

**D&S DIVERSIFIED TECHNOLOGIES LLP dba HEADMASTER LLP**  
**PO BOX 6609 HELENA MT 59604**  
**TELEPHONE: 800-393-8664 FAX: 406-442-3357**  
**EMAIL: [hdmaster@hdmaster.com](mailto:hdmaster@hdmaster.com)**  
**WEB SITE: [www.hdmaster.com](http://www.hdmaster.com)**

**TA AGREEMENT**

This agreement must be accompany by FORM 1500ND TA

**PARTIES**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by and between  
Applicant \_\_\_\_\_ SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Home phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Of Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Hereinafter referred to as the TA (Test Administrator) and HEADMASTER (a partnership fully owned and operated by Paul Dorrance and Ben Schmitt employer ID# 81-0433262) for the purpose of administering HEADMASTER Nurse Aide Written/Oral and/or Skill Tests at sites to be specified by HEADMASTER.

**Obligation:** The TA will be paid twenty-three dollars (\$23.00), which includes two dollars for consumable supplies, for each Skill Test satisfactorily administered, and three dollars and fifty cents (\$3.50) for each Written Test satisfactorily administered. HEADMASTER will further compensate the TA five dollars and fifty cents (\$5.50) for each Manual Skill Test administered that may be used to pay Actors hired by the TA. Payment will be made to the TA within 30 days of receipt of ALL testing materials, including proper completion of the Nurse Aide Examiner's Report, (**FORM 1250**) at PO BOX 6609, HELENA MT 59604.

**Independent Contractor:** It is understood that the TA is an independent contractor and, because the TA 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 TA for any federal, state or municipal taxes or any insurance or retirement program. The TA 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 TA acknowledges that as an independent contractor there is NO eligibility for workers' compensation claims under the terms of this agreement. The TA also agrees to and expects, unannounced periodic review of their performance during Test Evaluation, by either HEADMASTER or the NDDH, for the purpose of improving the consistency of CNA testing in North Dakota.

**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 of 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 assumes no liability for test Candidates, test subjects, Actors or Test Administrators and any and all claims resulting from negligence or any other act or action will be borne by the independently contracted Test Administrator.

**TA SIGNATURE**

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

Tester Signature \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_