



D&S Diversified Technologies LLP

Headmaster LLP

HEADMASTER LLP

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Innovative, quality technology solutions
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NEVADA NURSING ASSISTANT

TEST OBSERVER INDEPENDENT CONTRACTOR AGREEMENT -- FORM 1505NV

Form 1500NV, 1501NV are part of and MUST accompany this agreement

Parties:

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

RN Applicant Name: \_\_\_\_\_ SS# \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ of

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

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

hereinafter referred to as the TO (Test observer) and HEADMASTER LLP/D&S DIVERSIFIED TECHNOLOGIES LLP (a partnership -- employer ID# 81-0433262) for the purpose of administering HEADMASTER/D&S DT Nursing Assistant Knowledge and/or Skill Tests at sites and dates mutually agreed to with approved test sites.

Obligation: The TO will be paid for each test event the TO contracts to manage as compensation for event management, pre-event setup, consumable supplies, travel to and from events, Actor and Knowledge Test Proctor (KTP) training, certification and supervision as well as personally administering each skill test. Active TOs will be compensated forty three dollars (\$43.00) for each candidate skill tested at a test event the TO contracts to manage, up to a maximum of sixteen (16) candidates per day, plus seven dollars (\$7.00) for each Knowledge Test administered during a test event for the first year. Active TOs will be compensated an additional three dollars (\$3.00) per skill test administered during his/her second and subsequent active years of managing agreed upon test events. Actor and KTP compensation is to be agreed upon between the TO and his/her testing team members and is funded out of the compensation paid for each test component as well as all other TO overhead expenses. Observers selected and that agree to be Mentor Observers will receive seventy-five dollars (\$75.00) per Observer mentored in accordance with HEADMASTER/D&S DT and NSBN approved Mentor guidelines and procedures. Observers will receive an additional twenty dollars (\$20.00) for each pre-approved ADA Accommodation test that they oversee in accordance with HEADMASTER/D&S DT and NSBN directions and comply with all ADA standards. The Observer must be certified yearly, at his or her own expense, by an approved HEADMASTER LLP/D&S DT and Nevada State Board of Nursing re-certification process or procedure. Observers that return any testing packet (printed materials or WebETest@TMU@ information) that is not completed correctly will be charged twenty-five dollars (\$25.00) per fifteen minutes of HEADMASTER/LD&S DT staff time needed to fix the testing materials. The Observer will be notified of the specific reason for any charges, so they may take the steps necessary to prevent further charges. Holding testing materials and not returning them the same day tests are given is cause for immediate cancellation of this agreement.

Payment for a test event managed will be made to the TO within 30 days of transmission and/or receipt of ALL testing materials (WebETest@TMU@ or paper), including proper completion of the NA Examiner's Report, (HEADMASTER/D&S DT Form 1250 or equivalent).

Independent Contractor: It is understood and agreed that the TO is an independent contractor and, because the TO is an independent contractor under the terms of this agreement, HEADMASTER/D&S DT shall not deduct from any compensation paid or make any payment on behalf of the TO for any federal, state or municipal taxes or any insurance or retirement program. The TO 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 insurance and retirement benefits. Further, the TO 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 Test Events in progress, by either HEADMASTER/D&S DT or the NSBN, for the purpose of improving NV NA testing processes and procedures. The TO will mutually agree to test dates with NSBN approved test sites, will pay for yearly recertification per NSBN approved recertification policies, will supply his/her own equipment, tools, supplies and travel expenses, may choose the number of test events scheduled per year (to remain on the active observer list s(he) agrees to manage at least three events per year) and the TO and his/her testing team(s) may offer their testing services to the general public for any testing work they desire.

Conflict of Interest: The Observer understands that s(he) must not test any NA candidate that s(he) has personally trained on the NA skill tasks or in a clinical setting. Observers may not test his/her own family members or personal friends. Observers must remain consistent, impartial and unbiased during the administration of a Nevada NA test and must avoid any possibility of a conflict of interest between his/her testing and skill training role, if s(he) is also a NA skill trainer in Nevada.

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 during any activities performed pursuant to 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 or referenced 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 contained herein.

Liability: When administering skills tests, no facility residents or test candidates are to be used as test subjects (Actors). Neither HEADMASTER/D&S DT nor NSBN assume any liability for test candidates, test subjects, actors or RN Observers and any and all claims resulting from negligence or any other act or action will be borne by the independently contracted RN Observer. I do hereby acknowledge and agree with the terms and conditions of this agreement.

TO Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

HEADMASTER LLP/D&S DT use ONLY: TO ID# assigned: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ by \_\_\_\_\_