are expressed or implied. We will perform our tax services in accordance with *Treasury Department Circular 230* and the *Statement on Standards for Tax Services of the American Institute of Certified Public Accountants*. Our engagement to prepare the specific tax returns does not include responding to inquiries by any governmental agency or tax authority. If you are required to respond to an inquiry or if your return is selected for audit, you may request that we assist you in responding to such inquiry. In that event, we will be pleased to enter into a separate engagement for

This Professional Services Agreement is an integral part of the terms of our engagement and contains important and critical information. You should read it carefully before signing the engagement letter, and contact us if you have any questions.

Executive Director

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement is effective as of January 1, 2011, by and between the Orthopaedic Nurses Certification Board, hereinafter referred to as ONCB, and Dorothy Roberts, hereinafter referred to as ROBERTS.

RECITALS

- A. ONCB and ROBERTS, are parties to an existing written agreement which provides for the professional management of ONCB's affairs.
- B. The parties hereto recognize the unique abilities and expertise of ROBERTS to provide program management and administrative services to ONCB.
- C. ONCB wishes to engage the services of ROBERTS through December 31, 2011, and ROBERTS wishes to accept the engagement, all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, it is mutually agreed as follows:

1. **ENGAGEMENT:** ONCB hereby engages the services of ROBERTS, to provide program management and administrative services to ONCB. In particular, ROBERTS shall serve as Executive Director of ONCB. ROBERTS hereby accepts the engagement.
 2. **TERM:** This Agreement is effective as of January 1, 2011, and shall continue in effect for one (1) year through December 31, 2011. The parties may agree in writing to renew this Agreement for subsequent terms of one (1) year each. Either party may elect not to renew this Agreement for subsequent terms, in which case the party electing not to renew shall give written notice to the other at least ninety (90) days prior to the expiration date of the term then in force; and if this Agreement is not renewed, and no notice of nonrenewal is given, or the notice of nonrenewal is not timely, then this Agreement shall automatically extend for one (1) period of sixty (60) days (i.e., until March 2, 2012) to permit the parties to make alternate arrangements.
 3. **INDEPENDENT CONTRACTOR.** This Agreement does not create, and shall not be construed to create, the relationship of agent, employee, partnership, joint venture or association between the parties; it is an agreement by and between independent contractors. Notwithstanding anything in this Agreement to the contrary, except as specifically provided for in Section 11, below "INSURANCE AND INDEMNIFICATION", neither ROBERTS nor any individual through whom ROBERTS renders services under this Agreement shall be entitled to or shall receive any health, life, disability and/or errors and omissions or other insurance coverage, and/or any pension or profit sharing benefits or the like, or any other benefit, indemnification or payment from ONCB.
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As an independent contractor, ROBERTS is not in any way authorized to make a contract, agreement or promise on behalf of ONCB, or to create any implied obligation on behalf of ONCB. ROBERTS specifically agrees she will not do so.

4. DUTIES: Under the general policy direction of the ONCB Board of ONCB, ROBERTS agrees to perform the following duties and ROBERTS will determine the method, details, and means of performing these duties:

- 4.1 The general management of ONCB activities.
- 4.2 Establish and maintain regular contact with legal and accounting services.
- 4.3 Review compilations with all back-up information prepared for the ONCB by the administrator.
- 4.4 Review draft annual audit prior to submission to ONCB.
- 4.5 Handle all arrangements for ONCB meetings, and, with Board guidance, develop agendas for all meetings.
- 4.6 Coordinate related vendor reports to ONCB.
- 4.7 Carry out special projects as assigned by the ONCB.
- 4.8 Maintain, update and deliver ONCB orientation package to new Board Members.
- 4.9 Manage and actively participate in all communication, marketing and promotion programs and activities with key constituents.
- 4.10 Maintain and improve administrative and marketing processes.
- 4.11 Develop an annual work plan including proposed outcomes and provide updates and progress reports of such work plan quarterly.
- 4.12 Maintain and update, as needed, the job description for the Executive Director and the manual encompassing the history and operating procedures of ONCB.
- 4.13 Continue to troubleshoot current ONCB operations.
- 4.14 Develop vendor bid specifications.
- 4.15 Compile and evaluate competitive vendor responses.
- 4.16 Monitor vendor performance.

- 4.17 Develop an annual travel plan that includes budgeted attendance at five (5) meetings annually, to include two ABNS Assembly meetings, the annual ICE meeting, and up to two ONCB meetings (one in conjunction with NAON Congress). Additional travel will include item writers' workshop in conjunction with the ONCB Test Committee when scheduled biennially, or other meetings as determined by the ONCB.

Recognizing the valued working relationship that has been established between the parties, nothing in the above-mentioned general duties shall be construed so as to preclude the addition to, or deletion of, some of those duties if done by mutual agreement between ONCB and ROBERTS.

5. OFFICE AND STAFF: ROBERTS at her expense will provide the following resources as reasonably required in order for ROBERTS to perform association management services: Email accessibility, computer, shredder and a secure storage area for maintenance of active ONCB records. Actual expenses related to ONCB office administration, including but not limited to postage, printing, copying, telephone line monthly maintenance expense, telephone charges, internet line charges, website charges, use of computer consultant when necessary, reasonable office supplies, mileage to obtain services/supplies, off-site file storage will be reimbursed by ONCB. An ONCB Board member will be designated to have access to the off-site storage site. ROBERTS may employ or contract with such assistants as ROBERTS deems necessary to perform the services required of ROBERTS by this Agreement; provided, however ROBERTS shall maintain oversight and overall responsibility for the performance of its duties under this Agreement. ONCB may not control, direct, or supervise ROBERTS' assistants or employees in the performance of those services. Annually, ONCB will budget a mutually agreed upon reimbursement for ROBERTS' administrative staff services. Amounts in excess of the budgeted amount will require ONCB Board of Directors approval. Telephone equipment and service will be furnished by ROBERTS and ROBERTS will provide a business telephone line at said office, and will provide answering service within 1 business day of receipt of voice messages. The basic telephone charge, plus long distance and toll charges, shall be reimbursed by ONCB. Printing and photocopy service shall be provided by ROBERTS and all such costs shall be reimbursed by ONCB.

6. OWNERSHIP OF AND ACCESS TO RECORDS: All records of ONCB and its predecessors initially delivered to ROBERTS and all records thereafter generated shall remain the property of ONCB. Upon termination of this Agreement or demand of ONCB, and regardless of any outstanding disputes between the parties, all ONCB records shall be returned to ONCB, including copies of all administration software, computer discs and copies of discs or any other materials furnished to or developed by ROBERTS in connection with this Agreement or any prior agreement between the parties or their predecessors. ROBERTS shall provide ONCB and its agents access to records within the control of ROBERTS when requested by ONCB, or their designee. To the extent practical, the ONCB representative requesting such access shall give ROBERTS prior notice of their anticipated request to review such records. The parties acknowledge that the papers and other records of ONCB in the possession of ROBERTS are maintained and retained within the residence of ROBERTS. ONCB may enter the residence of ROBERTS at any time and take possession of such papers and other records. This agreement and

authorization to enter and take possession shall survive the termination of this Agreement. In the event ROBERTS becomes disabled or incapacitated and unable to perform her duties, all records shall be made accessible immediately upon request of ONCB by the following contact: ROBERTS husband, Stephen Roberts, Employer, Nucor Building Systems in Swansea, SC. Bus phone: 803-568-2100 x2232; Home phone: 803-996-6466.

