

**AGREEMENT FOR EVALUATIONS OF CANDIDATES FOR MINISTRY**

This AGREEMENT is effective on the date executed by all parties, by and between the \_\_\_\_\_ Annual Conference of the United Methodist Church (herein "CONFERENCE"), and \_\_\_\_\_, Ministerial Assessment Specialist (herein "M.A.S."), and is made with reference to the following facts:

**RECITALS**

1. The \_\_\_\_\_ Annual Conference of The United Methodist Church has need from time to time for assessment of persons entering ministry. This assessment may occur at the Candidacy level, upon Commissioning or probationary membership, or at the time of entrance into full connection within the Annual Conference, or at other times as may be required.
  
2. The provider's name is \_\_\_\_\_, and does state the following to be true and correct: I am a Ministerial Assessment Specialist (M.A.S.) having one or more of the following professional credentials (check all that apply)
  - I am an ordained clergy person in the \_\_\_\_\_ Church, and have completed theological studies leading to the degree of Bachelor of Divinity, or Master of Divinity, or \_\_\_\_\_ (other).
  
  - I am a mental health provider in the State of \_\_\_\_\_, as well, I am licensed as a \_\_\_\_\_, my license number is \_\_\_\_\_ and expires \_\_\_\_\_.
  
  - I am a licensed psychologist with experience in assessment as well as interpretation of psychological tests, or although not licensed as a psychologist, I have experience in the administration, scoring and interpretation of personality tests and my jurisdiction permits me to engage in such practices.
  
  - I have submitted my credentials to the General Board of Higher Education and Ministry/Division of Ordained Ministry (the DOM) for certification as a Ministerial Assessment Specialist.

**AGREEMENT**

**NOW, THEREFORE, it is mutually agreed as follows:**

1. Agreement to purchase services

The CONFERENCE agrees to purchase services from the M.A.S. for a period of one year, commencing upon the date of the execution of this AGREEMENT by all parties thereto. Upon the expiration of the initial term, this AGREEMENT shall be deemed extended for successive one-year periods unless terminated in accord with the terms of this agreement.

**2. Obligations of the CONFERENCE.**

- a. With regard to the procedure associated with the Assessment process, the CONFERENCE will proceed in one of the two following options. (Put a check mark before option that is to be used.)**

**1) Online Candidacy Application System (OCAS) (for candidates entering process AFTER 09/11/2009: Following approval of a candidate by the district superintendent and completion online of the requisite forms (Release of Information, Personal Data Inventory (PDI), and Personal and Professional Reference List (PPRL), the CONFERENCE ( through the candidacy mentor or designated person) will receive the assessment battery materials from the Division of Ordained Ministry (DOM) in Nashville via completion of the online form 112 , Request for Psychological Assessment Packet. The CANDIDACY MENTOR or designated person will proctor administration of the tests following a protocol in which he/she has been instructed. The proctor will return the materials to the DOM for scoring. The DOM will forward the test packet to the M.A.S. designated by the CONFERENCE, who, if he/she is not a psychologist, will ensure that all test interpretation is undertaken by a psychologist. A list of persons requiring interviews and a report from the M.A.S. will be sent to the M.A.S., or,**

**2) The CONFERENCE will send to the M.A.S. a list of persons requiring testing, an interview and a report. The CONFERENCE in an Appendix to this AGREEMENT will specify the test/inventory items to be employed in the assessment of the Candidate. In this circumstance the CONFERENCE will NOT use the DOM offered test battery. The CANDIDACY mentor or other designated person will ensure that the appropriate forms are signed and will proctor administration of the tests following a protocol in which he/she has been instructed, and will return the materials to the Conference for scoring. The Conference will forward the test packet to the M.A.S. The M.A.S. who, if he/she is not a psychologist, will ensure that all test interpretation is undertaken by a psychologist. A list of persons requiring interviews and a report from the M.A.S. will be sent to the M.A.S.**

- b. The CONFERENCE will pay to the M.A.S. a fee of \$\_\_\_\_\_ for examination of each Candidate based upon timely submission of invoices for services. This fee will include any expenses if the MAS uses a psychologist. Invoices will be submitted to the chairperson of the Board of Ministry Committee on Psychological Assessment for preliminary approval and thence to the Conference Treasurer.**

