



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

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

## KNOWLEDGE TEST PROCTOR (KTP) AGREEMENT – Montana Medication Aide I & II FORM 1515 MT-MA

**Parties:**

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

Applicant \_\_\_\_\_ SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ of

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

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

Hereinafter referred to as the KTP and HEADMASTER LLP -- FID#: 81-0433262 -- Phone: 800-393-8664 – 3310 McHugh Drive, Helena, MT, 59602 hereinafter referred to as HEADMASTER for the purpose of proctoring authorized Montana Medication Aide Certification tests to Medication Aide test candidates throughout Montana. Medication Aide approved testing standards are occasionally subject to change.

**Obligations:** HEADMASTER will certify Knowledge Test Proctors (KTP) at the Knowledge Test Proctors' expense; utilizing HEADMASTER and Montana Board of Nursing (MBON) approved instructional materials and methods, before involving any KTP in any testing scenario or providing any compensation to the KTP. The Knowledge Test Proctors will be required to be certified each year at their own expense by HEADMASTER using a MBON approved certification process. The KTP will allow unannounced observation of testing in progress for quality assurance purposes. The KTP will read, sign and abide by the Confidentiality/Nondisclosure agreement (Form 1501 MT-CMA) hereby made a part and parcel to this agreement. The KTP agrees to abstain from proctoring knowledge tests for any Medication Aide examinations that would be administered to personal friends and/or relatives or anyone associated with a company or corporation that employs them. The KTP must properly complete all required forms and forward all applicable forms to HEADMASTER

**Services Rendered:** The KTP will be paid twenty-two dollars and fifty cents (\$22.50) per test event that they mutually agree to proctor or seven dollars and fifty cents (\$7.50) for each Medication Aide Candidate the KTP proctors during an agreed upon test event, whichever amount is greater. HEADMASTER will make payment for KTP services rendered directly to the KTP within 30 days of receipt of all testing materials and proper completion of a WEBESTEST© event.

**KTP's/Independent Contractor:** It is understood that the business relationship between HEADMASTER and a KTP is one of an independent contractor and as an independent contractor, the KTP agrees to maintain an Independent Contractor Exemption Certificate (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. KTPs agree Headmaster/MBON will only be permitted to offer direction and exercise control in matters essential to specifying the end result. KTPs 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 KTP for any federal, state or municipal taxes or any insurance or retirement program. The KTP 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. All KTPs agree to and expect unannounced periodic visits during test events by HEADMASTER or MBON staff, for the purpose of improving the processes and procedures of MT CMA testing.

**Non-Disclosure/Conflicts of Interest:** KTPs acknowledge the confidential nature of the medication assistant competency examination. This includes the materials, processes, procedures and content of the knowledge examination. KTPs agree to safeguard the confidentiality of all information about the medication assistant competency examination and will not disclose any portion of the examination materials or the processes or procedures necessary to administer or to pass the examination. The KTP agrees he/she will not test family members or personal friends. The KTP agrees to remain consistent, impartial and unbiased during test administration.

**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 pursuant to any activities performed under 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:** The term of this agreement is two years from the date of signing 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 related to testing Medication Aides in Montana.

**Liability:** HEADMASTER assumes no liability for test candidates, test subjects or Knowledge Test Proctors. 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:

KTP signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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