7. NONEXCLUSIVE SERVICES: The parties understand that fulfilling the duties of ROBERTS under this Agreement will not always require full time work, and that ROBERTS is free to engage in other pursuits provided such pursuits do not materially interfere with its performance under this Agreement. ROBERTS may represent, perform services for, and be employed by such additional clients, persons, or companies as ROBERTS, in ROBERTS' sole discretion, sees fit. However ROBERTS shall provide timely notice to ONCB of any other work which has the potential for interfering with her performance of the work required hereunder. In the event a conflict of interest arises in connection with ROBERTS' services to others, ROBERTS shall inform the ONCB of the nature of such conflict, and the parties shall work together to arrive at a mutually satisfactory resolution.

8. TRADE SECRETS; COMPETITIVE ACTIVITY; INTELLECTUAL PROPERTY

8.1 ROBERTS warrants that she will maintain in confidence and competently all information developed by it on behalf of, and/or provided to it by, the ONCB, not divulging any such information except as necessary to fulfill its obligations under this Agreement, and employing data protection systems and storage on site and off-site sufficient to ensure the retention, accessibility and recoverability of such data, including a disaster prevention and recovery program that is approved by the ONCB. ROBERTS acknowledges and agrees that the sale or unauthorized use or disclosure of any of ONCB's confidential, proprietary and/or trade secret records or information ("Confidential Information") obtained by ROBERTS during its engagement by ONCB, including but not limited to trade secret information concerning certificants, ONCB operations, and ONCB's financial history and condition, constitute unfair competition. ROBERTS acknowledges and agrees that the names and addresses of ONCB's existing, former and potential certificants, existing and potential prospect information, exam reports, financial reports, and material for ONCB presentations constitute Confidential Information of ONCB and have individual economic value, actual or potential, which is not generally known to the public or to other persons who can obtain economic value from its disclosure or use.

8.2 ROBERTS acknowledges and agrees that the activities forbidden by this Section 8 would necessarily involve the use or disclosure of Confidential Information in breach of this Agreement, but that proof of such a breach would be extremely difficult. To forestall this disclosure, use or breach, and in consideration of the relationship established under this Agreement, ROBERTS agrees for the term of this Agreement and for a period of one (1) year after termination or any renewal of this Agreement, ROBERTS shall not, directly or indirectly, (i) divert or attempt to divert from ONCB any business of any kind in

which it is engaged, including, without limitation, the solicitation of, the attempted solicitation of or interference with any of ONCB's certificants or prospects, former certificants or prospective participants or (ii) conduct any business activity that is or may be competitive with ONCB in any state where ONCB conducts its business or, where ONCB has, as of the date of termination or any renewal of this Agreement, notified ROBERTS that ONCB shall commence conducting business within sixty (60) days. The implementation of a marketing campaign in such states shall be one activity that constitutes the conduct of business.

8.3 ROBERTS acknowledges that ONCB makes reasonable efforts to maintain the secrecy of its trade secrets and Confidential Information and that the inclusion of this Section 8 in this Agreement is part of those efforts.

8.4 All right, title and interest in and to any inventions, discoveries, patents, ideas, concepts, methods, works of authorship, mask works, trade secrets and any other rights in intellectual property made, developed or created by ROBERTS or ROBERTS' personnel for ONCB ("Developed Intellectual Property") shall be solely owned by ONCB. ROBERTS shall have its personnel sign all papers and do all acts necessary, desirable or convenient (i) at ROBERTS' expense, to perfect ownership of Developed Intellectual Property in ONCB and (ii) at ONCB's expense, to file and prosecute applications for patents and copyright registrations on such inventions, discoveries, improvements and works of authorship and to maintain patents and copyright registrations granted thereon. ROBERTS agrees to disclose promptly to ONCB any and all inventions (whether patentable or not), discoveries, improvements and copyrightable works conceived or made by ROBERTS or ROBERTS' personnel which relate to the Confidential Information of ONCB. ROBERTS agrees to assign and does hereby assign all of its interests therein to ONCB or its nominee.

8.5 ROBERTS, shall sign all papers and do all acts necessary, desirable or convenient (i) at ROBERTS' expense for its own labor, administrative and clerical costs and fees, and at ONCB's expense for vendor and other outside services approved by ONCB in advance, to perfect ownership of Developed Intellectual Property in ONCB, and (ii) at ONCB's expense, to file and prosecute applications for patents and copyright registrations on such inventions, discoveries, improvements and works of authorship and to maintain patents and copyright registrations granted thereon.

8.6 The provisions of this Section 8 shall survive the termination of this Agreement.

9. COSTS AND EXPENSES: ROBERTS shall be entitled to reimbursement or payment of reasonable out-of-pocket costs and expenses incurred in the performance of duties hereunder, as approved by ONCB in a budget, or as otherwise authorized by ONCB, including coach airfare within budget parameters. ROBERTS will keep records of such expenses in reasonable detail for tax and accounting purposes.

10. COMPENSATION:

10.1 For the calendar year 2011, ROBERTS shall receive as compensation for services hereunder the sum of Thirty-Three Thousand Four Hundred Seventeen Dollars (\$33,417.00) paid in twelve equal monthly installments of Twenty-seven Hundred Eighty-four Dollars and Seventy-five cents (\$2784.75).

11. INSURANCE AND INDEMNIFICATION.

11.1 ROBERTS shall indemnify and hold harmless (and at ONCB's request, defend) ONCB, its Board of Directors, officers and agents from and against any and all claims, losses, damages, liabilities, penalties, governmental fines, costs, expenses (including reasonable attorneys' fees), judgments or obligations whatsoever, for, or in connection with, injury (including death) or damage to any person or property to the extent resulting from the negligent or otherwise wrongful act or failure to act or willful misconduct of ROBERTS.

11.2 ONCB shall indemnify and hold harmless (and at ROBERTS' request, defend) ROBERTS from and against any and all claims, losses, damages, liabilities, penalties, government fines, costs, expenses (including reasonable attorneys' fees), judgments or obligations whatsoever, for, or in connection with, injury (including death) or damage to any person or property to the extent resulting from the negligent or otherwise wrongful act or failure to act or willful misconduct of ONCB, its Board of Directors, officers or agents. Furthermore, ONCB shall obtain and maintain directors and officers insurance with coverage of at least five million dollars that covers the indemnification of ROBERTS as a result of its non-negligent performance of its obligations under this Agreement, but in no event shall such coverage extend to negligent acts or omission or willful misconduct of ROBERTS outside the scope of ROBERTS' duties under this Agreement.

