Test Administration Services Entity (TASE)

TEST ADMINISTRATION SERVICES AGREEMENT

TASE FORM 1505 | CALIFORNIA

In the **AFFIDAVIT** that is part of the TASE Application in TMU© (find at ca.tmutest.com; click on APPLICATIONS), you will certify that you have read, understand, and will abide by the terms and conditions of the Testing Services Business Entity Agreement Form (TASE FORM 1505 | CALIFORNIA) and are established to do business, by statute, in the State of California.

PARTIES

HIRING AGENT: HEADMASTER, LLP (COMPANY)
P.O. Box 6609
Helena, MT 59604–6609
Phone #: (888) 401-0462 | Fax #: (406) 442-3357
Email: california@hdmaster.com Website: www.hdmaster.com

PURPOSE

COMPANY executes this agreement for Test Administration Services with the herein-named TASE (Business Entity), as established to do business by statute in the State of California.

OBLIGATIONS

COMPANY will:

- Obtain and provide, per State regulations, the dates and locations required for test administration.
- Provide a schedule of test administrations needed Statewide through our test administration software (Testing Opportunities).
- Provide secure access to the Statewide test schedule, allowing TASEs to select desired testing opportunities.
- Periodically check to confirm TASE has Workers' Compensation insurance per State regulations.
- Provide timely access to COMPANY's toll-free support system and cloud-based test management software as required by the State.
- Monitor that testing sites are safe, clean, and reasonably free of distractions, in accordance with State-approved test site requirements.
- Facilitate periodic review(s) of test administrations upon request of TASE, State officials, or COMPANY to ensure compliance with state standards and improve future test administration experiences for test candidates.
- Notify TASE of any deficiencies found in periodic reviews and in any materials (printed or electronic) submitted to COMPANY.
- Compensate TASE for each test administration generally within seven (7) business days, but no later than thirty (30) calendar days of COMPANY receiving the timely submission of test materials for official scoring.

TASE (Business Entity) will:

- Hire, supervise, and compensate test administration teams (test team) that include at least one:
  - Registered Nurse Test Observer(s) (RN-TO) to administer the skills test portion of the exam
  - Certified Actor(s) for the skills test portion of the exam
  - Certified Knowledge Test Proctor(s) (KTP) for on-site knowledge exam administration. Not needed if using Remotely Proctored Knowledge Exam testing.
- Ensure certified test team(s) perform at least three test administrations per year.
- Provide timely, quality, unbiased test administration services that comply with State and Federal law.
- Provide all necessary electronic testing equipment that is compatible with COMPANY's software.
- Provide all testing supplies needed, as required by the State, to administer tests to approved State and Federal standards.
- Ensure there are secure, reliable hotspots and/or Wi-Fi/internet access for their test team(s).
- Provide COMPANY proof of:
  - Test team member's state-required testing eligibility.
  - Annual recertification of testing eligibility.
  - TASE's business entity formation status.
  - TASE's Workers' Compensation insurance coverage per State regulations.
  - General liability insurance. Though not required, it is highly recommended for any business entity.
- The TASE understands and will comply with all State and Federal regulations, including but not limited to:
  - State Approved Testing Standards (see Attachment A found at www.hdmaster.com, under the 'Business Entities Providing Testing Services' heading).
  - Americans with Disabilities Act (ADA).
  - Recent criminal background checks for applicable testing team members, if required per State requirements.
  - Agree to unannounced Monitoring and Statistical Analysis of their RN Test Observer(s) (TOs) and other test team members.
- Correctly submit testing packet materials (electronic and/or printed) to COMPANY the same day tests are administered.
- Assume responsibility for the team's State and Federal taxes and withholdings.
- Assume liability for failure to administer tests in compliance with this agreement and applicable regulations.

COMPENSATION

COMPANY will pay TASE (Business Entity):

- During the first year of this agreement, $35.00 for each candidate successfully skill tested, and then $40.00 per candidate successfully skill tested in subsequent years.
- $8.00 for each Knowledge Test successfully administered.
- $50.00 for each RN Test Observer who agrees to provide services as a state-approved Mentor Test Observer per State-approved expectations.
- An additional $20.00 for each test administration requiring accommodations to comply with ADA requirements.

TASE Business Entity will pay COMPANY:

- A one-time fee of $100.00 (per TASE-provided RN Test Observer) to certify that each TO has the necessary qualifications and training needed to administer exams that meet State testing standards.
  - *Paid through the TMU© TASE application.*
- $50.00 yearly for review and oversight per State-approved processes.
- $5.00 per test day for access to COMPANY's toll-free phone support and cloud-based test management software (TMU©) as contracted by the State.
- $25.00 per fifteen minutes of COMPANY staff time required to correct erroneous or disorganized test administration materials submitted to COMPANY for official scoring by TASE's test team(s).

TERMINATION

Either party may terminate this Agreement by choosing not to offer or accept work from the other. COMPANY may terminate this Agreement if it does not receive testing materials from TASE as required per State standards presented in Attachment A, found at www.hdmaster.com, under the 'Business Entities Providing Test Administration Services' button.

AGREED



General Partner
HEADMASTER, LLP (COMPANY)