

Sample of possible Actor Agreement Test Observers/Facilities may want to use

PARTIES: (Please type or print)

This agreement is entered into on this _____ day of _____, 20____ by and between _____ SSN# _____-_____-_____ of

(Resident Actor)

(Address) (City) (State) (Zip) (Phone)

hereinafter referred to as the Actor and _____ SSN# _____ - _____ - _____ of

(Test Observer)

(Address) (City) (State) (Zip) (Home Phone) (Work Phone)

hereinafter referred to as the TEST OBSERVER for the purpose of providing SDHCA authorized tests to NA candidates throughout South Dakota using SDHCA approved methods and procedures.

Obligations:

The TEST OBSERVER will certify the ACTOR as a HEADMASTER/SDHCA certified ACTOR, utilizing SDHCA approved instructional materials, before involving any ACTOR in any testing scenario or providing any compensation to the ACTOR. The ACTOR will read, sign and abide by the Confidentiality/Nondisclosure agreement (Form 1511SD) hereby made a part and parcel to this agreement. The ACTOR agrees to abstain from acting for "nurse aide" examinations being administered to personal friends and/or relatives. The TEST OBSERVER will have the ACTOR properly complete all legal forms and forward any applicable forms to HEADMASTER.

Services Rendered:

The ACTOR may be a volunteer, employee and/or resident of a WEBETEST® approved test site or will be paid by the facility _____ dollars for each nurse aide candidate for whom the TEST OBSERVER utilizes the ACTOR during the administration of the manual skill exam.

Part Time Temporary Employment Status:

It is understood that the ACTOR will be a volunteer or will have a part-time temporary employment status and, because the ACTOR has part-time temporary employment status, under the terms of this agreement, there will not be any deductions from any compensation paid for health insurance or any retirement program. The ACTOR will not be eligible for overtime pay, mileage compensation, or paid time for traveling to a work site or any other compensation except piecework payment for ACTING as a patient for each manual skills test. The ACTOR 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 ACTOR understands that, as part-time temporary employee, there may be withholding from any compensation paid as required by Federal and South Dakota statutes including, but not limited to, State and Federal withholding, FICA, Medicare, 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 contained herein.

Liability:

When administering skill tests, no facility residents are to be used as test subjects (Actors) unless they are covered by the approved WEBETEST® facility liability policy. HEADMASTER, LLP or SDHCA assume no liability for test candidates, test subjects, TEST OBSERVERS or ACTORS and any and all claims resulting from negligence or any other act or action will be borne by the negligent party.

ACTOR'S Signature _____ Date: ____/____/____.
Certifying TEST OBSERVER: _____ SSN# _____-_____-_____ Date: ____/____/____.