12. ASSIGNMENT:

12.1 Except as permitted in paragraph 5, neither this Agreement nor any duties or obligations hereunder shall be assignable by ROBERTS without the prior written consent of ONCB. In the event of an assignment by ROBERTS to which ONCB has consented, the assignee or its legal representative shall agree in writing with ONCB to assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

13. ARBITRATION AND ATTORNEYS' FEES:

13.1 Any dispute between the parties to this Agreement shall be settled by binding arbitration held in Columbia, SC in accordance with the rules of the American Arbitration Association, and an award in such arbitration may be entered as a judgment in any court of competent jurisdiction. If any arbitration or action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, or in any appeal thereof, the

prevailing party shall be entitled to reasonable attorney's fees which may be set by the court in the same action or in a separate action brought for that purpose in addition to any other relief to which that party may be entitled.

14. GOVERNING LAW:

14.1 This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

15 ENTIRE AGREEMENT OF THE PARTIES:

15.1 This Agreement including the recitals, which are hereby incorporated as material terms of this Agreement, supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by ROBERTS for ONCB and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or any one acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed with a wet signature by the party to be charged. This Agreement may not be amended by an electronic communication.

16 NOTICES:

16.1 Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, by facsimile, or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the ONCB chairperson and ROBERTS at their current addresses, but each may change the address by written notice in accordance with this paragraph. Notices delivered personally or by facsimile will be deemed communicated as of actual receipt; mailed notices will be deemed communicated four (4) days after mailing.

17 PARTIAL INVALIDITY:

17.1 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

18. CANCELLATION:

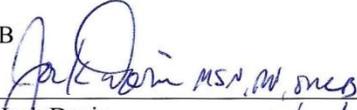
18.1 This Management Agreement can be canceled in writing by either party with ninety (90) days written notice. If ONCB and ROBERTS discontinue working together, ROBERTS forthwith shall receive all monies due to date of termination.

In the event of termination, ROBERTS agrees to return all documents, equipment, credit card, or any other item of personal property belonging to ONCB within fifteen (15) days of the effective termination date, irrespective of any other disputes between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ONCB

By:


Jack Davis
President, ONCB
109 Willow Ave
Cornwall, NY 12518

11/22/2010

Accepted and Agreed:

By:


Dorothy Roberts
337 Knotts Circle
Lexington, SC 29073

11-30-10

Legal Counsel



Ward Shoemaker LLC
Counsellors at Law

36 EUCLID STREET
WOODBURY, NEW JERSEY 08096

(856) 853-7771
Fax (856) 853-0146

THOMAS H. WARD
tward@wardshoemaker.com

Our File No. 8245THW

October 5, 2010

Dorothy Roberts, Executive Director
Orthopaedic Nurses Certification Board, Inc.
337 Knott's Circle
Lexington, SC 29073

Re: Engagement of Corporate Counsel to
Orthopaedic Nurses Certification Board, Inc.

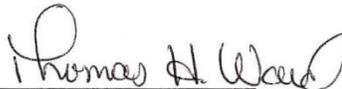
Dear Ms. Roberts:

Please accept this letter of engagement of Ward Shoemaker, LLC and primarily, Thomas H. Ward, Esquire, to provide legal services as corporate counsel to Orthopaedic Nurses Certification Board, Inc. Our services will include providing counsel concerning corporate matters. Such will include new contract review and advice concerning bylaws, procedural matters and associated issues.

Our office will make itself available on an as needed basis. Invoice for services shall be upon an hourly basis at annually agreed rates on a monthly basis. Thank you for the opportunity to provide legal service to Orthopaedic Nurses Certification Board, Inc.

Very truly yours,

WARD SHOEMAKER LLC

By: 
THOMAS H. WARD

THW:hjb
F:\WPDOCS\THW\8245thw\1\Roberts10.5.wpd

Administrative Management

SMITHBUCKLIN

smithbucklin.com

SmithBucklin Corporation
401 North Michigan Avenue
Chicago, Illinois 60611 USA

Phone: +1.312.673.5720
Fax: +1.312.673.6667

October 29, 2010

Dorothy Roberts
Executive Director
Orthopedic Nurses Certification Board
401 N. Michigan Avenue, Suite 2200
Chicago, IL 60611

Re: Letter of Agreement for SmithBucklin Services for 2011

Dear Dorothy:

SmithBucklin is pleased that the Orthopedic Nurses Certification Board ("ONCB") has elected to continue receiving financial management and conference, tradeshow and program services from us. Thank you for the opportunity to continue bringing value to your organization.

This will serve to confirm that for a one year period commencing on January 1, 2011, SmithBucklin will provide the specific services described in the attached Scope of Service Support, as well as any others which ONCB may from time to time reasonably request.

We have agreed to a fixed fee of \$6,100 for the financial management services outlined in the attached Scope of Services. ONCB authorizes SmithBucklin to directly transfer from the ONCB bank account 1/12 of this total fixed fee on the first day of each month, or as soon as practical thereafter, during 2011. As for the meeting management services outlined in the Scope of Services, ONCB will pay a variable rate based upon the time spent by SmithBucklin personnel in performing such services, with a not-to-exceed budget of \$1,500. SmithBucklin agrees it will not charge ONCB any variable fees which exceed that amount without first obtaining its written approval. SmithBucklin will send to ONCB invoices on the last day of each month for amounts incurred for meeting management fees in the referenced month. ONCB agrees to pay such invoices on net 30 day terms. Prior to the commencement of any unscoped work, the parties will work together to develop an agreed scope and appropriate budget for any requested projects.

Additionally, ONCB agrees to also pay for all reasonable expenses incurred by SmithBucklin in the performance of the services provided under this Letter of Agreement. These reimbursable expenses include, but are not limited to, telephone (long-distance and local), faxes, travel, photo-copying, postage, shipping, printing, promotional products, insurance and other third-party services. All reimbursable costs incurred will be reflected on the end of the month invoices reflected above.

To facilitate SmithBucklin's work, ONCB may provide SmithBucklin with confidential proprietary data related to its operations, which it will mark or otherwise identify as "confidential" and "proprietary." SmithBucklin agrees not to disclose to third parties or compromise the proprietary nature of any confidential and proprietary data which it receives or to which it is given access, undertaking to exercise the same degree of care as to such data that it exercises with regard to its own confidential and proprietary data. SmithBucklin agrees to use such information exclusively for the purpose of performing the services designated in this Letter of Agreement, and for no other purpose. Upon the completion of all work, SmithBucklin will return any confidential documents held in its possession to ONCB.

2025 M Street, NW
Washington, DC 20036 USA

540 Maryville Centre Drive
St. Louis, MO 63141 USA

Finally, we mutually agree that during the term of this Agreement and for a period of eighteen (18) months after its termination, SmithBucklin and ONCB will not directly or indirectly, alone or in conjunction with, through or for any other person, firm, or corporation, induce to leave, solicit for employment, employ, or retain as an independent contractor any current or former employee of the other who had been involved with the performance of any services provided by SmithBucklin to ONCB at any time during the term of this Letter of Agreement. For purposes of this provision, "former employee" is defined as a terminated employee (whether voluntary or involuntary; with or without cause) whose separation period is less than six (6) months.

