

HEADMASTER, LLP

3310 McHugh Lane – Helena, MT 59602

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PROVIDING NA TESTING SOLUTIONS THROUGHOUT THE UNITED STATES

(This Agreement **MUST** be accompanied by form 1500OR, 1501OR and 1503OR)

Parties:

This agreement is entered into this ____ day of _____ 20____ by and between RN Test Observer _____
Name

SS# _____ of _____
(City) (State) (Zip) (Home Phone) (Work Phone)

hereinafter referred to as the RN test observer (TO) and HEADMASTER, LLP (a partnership fully owned and operated by Paul Dorrance and Ben Schmitt employer ID # 81-0433262 – 3310 McHugh LN. Helena, Mt. 59602) for the purpose of administering HEADMASTER nursing assistant written/oral and/or skill tests at approved test sites in Oregon on dates to be mutually agreed to with HEADMASTER and/or the test site.

Obligations:

The RN test observer (TO) will become a HEADMASTER/OSBN certified, independently contracted, TO at his/her own expense and successfully administer tests in Oregon using a HEADMASTER/OSBN approved testing model before receiving any compensation from HEADMASTER. The TO will read, sign and agree to abide by all terms and the good faith intent as described in this agreement, the test observer application form 1500OR, the confidentiality/nondisclosure agreement (form 1501OR) and the test equipment form (1503OR) all hereby made a part and parcel to this agreement.

Conflict of Interest:

The RN test observer affirms that they will, under no circumstance, administer any HEADMASTER/OSBN certification test to any nursing assistant student for which they have been the nursing assistant instructor. The RN observer also agrees to abstain from administering nursing assistant examinations to nursing assistant candidates with whom s(he) had prior personal or business association, or to family, or close personal friends, or relatives.

Services Rendered:

The TO will be paid twenty-one dollars (\$21.00) 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 all or in part to compensate independent written test proctors hired and trained (with a HEADMASTER/OSBN approved training method) by the TO plus an additional two dollars and fifty cents (\$2.50) for any written tests that are oral requests. HEADMASTER will further compensate the TO six dollars and seventy-five cents (\$6.75) for each skill test satisfactorily administered that may be used all or in part to pay actors hired and trained (with a HEADMASTER/OSBN approved training method) by the TO. The TO will be paid two dollars (\$2.00) for consumable supplies and equipment that s(he) will provide for each skill test administered as agreed to on form 1503OR. Payment will be made to the RN observer within 30 days of receipt of ALL testing materials, which includes, but is not limited to, proper completion of the RN observer's report, HEADMASTER form 1250 or electronic form 1250e etc. The TO further agrees to be certified yearly, for a nominal fee, by an approved HEADMASTER/OSBN certification process if s(he) desires to remain as an active TO in Oregon. Any TO selected and who agrees to be an RN mentor observer will be compensated fifty dollars (\$50.00) per RN observer certified. For test events when the TO uses the HEADMASTER recommended two flight testing method (three person testing team model) to its full capacity an additional \$2.75 per skill test candidate tested will be paid to the TO.

Independent Contractor:

It is understood that the RN observer is an independent contractor and, because the RN observer 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 RN observer for any federal, state or municipal taxes or any insurance or retirement program. The RN observer will be solely responsible for all payments of federal, state and municipal taxes, which 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 RN observer 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 reviews during testing, by either HEADMASTER staff or OSBN staff, for the purpose of performance evaluation and/or to improve the processes and procedures of NA testing in Oregon.

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 in any activities performed pursuant to this agreement.

Modifications:

This document contains the entire agreement, except where otherwise specifically stated, 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 as determined by the Oregon State Board of Nursing.

Liability:

When administering skill tests, no test facility residents or nursing assistant students are to be used as actors or written test proctors. HEADMASTER, the Oregon State Board of Nursing and the test facility assume no liability for test candidates, written test proctors, actors or test observers and any and all claims resulting from negligence or any other act or action will be borne by the negligent party. The TO listed herein will provide HEADMASTER with proof of personal liability insurance prior to being compensated for any tests administered.

I hereby acknowledge and agree with the terms and conditions of this agreement and the required attached HEADMASTER forms.

TO Signature: _____ Date: ____/____/____

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