

WRITTEN TEST PROCTOR (WTP) AGREEMENT

This Agreement MUST be accompanied by **Form 1501 MT-CMA** printed on the reverse side. PLEASE TYPE OR PRINT.

Parties: This agreement is entered into on this _____ day of _____, 20____ by and between
Name _____ Home Phone (_____) _____ - _____ Work Phone (_____) _____ - _____
of Home Address _____ City _____ State _____ Zip _____

hereinafter referred to as the WTP and HEADMASTER LLP -- FID#: 81-0433262 -- Phone: 406-442-8656 - 3310 McHugh Drive, Helena, MT. 59602

hereinafter referred to as HEADMASTER for the purpose of providing Montana Board of Nursing authorized tests to Medication Aide Candidates throughout Montana using MBON approved standards that are subject to change from time to time.

Obligations: HEADMASTER will certify Written Test Proctors at the Written Test Proctors expense; utilizing HEADMASTER and MBON approved instructional materials and methods, before involving any WTP in any testing scenario or providing any compensation to the WTP. The Written Test Proctors will be required to be certified each year at their own expense by HEADMASTER using a Montana Board of Nursing approved certification process. The WTP will allow unannounced observation of testing in progress for quality assurance purposes. The WTP will read, sign and abide by the Confidentiality/Nondisclosure agreement (**Form 1501 MT-CMA**) hereby made a part and parcel to this agreement. The WTP agrees to abstain from proctoring written 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 WTP must properly complete all required forms and forward all applicable forms to HEADMASTER. (Possibly W-4, I-9, certainly this agreement or an original copy, Nondisclosure agreement etc.)

Services Rendered: The WTP 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 WTP proctors during an agreed upon test event, whichever amount is greater. HEADMASTER will make payment for WTP services rendered directly to the WTP within 30 days of receipt of all testing materials and proper completion of a WEBETEST® event.

Independent Contractor: It is understood that the WTP is an independent contractor and because the WTP is an independent contractor under the terms of this agreement, there will not be any deductions from any compensation paid for health insurance or any retirement program. The WTP will not be eligible for overtime pay, mileage compensation, or paid time for traveling to a work site or any other compensation except as detailed herein for Proctoring written tests. The WTP will be solely responsible for any and all payments for their own health insurance, liability insurance and retirement benefits if they so desire. Further, the WTP understands that there will be no withholding from any compensation paid for State and Federal withholding, FICA, Medicare, Workers Compensation etc.

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 of any act or activity related to testing Medication Aide candidates in Montana.

Liability: HEADMASTER assumes no liability for test Candidates, Evaluators, Test Administrators, Actors, or Written Test Proctors and any and all claims resulting from negligence or any other wrongful act or action will be borne by the negligent party.

SIGNATURES

I have read, understand and agree to all terms and conditions contained herein.

Name WTP (Print or Type) _____ Title _____

WTP Signature _____ SS# _____ - _____ - _____ Date ____/____/____