Please do not hesitate to contact me with any questions or modifications you may have to this Letter of Agreement. Assuming you agree with its terms, I will request that you please place your signature on the line below and return this letter back to me.

Thank you again for the opportunity to partner with ONCB.

Very truly yours,



Matt Croll
Vice President – Financial Management & Accounting Services

Accepted by the Orthopedic Nurses Certification Board

By: **Holly** _____ Digitally signed by Holly
Smith Jones
DN: cn=Holly Smith Jones,
o=UST, ou,
email=hollyj9497@aol.com,
c=US
Title: **Smith** _____
Date: _____ Date: 2010.11.16 05:40:43
Jones _____ -08'00'

CONFERENCE, TRADESHOW and PROGRAM SERVICES

Conference Logistics Management – Activities:

1. Coordination of all ONCB housing arrangements at NAON Annual Congress in May, 2011 in Baltimore, Maryland. (Includes communication and correspondence i.e., travel memos/confirmations, etc.).
2. Coordination of Specs/Schedule for one (1) ONCB Board Meeting one (1) day at NAON Annual Congress in May, 2011 in Baltimore, Maryland. (Includes research and compiling all relevant information from hotel and contracting of space, creation, review and maintenance of specs and banquet event orders, set ups and menus, managing guarantees, AV needs, onsite support, and final arrangements with hotel/conference center).
3. Coordination of Specs/Schedule for one (1) Test Committee Meeting for two (2) days at NAON Annual Congress in May, 2011 in Baltimore, Maryland. (Includes research and compiling all relevant information from hotel and contracting of space, creation, review and maintenance of specs and banquet event orders, set ups and menus, managing guarantees, AV needs, onsite support, and final arrangements with hotel/conference center).
4. Coordination of all post conference billing/invoice reconciliation to include working with Accounting on the coding of all expenses incurred in conjunction with the NAON Annual Congress in May, 2011 in Baltimore, Maryland to proper GL numbers for ONCB.

Meeting Planning



AGREEMENT

This agreement is made and entered into by and between the Orthopaedic Nurses Certification Board, hereinafter referred to as ONCB, and Cornelius & Associates, hereinafter referred to as C&A, for the purpose of appointing C&A to provide meeting management services for ONCB as outlined below.

Meeting Management Services

ONCB hereby appoints C&A as its exclusive provider of meeting management services for the ONCB Board of Directors meetings and Item Writing Task Force meetings. C&A hereby accepts said appointment subject to the following terms and conditions.

ONCB agrees to pay C&A \$500 per meeting. In addition C&A will receive any hotel commissions negotiated by C&A and paid directly to C&A by the hotel. Any postage or printing costs incurred by C&A for mailings, if required, will be billed to ONCB. All charges related to the physical set up of the meeting (i.e. hotel sleeping rooms, facility rental, food and beverage, utilities, etc.) will be billed directly to ONCB. Should travel for site inspections or on-site management be required, ONCB will be billed a daily fee of \$300 and will reimburse C&A for airline tickets, hotel costs and \$40 per day per diem. C&A will bill ONCB immediately following the conclusion of the meeting and fee will be due within 30 days.

In consideration of this fee, C&A will provide the meeting management services as outlined below:

1. Research up to 10 properties per meeting and prepare a comparison spread sheet for ONCB review, including hotel sleeping room rates, meeting room rates, food and beverage costs, complimentary policy, amenities, etc. Site inspections can be conducted if requested by ONCB.
2. Negotiate contract with hotel for sleeping rooms, meeting space, and food and beverage functions. Review contract and make any changes. ONCB representative will be responsible for signing the contract.
3. Serve as the interface between ONCB and the hotel throughout the planning process.
4. Prepare meeting documentation for the hotel staff and for ONCB, i.e., room set up sheets, food and beverage requirements, audio visual requirements, program agenda, rooming lists and additional information as required. Provide a copy to give to ONCB on-site contact person.
5. Arrange for VIP requirements, i.e., special hotel arrangements, airport transportation, amenities, etc.



6. If requested by ONCB, C&A will provide on-site management; including pre and post conference meetings with the hotel and suppliers, and serve as on-site liaison between ONCB and hotel/suppliers during the conference days.

7. Review final bill for any discrepancies and resolve with hotel before sending to ONCB if requested.

Indemnification

ONCB shall indemnify and hold harmless C&A against all loss, cost of damage on account of any injury to persons or property or on account of any claims made against C&A as agent for ONCB arising out of performance of this agreement over matters upon which C&A has no control such as, in whole or part, the result of cancellation, scheduling, labor strikes, civil disorders, acts of God, acts of war, or any other reason of any kind whatever not within C&A's control.

C&A shall indemnify and hold harmless ONCB against all loss, cost of damage on account of any injury to persons or property or on account of any claims made against ONCB arising out of performance under this agreement over matters upon which ONCB has no control such as, in whole or in part, the result of cancellation, scheduling, labor strikes, civil disorders, acts of God, acts of war, or any reason of any kind not within ONCB's control.

Confidentiality

During the term of this agreement, and after its expiration or termination for whatever reason, C&A shall not disclose to any person or entity, and shall not use for any purpose other than performance hereunder, any confidential, proprietary information concerning ONCB, its business, operations, officers, directors, management, finances, or members.

Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach of it, shall be settled by arbitration in the State of California in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction.

Duration of Agreement

C&A is dedicated to establishing a successful long-term partnership with ONCB that will achieve optimal results for your Board of Directors meetings and Item Writing Task Force meetings.



This agreement shall remain in effect for the period January 1, 2011 and extend to the December 31, 2011 with an option to renew this agreement.

Performance of Services

Services outlined in this agreement shall be performed by Cornelius & Associates and not outsourced to another meeting, exhibit or registration management company. Cornelius & Associates reserves the right to hire staff as required to accomplish the project as outlined in this agreement. Any staff hired will work directly for Monika Cornelius.

Additional Services

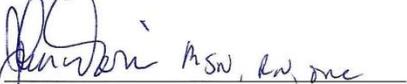
Should additional services, not outlined in this agreement be required, a separate proposal for services will be submitted.

Termination

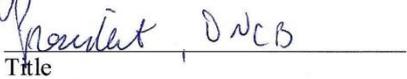
Either party may terminate this agreement with a 60-day written notice. Termination shall be without liability except that C&A shall receive any payment for work done through the end of the calendar month of the effective date of termination and reimbursement for all commissions earned through the end of the calendar month of the effective date of termination.

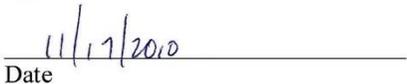
This agreement constitutes the entire understanding of the parties related to the subject matter hereof, and there are no further agreements or understandings, oral or written, in effect between the parties hereto relating to the subject matter of this agreement.

