



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

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

**OREGON TEST OBSERVER AGREEMENT – FORM 1505OR**  
 (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 Lane, Helena, MT 59602) for the purpose of administering HEADMASTER nursing assistant knowledge/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 TO 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 TO 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 thirty-one dollars and seventy five cents (\$31.75) per skill test satisfactorily administered for the first year of active testing (the year begins with the date of the first independent test event administered - active testing is defined as conducting at least an average of one test event every four months). During subsequent years of continuous active testing (*non-active testers will remain at the first year rate*) for each skill test satisfactorily administered the TO will be paid thirty-five dollars and seventy five cents (\$35.75). The TO will be paid seven dollars and twenty-five cents (\$7.25) for each knowledge test satisfactorily administered plus an additional three dollars and fifty cents (\$3.50) for any knowledge tests that are oral requests. It is the TO's responsibility to make payment arrangements for actors and knowledge test proctors hired and certified by the TO (per HEADMASTER/OSBN approved guidelines). The TO further agrees to be approved yearly to continue active testing, pay a nominal certification fee and conform to 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 (12 candidates scheduled), an additional \$2.00 per skill test candidate satisfactorily tested will be paid to the TO.) RN observers that return incomplete work agree to be assessed a penalty of twenty dollars (\$20.00) per fifteen minutes of HEADMASTER staff time required to correct errors or omissions. In addition, failure to ship any paper work materials within 18 hours of a completed test event is cause for a late test submission penalty of \$40/day and/or immediate cancellation of this agreement. RN observer pay will be issued within 21 days of receipt of ALL testing materials, including completion of the nurse aide Examiner's Report, (form 1250 or 1250e) which may also be considered as the TO's invoice for independent services performed.

**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 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 knowledge test proctors. HEADMASTER, the Oregon State Board of Nursing and the test facility assume no liability for test candidates, knowledge test proctors, actors or TOs 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 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 as delineated above.

**RN Test Observer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

HEADMASTER (Form 1505OR) Oregon Test Observer Agreement

Updated: 5-1-2013

**HEADMASTER use ONLY:** TO ID # assigned: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ by \_\_\_\_\_