



OKLAHOMA
LONG TERM CARE [HOME HEALTH DEEMING]
HEADMASTER TEST OBSERVER AGREEMENT FORM 1505KC
Form 1500KC, 1501KC and 1503KC are part of and MUST accompany this agreement

Parties:

This agreement is entered into this _____ day of _____, 20____ by and between
Applicant Name (please print): _____ SS# _____ - _____ - _____ of
Home Address: _____ City: _____ State: _____ Zip: _____
Home Number: _____ Cell Number: _____ Work Number: _____

hereinafter referred to as the TO (Test Observer) and HEADMASTER (a partnership fully owned and operated by Paul Dorrance employer ID# 81-0485786) for the purpose of administering HEADMASTER Long Term Care [Home Health Deeming] Knowledge and/or Skill Tests at sites and dates mutually agreed to with HEADMASTER.

Obligation: The TO will be paid twenty-five dollars (\$25.00), which includes two dollars for consumable supplies, for each Skill Test satisfactorily administered, and four dollars and fifty cents (\$4.50) for each Knowledge Test satisfactorily administered in conjunction with a Skills Test. HEADMASTER will further compensate the TO six dollars and fifty cents (\$6.50) for each Skill Test administered that may be used to pay Actors hired by the TO. For *Knowledge Test Only events*, the TO will be paid sixty dollars (\$60.00) plus four dollars and fifty cents (\$4.50) for each Knowledge Test that is satisfactorily administered. Observers selected and that agree to be Mentor Observers will receive fifty dollars (\$50.00) per Observer they mentor in accordance with HEADMASTER and OSDH 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 and OSDH standards. The Observer must be certified yearly, at his or her own expense, by an approved OSDH re-certification process or procedure. Observers that submit testing packets that are not completed correctly will be charged fifteen dollars (\$15.00) per fifteen minutes of HEADMASTER staff time needed to fix the testing packet. 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 submitting 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 submission of testing packets, including proper completion of the Long Term Care [Home Health Deeming] Administrator'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 review during test events, by either HEADMASTER or the OSDH, for the purpose of improving the processes and procedures of Long Term Care [Home Health Deeming] testing in Oklahoma.

Conflict of Interest: *The Observer understands that they must not test any Long Term Care [Home Health Deeming] 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 all OK Long Term Care [Home Health Deeming] testing and must avoid any possibility of a conflict of interest between their testing and training roles, if they are also a Long Term Care [Home Health Deeming] trainer in OK.

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 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 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 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 Observer.

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

T.O. Signature: _____ Date: ____/____/____

HEADMASTER use ONLY: T.O. ID # assigned: _____ - _____ - _____ on ____/____/____ by _____