Accepted for
Orthopaedic Nurses Certification Board



Signature


Title


Date

Accepted for
Cornelius & Associates



Signature

____ President _____
Title

____ 11/15/10 _____
Date

Testing Services



Applied Measurement Professionals, Inc.

AGREEMENT

THIS AGREEMENT, entered into this 19th day of August 2010, shall be effective September 1, 2010 through September 30, 2013, and is between Applied Measurement Professionals, Inc. (AMP) and the Orthopaedic Nurses Certification Board (ONCB).

I. AMP RESPONSIBILITIES

- A. Under the terms of this Agreement, AMP will provide job analysis, examination development, computer-based test (CBT) administration, scoring, and reporting services for the Basic (ONC®), Orthopaedic Nurse Practitioner (ONP-C®), and Orthopaedic Clinical Nurse Specialist (OCNS-C®) certification programs and the ONC® self-assessment examinations (SAE) as more specifically provided for in the Statement of Services attached hereto and incorporated herein by this reference.
 - B. AMP agrees that all research and materials provided to AMP in the performance of this Agreement during the term of this Agreement are the property of ONCB and shall be returned to ONCB by AMP upon the effective cancellation date of this Agreement or at the conclusion of the term of this Agreement. AMP shall not use any ONCB-owned materials for any purpose other than in the performance of this Agreement without the prior written permission of ONCB.
 - C. AMP will be responsible for the security of any confidential materials provided to AMP by ONCB while such materials are in the control of AMP. AMP will report any potential breaches of security caused by AMP to ONCB as soon as they are known and will provide for resolution of any such matters at the expense of AMP.
 - D. AMP will assist in defending the validity of the examination contents developed during the term of this Agreement by providing such experts, legal counsel, and other personnel as required for up to three days of professional time at no additional cost ONCB. AMP and ONCB will mutually agree upon the cost of additional time.
 - E. AMP test centers will provide access for candidates with disabilities, as well as conform to AMP's standards for security, parking, seating, lighting, environmental control, and restroom access. AMP will comply with the 1990 Americans with Disabilities Act, as amended, and ensure that candidates with disabilities receive appropriate accommodations. Such special arrangements may include, but are not limited to, readers and extended time. Any reasonable and AMP approved special accommodations for the disabled will be made at no additional cost to the candidate. Written notification and documentation of special needs will be required at the time of application.
-

- F. The Contracting Officer for AMP is Gary A. Smith, President or Lori M. Tinkler, MBA, COO. The Contracting Officers have the sole authority on behalf of AMP to interpret the contract, represent AMP on the scope of contracted work, to estimate costs and payment schedules for other work, and to otherwise make changes or additions to this Agreement, or to negotiate future agreements. In the event the Contracting Officer is unable for any reason to perform the above functions for AMP, AMP shall be responsible for appointing a new Contracting Officer for purposes of this Agreement.

II. ONCB RESPONSIBILITIES

- A. ONCB agrees to perform its responsibilities set forth in the attached Statement of Services.
- B. ONCB recognizes that AMP's ability to perform the services described in the attached Statement of Services in a timely manner is contingent upon the timely discharge of ONCB's responsibilities.

III. TERM OF AGREEMENT

- A. This Agreement is effective from September 1, 2010 until September 30, 2013, unless otherwise terminated as outlined below in Item B.
- B. This Agreement may be terminated by either party upon 90 days written notification via Certified Mail to the other party. In the case of such termination by ONCB, AMP will be compensated for all services performed until the effective date of the termination. In no event shall these fees exceed those budgeted in this Agreement. Upon any such notice of termination, the parties shall endeavor in an orderly manner to conclude any pending activities hereunder.
- C. Within 10 days after termination or 30 days after expiration of this Agreement, AMP shall return to ONCB all records, information, data and materials of ONCB, including, but not limited to, all research developed under this Agreement.

IV. ENFORCEMENT

Neither ONCB nor AMP shall be responsible for delays or failures in performance from acts beyond the control of AMP and/or ONCB. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations which become applicable after the fact, fire, failure by public or private carrier, communication line failure, earthquakes or other disasters.

V. GOVERNING LAW AND MISCELLANEOUS PROVISIONS

- A. This Agreement shall be governed and interpreted pursuant to the Laws of the State of Kansas.
- B. This Agreement, together with any amendments hereto, shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, except that the rights and benefits of either of the

parties under this Agreement may not be assigned without prior written consent of the other party.

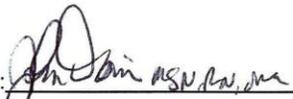
- C. It is agreed that AMP is an independent contractor of ONCB, acting solely pursuant to the terms of this Agreement, and AMP shall not have the authority to represent anything to the contrary.
- D. During the term of this Agreement and for a period of one calendar year thereafter, AMP and ONCB agree neither shall solicit the others employees for the purpose of employment, whether or not such employees are assigned to work on this project.
- E. If any provision or term hereof is held invalid by a court of competent jurisdiction, then it is the intent of the parties that any such invalidity shall not affect any other term of this Agreement.
- F. All notices sent hereunder shall be in writing, and sent via Certified Mail, Return Receipt Requested. It shall be effective upon posting, if to AMP, to 18000 W. 105th Street, Olathe KS 66061, and if to ONCB, to PO Box 87, Columbia, SC 29202.

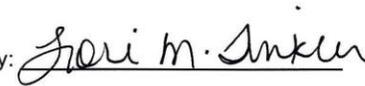
VI. SIGNATURES

The parties hereto represent by their signatures below that they have read and understand the terms of this Agreement and they are duly authorized to enter into this Agreement by, and on behalf of, their respective organizations.

Orthopaedic Nurses Certification Board

Applied Measurement Professionals, Inc.

By: 
Title: President ONCB
Date: 9/1/2010

By: 
Title: Chief Operating Officer
Date: 9/21/10

**STATEMENT OF SERVICES TO BE PROVIDED TO ONCB FOR EXAMINATION, CBT
ADMINISTRATION, SCORING, AND REPORTING SERVICES FOR THE ONC®, ONP-C®,
AND OCNS-C® CERTIFICATION PROGRAMS AND THE ONC® SAE**

I. AMP RESPONSIBILITIES

A. Job Analysis (2010-11)

Beginning in September 2010, AMP will conduct the following tasks:

