



**D&S Diversified Technologies LLP**  
**Headmaster LLP**

**HEADMASTER LLP**  
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*Innovative, quality technology solutions  
 throughout the United States since 1985.*

## **MONTANA NURSING ASSISTANT - HEADMASTER NURSE AIDE RN TEST OBSERVER/PROCTOR AGREEMENT - FORM 1505MT**

*(Form 1500MT, 1501MT and 1503MT are part of and MUST accompany this agreement)*

**Parties:**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between

RN Applicant Name: \_\_\_\_\_ SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ of

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Hereinafter referred to as the TO (Test Observer/Proctor) and Headmaster (Employer ID#81-0433262) for the purpose of administering Headmaster Nurse Aide Knowledge/Oral and/or Skill Tests at sites and dates in Montana mutually agreed upon with Headmaster staff.

**Obligation:** The TO must be a Montana (MT) licensed RN in good standing and must be certified initially and then biannually at his or her own expense by an approved Montana Department of Health and Human Services (MT DPHHS)/Headmaster certification process. If the TO holds a MT Independent Contractor Exemption Certificate (ICEC), the TO will be paid thirty dollars (\$30.00) for each skill test satisfactorily administered and five dollars and twenty five cents (\$5.25) for each knowledge test satisfactorily administered. Headmaster will further compensate a TO with an ICEC six dollars and seventy-five cents (\$6.75) for each skill test administered in which a professional actor is hired, certified by the TO and used during skill testing. TO's with an ICEC will also receive thirty dollars (\$30.00) for each pre-approved ADA accommodation test that they administer in accordance with MT DPHHS/Headmaster regulations. TO's with an ICEC who return incomplete work may incur a penalty of fifteen dollars (\$15.00) per fifteen minutes of Headmaster staff time required to correct errors or omissions. In addition, failure to ship test materials within 18 hours of a completed test event is cause for a late test submission penalty of \$30.00/day and/or immediate cancellation of this agreement. TO pay is issued within 30 days of receipt of ALL testing materials, including completion of the Nurse Aide Examiner's Report, which will be considered an invoice for payment. Electronic tests will be submitted via the internet and paper test materials must be returned to Headmaster via USPS to PO Box 6609, Helena, MT 59604

**TO/Independent Contractor:** It is understood that the business relationship between Headmaster and a TO is one of an independent contractor (IC) and as an independent contractor, the TO agrees to maintain an active ICEC and will be free from control or direction over the performance of his/her services and the details of work, both under contract and in fact. ALL TO's are responsible for ensuring that necessary testing equipment is available and in good working condition prior to the administration of examinations. TO's agree Headmaster/MT DPHHS will only be permitted to offer direction and exercise control in matters essential to specifying the end result. TO's with an ICEC understand that while testing for hire s(he) is waiving all benefits under Montana's Workers' Compensation Act. In addition, under the terms of this agreement, Headmaster shall not deduct from any compensation paid or make any payment on behalf of the payments of federal, state and municipal taxes or any insurance or retirement benefits. All TO's agree to and expect unannounced periodic visits during test events by Headmaster or MT DPHHS staff for the purpose of improving the processes and procedures of NA testing.

**Non-Disclosure/Conflicts of Interest:** TO's acknowledge the confidential nature of the Nursing Assistant Competency Exam (NACE). This includes the materials, processes, procedures and content of both the knowledge and manual skills portions of the examination. TO's agree to safeguard the confidentiality of all information pertaining to the Montana NACE and will not disclose any portion of the examination materials or the processes or procedures necessary to administer or pass the examination. The TO agrees s(he) will not test family members or personal friends. The TO agrees to remain consistent, impartial and unbiased during test administration and will record only what is actually observed during candidate skill test administrations.

**Non-Discrimination:** In accordance with State and Federal Laws, it is agreed that all persons with responsibilities in the performance of the terms of this agreement shall not discriminate against any person(s) on the basis of race, religious creed, color, sex, national origin, age, political affiliation or beliefs, marital status, mental or physical handicap, or ancestry on any activities performed pursuant to this agreement.

**Modifications:** This document contains the entire agreement between the parties hereto and shall not be enlarged, modified, altered, assigned, transferred or subcontracted, except upon written agreement signed by all parties to this agreement. No statement, promises or inducements made by either party, which are not contained in the written contract, shall be valid or binding.

**Termination:** The term of this agreement is for two years from the date of the signing of this contract or either party may terminate this agreement with 30 days written notice to the other party, except for immediate termination in the case of nonperformance of any act or activity contained herein or within attachments and extensions of this contract.

**Liability:** Headmaster assumes no liability for test candidates, test subjects, Actors, Knowledge Test Proctors, or TO's and any and all claims resulting from negligence or any other act or action will be borne by the negligent party.

I hereby acknowledge and agree with the terms and conditions of this agreement:

TO Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Headmaster Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Headmaster use only: TO ID# assigned: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ by \_\_\_\_\_