

SOUTH DAKOTA CONFIDENTIALITY/NONDISCLOSURE AGREEMENT

South Dakota Health Care Association
804 N. Western Avenue --Sioux Falls, SD 57104
Phone# 605-339-2071

luannseverson@sdhca.org

Testing Services Provided by: HEADMASTER, LLP

All application materials MUST be sent to SDHCA-Attn: LuAnn Severson

CONFIDENTIALITY/NONDISCLOSURE AGREEMENT 1501SD

Must be accompanied by form 1500SD (TO Application) or form 1515SD (Actor Agreement)

I acknowledge the confidential nature of the nursing assistant competency examination. This includes the materials, processes, procedures and content of both the Knowledge and Manual Skills portions of the examination. I agree to safeguard the confidentiality of all information about the South Dakota nursing assistant competency examination. I will not disclose any portion of the examination materials and I will not disclose the processes or procedures necessary to administer or pass the examination.

If I am an RN Test Observer/Proctor, I will not administer tests to nursing assistant candidates who are family or close personal friends.

If I am a Knowledge Test Proctor or an Actor, I will not be involved in the testing of nursing assistant candidates who are family or close personal friends. Also, I understand, as an Actor or Knowledge Test Proctor, I will not be able to apply to take the South Dakota nursing assistant examination for six months from the date that I last worked as an Actor or Knowledge Test Proctor helping to testing nursing assistant candidates in South Dakota.

This agreement extends to and includes, but is not limited to, allowing any unauthorized person to hear, view, videotape, or otherwise gain any knowledge about the exam or the exam processes and procedures before, during, or after the administration of an exam.

I recognize that disclosing or revealing or allowing this information to be disclosed or revealed constitutes a violation of this agreement and could place my nursing license at risk and/or be subject to prosecution to the full extent of the law and/or incur a \$100,000 breach of confidentiality fine. I agree to report any known or suspected breach in security relative to the nursing assistant competency examination in South Dakota by immediately calling the HEADMASTER home office at (800) 393-8664 or be considered as a party to the breach and treated as if I made the breach myself.

RN Test Observer/Proctor Name (Print Clearly or Type)

RN Test Observer/Proctor Address, City and Zip

(____) _____
Phone #

Actor Name (Print Clearly or Type)

Actor Address, City, State, Zip

(____) _____
Phone #

Knowledge Test Proctor name (Print Clearly or Type)

Knowledge Test Proctor Address, City, State, Zip

(____) _____
Phone #

RN Test Observer/Proctor Signature

Actor Signature

Knowledge Test Proctor Signature

DATE: _____

SOUTH DAKOTA ACTOR AGREEMENT

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Actor Agreement Form 1515

Must be accompanied by form 1501SD (Confidentiality/Nondisclosure)

PARTIES: (Please type or print)

This agreement is entered into on this _____ day of _____, 20____ by and
between _____ of
(Resident Actor)

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

hereinafter referred to as the Actor and _____ 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 CNA 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 1501SD) 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. No monetary compensation will be provided by HEADMASTER or SDHCA.

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 piecemeal 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: _____ Date: ____/____/____