1. Collect and review background information and materials, including the previous job analysis conducted by ONCB and results of prior studies conducted in the field, standards of practice, and the current body of knowledge as described in educational curricula, job descriptions, documents, pamphlets, and reference books produced by ONCB and other industry related organizations.
2. Write and assemble the web-based draft survey.
3. Conduct a web-based meeting(s) (up to 16 total hours) with the Advisory Committee (AC) to review and modify the draft survey and rating scale, and develop a national sampling plan.
4. Pilot test the survey with a small sample of up to 30 practitioners including the AC, and modify the survey as necessary.
5. Conduct a conference call with ONCB designees to review the final survey, if requested.
6. Finalize and distribute the survey via a link embedded in an email invitation to a national sample of up to 3,000 practitioners.
7. Send an email reminder to recipients prior to the survey expiration date.
8. Receive completed survey responses; compile data; and summarize results.
9. Conduct a web-based meeting(s) (up to 16 total hours) with the AC to review results and develop test specifications for the ONC, ONP-C, and OCNS-C examinations.
10. Facilitate a pool conversion by distributing items to the content experts and updating the item pool with the new classification information.
11. Prepare a draft job analysis report for review by ONCB.
12. Finalize and submit the job analysis report to ONCB

B. Examination Development

During the term of this Agreement, AMP will conduct the following tasks for examination development:

1. Facilitate a one-day item writing workshop in 2011 and 2013 with a group of content experts selected by ONCB.
2. Edit and enter items into AMP proprietary item banking software.
3. Conduct a two-day item review meeting concurrently with the Examination Committees (ECs).
4. Update the item pool following the item review meeting.
5. Develop, assemble and produce two draft ONC® examination forms, and one ONP-C® and one OCNS-C® examination form. Each form will consist of 150 multiple-choice items (135 scored and 15 pretest items).
6. Distribute the examination forms to the ECs for secure online review.
7. Conduct a two-day draft test review meeting concurrently with the ECs.
8. Conduct a cut-score study prior to the first examination administration of each examination form and document the results in a final report.
9. Update the item pool following the draft test form review meeting and assemble final test forms to match the specifications.
10. Conduct key verification and final review of the examination forms with designated EC members.
11. Implement the approved examination forms in the AMP Assessment Center Network for administration beginning with the March 2012 testing window.
12. Maintain item bank on AMP proprietary computer software.

C. CBT Administration, Scoring, and Reporting

1. Update and host the web version of the candidate handbook and provide a link from the ONCB website.
2. Receive and answer candidate inquiries and process applications and fees.
3. Receive and process applications and fees from candidates for completeness and compliance with eligibility criteria established by ONCB.

4. Provide online application hosting services allowing candidates to complete an electronic application certifying the appropriate education requirements have been met and providing an electronic signature. Candidates will submit the completed application form with all required documentation and examination fee to AMP.
5. Audit all OCNS-C® and ONP-C® applications and every 10th ONC® application submitted for verification of licensure and other requirements. AMP will notify ONCB of any applicants who fail the audit.
6. Deposit examination fees (check, money order, credit cards) into AMP's escrow account. Provide fees (less credit card fees) and financial reconciliation to ONCB on the 10th day of each month for the previous month's activity.
7. Send an incomplete notice or confirmation postcard and/or email (if email address provided) to candidates within 10 business days of receipt of application. Inform candidates of the examination scheduling procedures by providing a toll-free telephone number and website address for applicants to contact AMP to schedule a testing appointment.
8. Schedule applicants for testing via toll-free telephone or online at www.goAMP.com. Send email confirmation of scheduled appointment to those applicants for whom an email address is provided.
9. Organize and administer the examination daily (Monday – Friday and at least one Saturday per month) during testing windows established by ONCB at any of the AMP Assessment Center Network locations geographically distributed throughout the United States.
10. Assuming an adequate number of pretested items and sufficient candidate volume, AMP will provide examination results to candidates at each assessment center immediately following testing.
11. Provide secure online access for designated ONCB representatives to generate standard reports (e.g., pass/fail/absent summary report; candidates scheduled to test; unscheduled eligible candidates; multiple choice results roster). Additional costs may apply for custom reports.
12. Provide examination results to ONCB monthly in electronic format including a pass/fail/absent summary report.
13. Provide ONCB an annual test analysis report in the first quarter of each year providing cumulative statistics regarding examination performance from the previous calendar year.

D. ONC® SAE

AMP will host the current 50-item web-based SAE, as well as the new 50-item web-based SAE (being developed under separate contract for release in fall

2010) on AMP servers for purchase by candidates through AMP's online store, providing the following services:

1. Upon purchase, send email confirmation notices to candidates providing instructions for completion of the examination process.
2. Provide candidates with immediate score reports available for onscreen viewing or printing, and send score reports to the candidate's email address provided.
3. Provide secure online access for designated ONCB representatives to generate standard reports (i.e., registration and/or candidate rosters, examination summary report, and individual item report).

NOTE: Additional fees may apply for custom reports.

4. Provide technical assistance through telephone and email support to an ONCB-designated representative during standard business hours (8:30 am to 5:00 pm CT).

NOTE: Additional fees will apply to update the SAE based on new test specifications resulting from the job analysis.

E. Fulfillment Services

A. Certificant Database

1. Maintain a dedicated database of certificant information necessary for tracking recertification, including name, mailing address, email address, original credential date, and expiration date of current certification term.
2. Provide secure online access to authorized ONCB representatives to view and modify data as needed, and verify certificant status.
3. Schedule three certificant mailings annually as follows:
 - i. A postcard in June for persons recertifying the following year.
 - ii. An application in January for those recertifying in the current year.
 - iii. A postcard in May for certificants not yet recertified.

B. Recognition Packets

Send a recognition packet to new certificants after each testing cycle. The packet will include a personalized certificate, wallet card, and congratulatory letter, as well as the following inserts provided by ONCB: recertification requirements; sample press release; promotional products order form; frame order form; perforated certification marketing piece; and ONCB business card with contact information.

II. ONCB RESPONSIBILITIES

- A. Appoint committees of content experts to work with AMP as set forth above. ONCB agrees these experts shall make their best efforts to comply with the agreed upon time schedules and deadlines for completion of work, and that AMP shall not be responsible for delays which directly result from the failure of ONCB-appointed individuals to comply with agreed upon time schedules and deadlines for completion of tasks.
- B. ONCB shall be responsible for decisions regarding the final test specifications developed as a result of the job analysis research, the content of the examinations, the establishment of the passing scores on the examinations, and eligibility criteria of candidates for credentialing by ONCB. Further, ONCB agrees to indemnify and hold AMP harmless from any claims arising out of disputes as to the final test specifications developed as a result of the job analysis research, the test content, the passing scores, or the eligibility of candidates for testing.
- C. Pay all travel and living expenses for its appointed content experts to work with AMP as set forth above. ONCB will also pay all direct costs of AMP staff travel and subsistence for meetings outside the Kansas City metropolitan area required as part of this Agreement.
- D. Furnish AMP compatible electronic files (or similar materials) required for any visuals associated with various examination questions that may be contained in the ONCB item banks.
- E. Provide an electronic listing of names and email addresses for the intended job analysis survey recipients.

III. TIME SCHEDULE

AMP and ONCB agree to the following general time schedule based.

