

**WRITTEN TEST PROCTOR (WTP) AGREEMENT Oregon Medication Aide**

This Agreement MUST be accompanied by form 1500GM and Form 1501GM. 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: 800-393-8664 – 3310 McHugh Drive, Helena, MT, 59602 hereinafter referred to as HEADMASTER for the purpose of proctoring authorized Oregon Medication Aide certification tests to Medication Aide test candidates throughout Oregon. Medication Aide testing approved standards are subject to change from time to time.

**Obligations:** HEADMASTER will certify Written Test Proctors at the Written Test Proctor's expense; utilizing HEADMASTER and OSBN 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 an approved certification process and must be an RN in good standing in Oregon or be directly supervised by an Oregon RN. 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 1501GM) 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 any student that they have instructed as part of an approved Oregon Medication Aide training program or to any candidate that works in his/her corporate structure. 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 (or a WTP designated test center entity) will be paid twenty-four dollars (\$24.00) per medication aide test event plus eleven dollars (\$11.00) for local (under 45 miles one way) travel time, for solely medication aide test events, if any travel time is necessary to proctor tests, for each test event that he/she mutually agrees to proctor OR ten dollars per medication aide test 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 (or test center if the WTP is an employee of an approved test center) within 30 days of receipt of all paper testing materials and/or proper completion of a WebETest© event.

**Independent Contractor:** It is understood that the WTP or test center is an independent contractor and because the WTP or test center 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 or test center 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 or test center 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 or test center 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 Oregon.

**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.

**SIGNATURE:**

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

Name WTP (Print or Type) \_\_\_\_\_ Title \_\_\_\_\_

WTP Signature \_\_\_\_\_ SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Email address: \_\_\_\_\_

WTP designated test center: \_\_\_\_\_

(If applicable) Make checks out to: Name: \_\_\_\_\_ Address ..... \_\_\_\_\_ EIN..... Phone \_\_\_\_\_