- c. **The CONFERENCE will pay reasonable expenses for the M.A.S. to attend a quadrennial training event sponsored by the DOM, if such an event is scheduled during the term of this AGREEMENT. (*Expenses shall be subject to policies of the Annual Conference relating to travel expenses.*)**
  - d. **The CONFERENCE will pay reasonable expenses for the M.A.S. to attend such meetings of the BOM as may be required.**
- 3. Obligations of the M.A.S.**
- a. **The M.A.S. is licensed as a \_\_\_\_\_ in The State of \_\_\_\_\_, and will at all times, conduct himself/herself according to the legal and ethical standards set forth by State and Federal regulatory bodies, the standards of professional bodies of which the M.A.S. is a member, as well as the applicable provisions of State law.**
  - b. **The M.A.S. agrees at all times to practice only within the bounds of his/her competence, and to see Candidates only after an Acknowledgment of the Process and a Release of Information has been executed.**
  - c. **The M.A.S. will maintain an accurate and complete clinical record on each Candidate seen for the period of time required in the jurisdiction in which services are delivered (regardless of whether the Candidate is understood to be patient or not) The clinical record is the property of the M.A.S.**
  - d. **The M.A.S. will submit a report within thirty (30) days of seeing the Candidate to the Chairperson of the Psychological Assessment Committee of the Annual Conference Board of Ministry (BOM.). It is understood that the BOM and not the Candidate is the client of the M.A.S. and that any and all reports generated as a result of the examination remain the property of the BOM, to be maintained and disposed of in accordance with the policies on record retention of the CONFERENCE.**
  - e. **The M.A.S. at all times will act as an independent contractor and will not act or hold himself to third parties as an employee or agent of the CONFERENCE in the provision of services under this AGREEMENT.**
  - f. **In providing services pursuant to this AGREEMENT, the M.A.S. agrees not to discriminate on the basis of race, color, sex, age, religion, national origin, or handicap, because the CONFERENCE desires to be open and inclusive in all its relationships with Candidates, despite any immunity which may otherwise exist for claims against the CONFERENCE.**

- g. The M.A.S. agrees to attend \_\_\_ meetings of the Board of Ordained Ministry or other CONFERENCE entity as may be required, for which compensation will be negotiated.
4. **Termination for cause:**  
The M.A.S. relationship with the CONFERENCE may be terminated immediately and without notice, upon conviction of a felony, arrest for a crime of moral turpitude, conviction on any sexually related offense, or complaint of sexually inappropriate behavior, or validation of any complaint arising from the evaluation of a Candidate.
5. **Termination without cause:**  
The relationship may be terminated without cause at any time upon thirty (30) days prior written notice to the other party.
6. **Ownership of records, materials and reports:**  
The Conference shall be deemed the owner of all records, forms, tests, materials sent to the M.A.S. As set forth above, the conference will be the owner and the sole entity who has the right to review any reports, evaluations, interpretations or other materials contracted for from the M.A.S. The M.A.S is the owner of the clinical records.
7. **Privacy and Security:**  
Records, materials and reports are confidential and not to be made available to any person or organization except as set forth above or with the written permission of the Conference. Records, materials and reports shall be protected from unauthorized access and guarded carefully against accidental damage and destruction.
8. **Severability:**  
If any part of this AGREEMENT should be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this AGREEMENT notwithstanding the part or parts found void or unenforceable
7. **Governing law:**  
The laws of the State of \_\_\_\_\_ shall govern the interpretation and/or legal effect hereunder and the courts within the State of \_\_\_\_\_ shall have jurisdiction over any dispute (including arbitration) arising out of or under the terms of this AGREEMENT.
9. **Counterparts:**  
This AGREEMENT may be executed by the parties in one or more counterparts which shall in the aggregate be signed by all the parties and each counterpart shall be deemed an original instruments as against any party who has signed it.
10. **Complete agreement:**

**This AGREEMENT constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this AGREEMENT which is not contained herein shall be valid or binding.**

**IN WITNESS THEREOF, this AGREEMENT has been executed by the parties as of the day and year below written.**

**By:** \_\_\_\_\_  
\_\_\_\_\_ **Annual Conference**                      **Date**

\_\_\_\_\_  
**Ministerial Assessment Specialist**                      **Date**