<u>Job Analysis Tasks</u>	<u>Date</u>
Collect and review background information	September 2010
Assemble draft survey	September 2010
Meet with the AC to review/modify the survey and discuss the national sampling plan	September 2010
Pilot test the survey; review comments and revise as necessary	October 2010
Finalize survey and distribute invitations via email	November 2010
Collect and summarize results	December 2010
Meet with the AC to review results and define test specifications	January 2011

Facilitate pool conversion	February 2011
Prepare and distribute the final job analysis report	March 2011
<u>Development and Administration Tasks</u>	<u>Date</u>
Conduct item writing workshop	February 2011
Edit and enter items	March 2011
Conduct item review meeting with the EC	May 2011
Update the item pool	June 2011
Finalize candidate handbook and provide link to ONCB	June 2011
Conduct draft test form review/cut-score study meeting with the EC	August 2011
Update the item pool	September 2011
Conduct online key verification/final review of the examination	September 2011
Finalize the examinations	December 2011
Implement the new examinations for CBT administration	March 2012

IV. BUDGET

A. Fixed Fees

In consideration for the services described herein, ONCB agrees to pay AMP the following fixed fees:

\$28,720	Job Analysis Services
\$143,840	Examination Development and Administration Services
\$2,000/year	Annual Maintenance Fee (Certificant Database)
\$400/year/SAE	Annual Maintenance Fee (Host ONC® SAEs in subsequent years following development)

AMP and ONCB agree the above prices do not include costs for AMP staff travel and subsistence. ONCB will pay such direct costs to AMP as they are invoiced, and AMP will make every effort to minimize travel expenses for its staff, including flying at coach class fares with a major airline. Invoices for travel reimbursement will provide detail by staff member and major category of travel expense with appropriate receipts attached.

B. Variable Fees

1. Per-Candidate

ONCB agrees to pay AMP the fee of \$74 per candidate processed during the period October 1, 2010 through September 30, 2012, and \$76 per candidate processed during the period October 1, 2012 through September 30, 2013, based on a three-hour examination period.

A processed candidate is one for whom AMP receives a new application and fee, or reschedules a previously scheduled/tested candidate, regardless of whether or not the candidate actually appears for testing. AMP will allow CBT applicants to reschedule with at least two business days notice for one alternate testing session without penalty.

2. SAE

ONCB agrees to pay AMP \$16 per examination ordered, plus applicable credit card transaction fees.

3. Recognition Packet

ONCB agrees to pay AMP \$5.00 per recognition packet mailed to certificants.

V. **PAYMENT SCHEDULE**

AMP will invoice ONCB in accordance with the following schedule:

<u>Invoice Date</u>	<u>Amount</u>
September 30, 2010	\$ 7,180
November 30, 2010	\$ 7,180
January 31, 2011	\$ 7,180
March 31, 2011	<u>\$ 7,180</u>
Job Analysis	\$ 28,720
December 31, 2010	\$ 11,933
March 31, 2011	\$ 11,933
June 30, 2011	\$ 11,932
September 30, 2011	\$ 11,932
December 31, 2011	\$ 11,533
March 31, 2012	\$ 11,533
June 30, 2012	\$ 11,532
September 30, 2012	\$ 11,532
December 31, 2012	\$ 12,495
March 31, 2013	\$ 12,495
June 30, 2013	\$ 12,495
September 30, 2013	<u>\$ 12,495</u>
Development/Administration	\$143,840

June 30, 2011	\$ 2,000
June 30, 2012	\$ 2,000
June 30, 2013	\$ <u>2,000</u>
Certificant Database	\$ 6,000
October 31, 2010	\$ 400
October 31, 2011	\$ 800
October 31, 2012	\$ <u>800</u>
SAE Maintenance	\$ 2,000

ONCB will establish all testing fees and AMP will collect these fees directly from the candidate on behalf of ONCB. At the conclusion of each month in which an administration takes place, AMP will prepare a statement reconciling that month's testing and financial activities, and remit to ONCB any monies collected above AMP's per candidate fee as specified above in Section IV. and applicable credit card fees. The statement will detail the number of applicants processed and the total fees collected less applicable credit card fees.

For SAEs, AMP will collect the specified fee directly from the candidate and remit to ONCB on a monthly basis any portion of the fee above \$16 per examination ordered plus applicable credit card transaction fees.

Additionally, AMP will invoice ONCB on a monthly basis for \$5.00 per recognition packet mailed on a monthly basis.

All invoices shall be due immediately upon receipt and will be considered past due if not paid within 30 days. A fee of 1.25% per month will be added to balances remaining unpaid 60 days or more after the invoice date. Any balance not paid within 60 days of the invoice date may result in the suspension of services under the terms of this Agreement, including test administration.

VI. OTHER

A. Web Conferences

The fee to conduct web-based conferences is \$25 per hour, per connection (minimum \$200), excluding AMP staff, plus the teleconference expense of \$4.80 per hour, per person (current price; subject to change). This variable charge is based on the actual time to conduct these conferences and will be invoiced as incurred.

B. Duplicate Scores and Hand Scores

Score reports and hand scores will be available for a period of 12 months from the date of administration. AMP will collect and retain the following fees directly from the candidate at the time of a request:

Duplicate Score Report	\$25 per report
Hand Score	\$15 per examination (paper/pencil only)

VII. OPTIONAL SERVICES

Should ONCB elect any of the following Optional Services, AMP will provide a Letter of Agreement or Amendment to this Agreement describing the work to be performed and exact fees to be paid.

A. Mobile CBT Administrations

The price for AMP to provide mobile CBT test centers consisting of up to 30 laptop computers connected with AMP's secure LAN network for CBT administration (US locations only and subject to availability) consists of a set-up fee of \$400 per site, \$300 per day per site, plus applicable per candidate fees as set forth above in Section IV.B.1., AMP staff travel and subsistence, and direct shipping costs.

AMP must receive from ONCB a written request for these administrations a minimum of 60 days in advance of the desired examination date and mobile test centers are subject to availability. In the event ONCB cancels a mobile CBT administration, the following fees will apply:

- No fee if canceled 31 business days or more prior to the administration date.
- \$500 fee if canceled 16 to 30 business days prior to the administration date.
- \$1,000 fee if canceled 15 business days or less prior to the administration date.

B. International Web-Based Administrations

The price for AMP to convert an examination form for international web-based administration (including Canada and Puerto Rico) is a one-time fee of \$500 per form, plus the following per-candidate fees based on a three-hour examination period:

Canada / Puerto Rico candidates	\$120 per candidate
Other International candidates	\$150 per candidate

AMP will mail score reports to candidates within two business days following the administration. ONCB must submit requests for conversion and web-based administration a minimum of 45 days in advance of the desired examination date.

C. Paper/Pencil Administrations

Paper/pencil administrations will be scheduled as requested at the following rates:

US Conferences or Special AMP site	\$825/site*
AMP regular site	\$650/site*
Client site / AMP supervision	\$450/site*
Client site / Client supervision	\$375/site*
Regular AMP international site	\$1,525/site*

Special AMP international site	\$1,775/site*
Special AMP international site / Client supervision	\$1,325/site*
Client international site / AMP supervision	\$1,050/site*
Client international site / Client supervision	\$595/site*
DANTES locations	\$575/site*
Canadian and Puerto Rican locations	\$1,100/site*

*Plus applicable per candidate fees as set forth above in Section IV.B.1.

