

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 or fax 605-339-1354

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 a Certified Test Observer/Proctor, I will not administer tests to nursing assistant candidates who are family or close personal friends.

Actor may be a volunteer, employee and/or resident of a WEBETEST© approved test site. Actors must be comfortable acting as a health care resident. If the Actor has any hesitance in participating in the simulation of one of the Manual Skills, they should not apply to become an Actor.

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.

To be completed by applicants serving as the CNA Test Observer and Resident Actor:

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

Certified Test Observer/Proctor Address, City and Zip

(_____) _____
Phone #

Resident Actor Name (Print Clearly or Type)

Resident Actor Address, City, State, Zip

(_____) _____
Phone #

Knowledge Test Proctor name (Print Clearly or Type – *can be the same as Certified Test Observer*)

Knowledge Test Proctor Address, City, State, Zip

(_____) _____
Phone #

Certified Test Observer/Proctor Signature

Resident Actor Signature

Knowledge Test Proctor Signature

DATE: _____

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Resident 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 Resident Actor and _____ of
(CNA Test Observer)

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

hereinafter referred to as the Certified Test Observer for the purpose of providing SDHCA authorized tests to CNA candidates throughout South Dakota using SDHCA approved methods and procedures.

Obligations:

The Certified Test Observer will certify the Resident Actor as a HEADMASTER/SDHCA certified Resident Actor, utilizing SDHCA approved instructional materials, before involving any Resident Actor in any testing scenario or providing any compensation to the Resident Actor. The Resident Actor will read, sign and abide by the Confidentiality/Nondisclosure agreement (Form 1501SD) hereby made a part and parcel to this agreement. The Resident Actor agrees to abstain from acting for "nurse aide" examinations being administered to personal friends and/or relatives. The Certified Test Observer will have the Resident Actor properly complete all legal forms and forward any applicable forms to HEADMASTER.

Services Rendered:

The Resident 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 Certified Test Observer utilizes the Resident 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 Resident Actor will be a volunteer or will have a part-time temporary employment status and, because the Resident 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 Resident 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 Resident 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 Resident 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 manual skill tests, no organization's residents are to be used as test subjects (Resident Actors) unless they are covered by the approved WEBETEST® organization liability policy. HEADMASTER, LLP or SDHCA assume no liability for test candidates, test subjects, Certified Test Observers or Resident Actors and any and all claims resulting from negligence or any other act or action will be borne by the negligent party.

Resident ACTOR'S Signature _____ Date: ____/____/____

CNA TEST OBSERVER Signature: _____ Date: ____/____/____