

Headmaster LLP

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

\_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## **OKLAHOMA MEDICATION AIDE**

## KNOWLEDGE TEST PROCTOR (KTP) AGREEMENT (FORM 1515KM)

This Agreement MUST be accompanied by form Form 1501KM. PLEASE TYPE OR PRINT.

 Parties: This agreement is entered into on this
 day of
 , 20
 by and between

 Name
 Home Phone (\_\_\_\_)
 \_\_\_\_\_Work Phone (\_\_\_\_)
 \_\_\_\_\_\_

City

of Home Address\_\_\_\_\_

hereinafter referred to as the KTP and HEADMASTER, LLP -- FID#: 81-0433262 -- Phone: 800-393-8664 – 625 Barney Dr, Helena, MT, 59602 hereinafter referred to as HEADMASTER for the purpose of proctoring authorized Oklahoma Medication Aide certification tests to Medication Aide test candidates throughout Oklahoma. Medication Aide testing approved standards are subject to change from time to time.

**Obligations:** HEADMASTER will certify Knowledge Test Proctors at the Knowledge Test Proctor's expense; utilizing HEADMASTER and Oklahoma Department of Health approved instructional materials and methods, before involving any KTP in any testing scenario or providing any compensation to the KTP. The Knowledge Test Proctor will be required to be certified each year at their own expense by HEADMASTER using a Headmaster and Oklahoma Department of Health approved certification process. The KTP will allow unannounced observation of testing in progress for quality assurance purposes by Headmaster and/or Department of Health representatives. The KTP will read, sign and abide by the Confidentiality/Nondisclosure agreement (Form 1501KM) hereby made a part and parcel to this agreement. The KTP agrees to abstain from proctoring knowledge tests for any Medication Aide examinations that would be administered to personal friends and/or relatives or any student that they have instructed as part of an approved Oklahoma Medication Aide training program. The KTP must properly complete all required forms and forward all applicable forms to HEADMASTER.

Services Rendered: The KTP will be paid thirty dollars (\$30.00) per medication aide test event for each test event that he/she mutually agrees to proctor OR ten dollars (\$10) per medication aide test candidate the KTP proctors during an agreed upon test event, whichever amount is greater. HEADMASTER will make payment for KTP services rendered directly to the 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 KTP or test center is an independent contractor and because the KTP or test center 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 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 KTP or test center 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 KTP or test center 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 Medication Aide candidates in Oklahoma.

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

## SIGNATURE:

I have read, understand and agree to all terms and conditions contained herein.						
Name KTP (Print or Type)			_Title			
KTP Signature	SS#			Date	_/	
Email address:						
KTP designated test center: (If applicable) Make checks out to: Name:	Address			EIN		Phone