



**D&S DIVERSIFIED TECHNOLOGIES, LLP dba HEADMASTER, LLP
NURSE AIDE TEST OBSERVER AGREEMENT**

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

Parties:

This agreement is entered into this _____ day of _____, 20____ by and between

Applicant: _____ SS# _____ - _____ - _____ of

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

Phone Numbers: _____

hereinafter referred to as the TO (Test Observer) and HEADMASTER (a partnership fully owned and operated by Paul Dorrance and Ben Schmitt employer ID# 81-0433262) for the purpose of administering HEADMASTER Nurse Aide Written/Oral and/or Skill Tests at sites and dates in Montana mutually agreed to with HEADMASTER staff.

Obligation: 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 written test satisfactorily administered that may be used to compensate written test proctors. HEADMASTER will further compensate the Test Observer six dollars and seventy-five cents (\$6.75) for each skill test administered in which a certified, professional actor hired and certified by the TO is used. Test Observers will receive thirty dollars (\$30.00) for each pre-approved ADA accommodation (reader marker) test that they oversee in accordance with HEADMASTER and the Montana Department of Health (MDOH) standards. The Test Observer must be certified yearly, at his or her own expense, by an approved HEADMASTER re-certification process or procedure. Test Observers that return testing packets (materials) that are not completed correctly will be charged fifteen dollars (\$15.00) per fifteen minutes of HEADMASTER staff time needed to fix the testing materials. The Test Observer will be notified of the specific reason for any charges, so he/she may take future corrective action to submit properly completed materials. Holding testing materials and not returning them the same day tests are given is cause for immediate cancellation of this agreement.

Payment will be made to the TO within 30 days of receipt of ALL testing materials, including proper completion of the nurse aide examiner's report, (HEADMASTER Form 1250) at PO Box #6609, Helena, MT, 59604-6609.

Independent Contractor: It is understood that the business relationship between HEADMASTER and the TO is one of an independent contractor and, because the TO is an independent contractor under the terms of this agreement, HEADMASTER shall not deduct from any compensation paid or make any payment on behalf of the TO for any federal, state or municipal taxes or any insurance or retirement program. The TO will be solely responsible for all payments of federal, state and municipal taxes that may be required on any compensation paid under this agreement and will provide for their own insurance and retirement benefits, if they so desire. Further, the TO acknowledges that as an independent contractor there is NO eligibility for workers' compensation claims under the terms of this agreement. The TO also agrees to and expects, unannounced periodic review during test events, by either HEADMASTER or the Montana Department of Health, for the purpose of improving the processes and procedures of NA testing in Montana.

Conflict of Interest: The Test Observer understands that he/she must not test family members, or personal friends. Test Observers must remain consistent, impartial, and unbiased during the administration of all MT nurse aide testing and must only record what is actually observed while candidates perform skill test demonstrations, thus mitigating any inherent testing bias that could arise due to the TO's possible test observer and NA training instructor roles in MT, if the TO is also a nurse aide instructor in MT.

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

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

Termination: Either party may terminate this agreement with 30 days written notice to the other party, except for immediate termination in the case of nonperformance of any act of activity contained herein or within attachments and extensions of this contract.

Liability: HEADMASTER assumes no liability for test Candidates, test subjects, Actors, Written Test Proctors or Test Observers and any and all claims resulting from negligence or any other act or action will be borne by the independently contracted Test Observer.

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

TO Signature: _____ Date: ____/____/____

HEADMASTER use ONLY: TO ID # assigned: ____ - ____ - ____ on ____/____/____ by _____