ONCB must submit requests for a paper/pencil administration a minimum of 90 days in advance of the desired examination date. In the event ONCB cancels a paper/pencil administration 45 days or less prior to the scheduled administration date, a \$350 cancellation fee will apply.

D. Examination Modifications

The price for AMP to make key changes or minor modifications to an examination form that has been authorized for deployment and for subsequent rebuilding and deployment of the replacement examination form is \$1,000 per occurrence. A minor modification is defined as any change that requires AMP to redo the quality control procedures for implementation of a form, and may range from correcting a content error to revision of up to ten items and includes only item analysis of the modified form.

Should a test analysis report be requested for the modified form, an additional fee of \$500 will apply.

E. Score Report Modifications

The fee for AMP to make textual changes on up to two score reports (i.e., passing report and failing report) for one examination program is \$400 per occurrence.

Any other program changes, modifications, or additions not included in this Agreement and requested by ONCB will be priced as requested and based on current AMP rates in effect at that time.

Articles of Incorporation

CERTIFICATE OF INCORPORATION

OF

FILED

ORTHOPAEDIC NURSES CERTIFICATION BOARD, INC.

DEC 11 1986

For Use by Domestic Non Profit Corporation

JANE BURGIO
Secretary of State

THIS IS TO CERTIFY THAT, there is hereby organized a corporation under virtue of the above noted Statute, of the New Jersey Statutes.

(1) NAME OF CORPORATION:

ORTHOPAEDIC NURSES CERTIFICATION BOARD, INC.

(2) REGISTERED AGENT AND OFFICE: Thomas H. Ward Esq., 36
Euclid Street, Woodbury, NJ. 08096.

(3) PURPOSES: The ONCB is established to promote the highest standards of Orthopaedic Nursing practice through the development, implementation and coordination of all aspects of certification.

The objective of ONCB shall be to develop, administer and evaluate a program for the certification of orthopaedic nurses.

To do any other act or thing incidental to or connected with the foregoing purposes, or in advancement thereof, but not for the pecuniary profit or financial gain of its members, directors or officers.

(4) Notwithstanding any other provision of these articles, the corporation is organized exclusively for one or more of the purposes as specified in Section 501 (c) (3) or the Internal Revenue Code of 1954, and shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under Internal Revenue Code Section 501 (c)(3) or corresponding provisions of any subsequent Federal Tax laws.

No part of the net earnings of the corporation shall inure to the benefit of any member, trustee, director, officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation), and no member, trustee, officer of the corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation.

No substantial part of the activities of the corporation shall be carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Internal Revenue Code

Section 501(h)) or participating in or intervening in (including the publication or distribution or statements), any political campaign on behalf of any candidate for public office.

In the event of dissolution, all of the remaining assets and property of the corporation shall, after necessary expenses thereof, be distributed to another organization exempt under Internal Revenue Code Section 501 (c) (3), or corresponding provisions of any subsequent Federal tax laws, or to the Federal government, or state or local government for a public purpose, subject to the approval of a Justice of the Supreme Court of the State of New Jersey.

In any taxable year in which the corporation is a private foundation as described in Internal Revenue Code Section 509 (a), the corporation shall distribute its income for said period at such time and manner as not to subject it to tax under Internal Revenue Code Section 4942, and the corporation shall not (A) engage in any act of self-dealing as defined in Internal Revenue Code Section 4941 (d), retain any excess business holdings as defined in Internal Revenue Code Section 4943 (c), (B) make any investments in such manner as to subject the corporation to tax under Internal Revenue Code Section 4944, or (C) make any taxable expenditures as defined in Internal Revenue Code Section 4945 (d) or corresponding provisions of any subsequent Federal tax laws.

(5) The Corporation shall have members as set forth in the bylaws.

(6) The rights and limitations of the different classes of members will be as set forth in the bylaws.

(7) The method of electing trustees will be as set forth in the bylaws.

(8) The duration of the corporation is perpetual.

(9) The first Board of Trustees shall consist of Four (4) Trustees.

Patricia E. Snyder, R.N. 6163 Scorpio Circle #115
Tampa, FL 33614

Virginia K. Wienke, M.S. R.N. RR #2 Tripp Road
Woodstock, Ct 06281

Judith A. Chase, M.A. R.N. RR #1 Box 149 A
Sidney, IL 61877

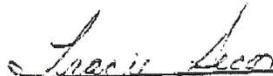
(10) Method of distribution of assets shall be as set forth in the bylaws.

(11) Name and Address of the Incorporator is:

Tracie Secor

500 Central Avenue
Albany, New York 12206

IN WITNESS WHEREOF, each individual Incorporator being over
eighteen years of age has signed this Certificate, or if the
Incorporator be a corporation has caused this Certificate to be
signed by its duly authorized officers this 10th day of December,
1986.



Tracie Secor, Incorporator

CERTIFICATE OF INCORPORATION
OF
ORTHOPAEDIC NURSES CERTIFICATION BOARD, INC.

I, The Secretary of State of the State of New Jersey, DO HEREBY CERTIFY that the foregoing is a true copy of CERTIFICATE OF *Incorporation* and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the *11th* day of *Dec*, A.D. *1986* and now remaining on file and of record therein.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this *11th* day of *December*, A.D. *1986*

SECRETARY OF STATE
James Burgin

FILER: Thomas Ward
36 Euclid Street
Woodbury, NJ 08096

New Jersey Division of Revenue

FILED

Certificate of Amendment to the Certificate of Incorporation JUL 8 2005
(For Use by Domestic Non-profit Corporations)

State Treasurer

Pursuant to the provisions of Title 15A:9-4 New Jersey Non-profit Corporation Act, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation:

- 1. Name of the Corporation: Orthopaedic Nurses Certification Board, Inc.
- 2. Corporation Number: 0100-3201-18
- 3. Article (4) of the Certificate of Incorporation is hereby amended to read as follows:

See attached.

- 4. The corporation does not have members.

A. For Corporations WITH members:

Number entitled to vote	Voting FOR	Voting AGAINST
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If any class or classes of members are entitled to vote as a class, set forth the number of members of each class, the series of votes of each class voting for and against, and the number of members present at the meeting. OR

Adoption was by unanimous written consent without meeting.

Date of Adoption:

B. For Corporations WITHOUT members:

Number of Trustees	Voting FOR	Voting AGAINST
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Trustees present at meeting OR

Adoption was by unanimous written consent without meeting

Date of Adoption: June 17, 2005

- 5. Other Provisions:

Signature: Dorothy Roberts Date: 6-17-05
(Must be Ch. Of Bd. Pres. Or Vice Pres)

Name: Dorothy Roberts, Executive Director
(Type Name and Title)

This document MUST be filed in triplicate.

NJ Division of Revenue, PO Box 308, Trenton, NJ 08625

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