



D&S Diversified Technologies LLP

Headmaster LLP

HEADMASTER/D&S DT LLP
P.O. Box 6609, Helena, MT 59604-6609
800-393-8664 – Fax: 406-442-3357
www.hdmaster.com

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

ARIZONA NURSING ASSISTANT - HEADMASTER/D&S DIVERSIFIED TECHNOLOGIES
NURSE AIDE RN TEST OBSERVER AGREEMENT - FORM 1505AZ

(Form 1500AZ, 1501AZ and 1503AZ 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: _____

hereinafter referred to as the TO (Test Observer) and HEADMASTER LLP/D&S DIVERSIFIED TECHNOLOGIES LLP (D&S DT) (employer ID# 81-0433262)
for the purpose of administering HEADMASTER/D&S DT Nurse Aide Knowledge/Oral and/or Skill Tests at sites and dates mutually agreed to with
HEADMASTER/D&S DT.

Obligation: The TO will be paid twenty-seven dollars (\$27.00) for the first year and then thirty dollars (\$30.00) for subsequent years, which
includes four dollars for consumable supplies, for each Skill Test satisfactorily administered, and six dollars and fifty cents (\$6.50) and then eight
dollars and fifty cents (\$8.50) for subsequent years for each Knowledge Test satisfactorily administered that may be used to compensate
Knowledge Test Proctors hired by the TO plus three dollars (\$3.00) for any knowledge tests that are oral requests. HEADMASTER/D&S DT will
further compensate the TO six dollars and fifty cents (\$6.50) and then eight dollars and fifty cents (\$8.50) for subsequent years for each Skill Test
administered that may be used to pay Actors hired by the TO. Observers selected and that agree to be Mentor Observers will receive fifty dollars
(\$50.00) per Observer they mentor in accordance with HEADMASTER/D&S DT and AZBN approved Mentor guidelines and procedures. Observers
will receive twenty dollars (\$20.00) for each pre-approved ADA Accommodation test that they oversee in accordance with HEADMASTER/D&S DT
and AZBN standards. The Observer must be certified yearly, at his or her own expense, by an approved AZBN re-certification process or procedure.
Observers that return testing packets (materials) that are not completed correctly will be charged twenty-five dollars (\$25.00) per fifteen minutes
of HEADMASTER/D&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 will be made to the TO within 30 days of receipt of ALL paper (or electronic submission of all) testing materials, including proper
completion of the Nurse Aide Examiner's Report, (HEADMASTER/D&S DT Form 1250 or electronic version of the 1250) at PO Box 6609, Helena, MT,
59604-6609 or online.

Independent Contractor: It is understood 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 their own insurance and retirement
benefits, if they so desire. 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 review during test events, by either
HEADMASTER/D&S DT or the AZBN, for the purpose of improving the processes and procedures of NA testing in Arizona.

Conflict of Interest: The Observer understands that they must not test any NA candidate that they have trained, or any candidate that is hired by or
being trained within their corporate or organizational structure. Observers may not test their own family members or personal friends. Observers
must remain consistent, impartial, and unbiased during the administration of all AZ NA testing and must avoid any possibility of a conflict of
interest between their testing and training roles, if they are also an NA trainer in AZ.

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, of ancestry on 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 in this written Contract, shall be valid of 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 of activity contained herein or within attachments and extensions of this contract.

Liability: When administering skill tests, no facility residents are to be used as test subjects (resident Actors). HEADMASTER/D&S DT assumes no
liability for test Candidates, test subjects, Actors, or Observers and any and all claims resulting from negligence or any other act or action will be
borne by the independently contracted RN Test Observer.

I hereby acknowledge and agree with the terms and conditions of this agreement.

TO Signature: _____ Date: ____/____/____

HEADMASTER/D&S DT use ONLY: TO ID # assigned: _____ - _____ - _____ on ____/____/____ by _____