



D&S Diversified Technologies LLP
Headmaster LLP

HEADMASTER/D&S DT LLP
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*Innovative, quality technology solutions
 throughout the United States since 1985.*

**ARIZONA ASSISTED LIVING FACILITY CAREGIVER
 HEADMASTER/D&S DIVERSIFIED TECHNOLOGIES**

RN TEST OBSERVER OR KNOWLEDGE TEST PROCTOR AGREEMENT - FORM 1505AC

(Form 1500AC and 1501AC are part of and MUST accompany this agreement)

Parties:

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

T.O./KTP Applicant Name: _____ SS# _____ - _____ - _____ of

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

Phone Numbers: _____

hereinafter referred to as the T.O. (RN Test Observer) or KTP (Knowledge Test Proctor) and HEADMASTER LLP/D&S DIVERSIFIED TECHNOLOGIES LLP (D&S DT) (Employer ID# 81-0433262) for the purpose of administering HEADMASTER/D&S DT Assisted Living Facility Caregiver Knowledge Tests at sites and dates mutually agreed to with HEADMASTER/D&S DT.

Obligations: HEADMASTER/D&S DT will certify RN Test Observers or Knowledge Test Proctors at the RN Test Observer’s or Knowledge Test Proctor’s expense; utilizing HEADMASTER/D&S DT and Arizona NCIA Board of Examiners approved instructional materials and methods, before involving any T.O. or KTP in any testing scenario or providing any compensation to the T.O. or KTP. The T.O. or KTP will allow unannounced observation of testing in progress for quality assurance purposes. The T.O. or KTP will read, sign and abide by the Confidentiality/Nondisclosure agreement (Form 1501AC or 1501KTP-AC) hereby made a part and parcel to this agreement. ***The T.O. or KTP agrees to abstain from proctoring knowledge tests for any Assisted Living Facility Caregiver examinations that would be administered to personal friends, relatives, any student(s) that they have instructed as part of an approved Arizona NCIA Board of Examiners training program or to any candidate(s) that works in his/her corporate structure.*** The T.O. or KTP must properly complete all required forms and forward all applicable forms to HEADMASTER/D&S DT.

Services Rendered: The T.O. or KTP will be paid twenty-four dollars (\$24.00) per Assisted Living Facility Caregiver test event plus eleven dollars (\$11.00) for local (under 45 miles one way) travel time, for **solely** Assisted Living Facility Caregiver 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 Assisted Living Facility Caregiver test candidate the T.O. or KTP proctors during an agreed upon test event, whichever amount is greater. T.O.’s or KTP’s will receive twenty dollars (\$20.00) for each pre-approved ADA Accommodation test that they oversee in accordance with HEADMASTER/D&S DT and NCIA/ALFM Board of Examiners standards. HEADMASTER will make payment for T.O. or KTP services rendered directly to the T.O. or KTP 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 T.O. or KTP is an independent contractor and because the T.O. or KTP 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 T.O. or KTP 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 knowledge tests. The T.O. or KTP 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 T.O. or KTP 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 Assisted Living Facility Caregiver candidates in Arizona.

Liability: HEADMASTER assumes no liability for test Candidates, RN Test Observers or Knowledge Test Proctors and any and all claims resulting from negligence or any other wrongful act or action will be borne by the negligent party.

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

T.O. or KTP Signature: _____ Date: _____ / _____ / _____

HEADMASTER/D&S DT use ONLY: T.O. or KTP ID # assigned: _____ - _____ - _____ on _____ / _____ / _____ by _____