



D&S Diversified Technologies LLP
Headmaster LLP

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

NEVADA MEDICATION AIDE–CERTIFIED TEST OBSERVER AGREEMENT – FORM 1505CV

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

Parties:

This agreement is entered into this _____ day of _____, 20____ by and between:

Applicant: _____ SS# _____ - _____ - _____ of

Home Address: _____ City: _____ State: _____ Zip: _____

Phone Numbers: _____

hereinafter referred to as the TO (Test observer) and HEADMASTER (a partnership fully owned and operated by Paul Dorrance and Ben Schmitt employer ID# 81-0433262) for the purpose of administering HEADMASTER MA-C Knowledge and/or Skill Tests at sites and dates mutually agreed to with HEADMASTER.

Obligation: The TO will be paid one hundred dollars (\$100) for each test event for the first test candidate 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 training, certification and supervision as well as administering a skill test. The TO will be compensated twenty-three dollars (\$23.00) plus nine dollars (\$9.00) that may be used to pay for related hired Actor overhead [a total of thirty two dollars \$32.00] for **each additional candidate** they skill test at a test event the TO contracts to manage, up to a maximum of sixteen (16) candidates per day, and nine dollars (\$9.00) for **each additional** Knowledge Test administered during a test event that may be used to pay for hired Knowledge Test Proctor (KTP) overhead. Observers selected and that agree to be Mentor Observers will receive fifty dollars (\$50.00) per Observer they mentor in accordance with HEADMASTER 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 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 and Nevada Board of Nursing re-certification process or procedure. Observers that return any testing packet (printed materials or WebETest© information) that is not completed correctly will be charged twenty-five dollars (\$25.00) per fifteen minutes of HEADMASTER 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 transmission and/or receipt of ALL testing materials (WebETest© or paper), including proper completion of the MA-C Examiner’s Report, (HEADMASTER **Form 1250**).

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 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 reviews during Test Evaluation, by either HEADMASTER or the NSBN, for the purpose of improving the processes and procedures of MA-C testing in Nevada.

Conflict of Interest: The Observer understands that they must not test any MA-C candidate that they have trained. Observers may not test their own family members or personal friends. Observers must remain consistent, impartial and unbiased during the administration of a Nevada MA-C test and must avoid any possibility of a conflict of interest between their testing and training roles, if they are also a MA-C 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, 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 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 of activity contained herein.

Liability: When administering skills tests, no facility residents are to be used as test subjects (Actors). HEADMASTER or NSBN assume 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 Observer.

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

TO Signature: _____ Date: _____ / _____ / _____

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