

# Sample ---- Observer/ACTOR/Written Test Proctor (WTP) AGREEMENT --- Sample

*This Agreement MUST be accompanied by Form 1501 TN printed on the reverse side*

## PLEASE TYPE OR PRINT:

**Parties:** This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between

Name: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

of Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

hereinafter referred to as the ACTOR - WTP and

Name: \_\_\_\_\_ SS#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

of Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

hereinafter referred to as the OBSERVER (TO) for the purpose of providing Tennessee Health Department (TDH) authorized tests to CNA Candidates throughout Tennessee using TDH approved methods and procedures.

**Obligations:** The OBSERVER will certify the ACTOR/WTP as a D&S DIVERSIFIED TECHNOLOGIES certified ACTOR/WTP, utilizing TDH approved instructional materials, before involving any ACTOR/WTP in any testing scenario or providing any compensation to the ACTOR/WTP. The ACTOR/WTP will read, sign and abide by the Confidentiality/Nondisclosure agreement (**Form 1501 TN**) hereby made a part and parcel to this agreement. The ACTOR/WTP agrees to abstain from acting or proctoring written tests for Nurse Aide examinations being administered to personal friends and/or relatives. The OBSERVER will have the ACTOR/WTP properly complete all legal forms and forward any applicable forms to D&S DIVERSIFIED TECHNOLOGIES. (Possibly W-4, I-9, certainly this agreement or a copy, Nondisclosure agreement etc.)

**Services Rendered:** The ACTOR/WTP will be paid at least five dollars and fifty cents (\$5.50) for each CNA Candidate for which the OBSERVER utilizes the ACTOR/WTP during the administration of the Tests, typically less than thirty minutes of time per Candidate. The OBSERVER will make piecework payment for ACTOR/WTP services rendered directly to the ACTOR/WTP within 30 days of service. The ACTOR/WTP may choose to volunteer for no compensation.

**Part-Time Temporary Employment Status:** It is understood that the ACTOR/WTP will have a part-time temporary employment status and, because the ACTOR/WTP 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/WTP 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 Skill Test or for Proctoring written tests. The ACTOR/WTP 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/WTP understands that, as part time temporary employee, there may be withholding from any compensation paid as required by Federal and Tennessee statutes including, but not limited to, State and Federal withholding, FICA, Medicare, Workers Compensation 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 related to testing CNA candidates in Tennessee.

**Liability:** When administering skills tests, no facility residents are to be used as test subjects or ACTOR/WTPs. D&S DIVERSIFIED TECHNOLOGIES assumes no liability for test Candidates, test subjects, Observers or ACTOR/WTPs and any and all claims resulting from negligence or any other act or action will be borne by the negligent party.

ACTOR/WTP Signature: \_\_\_\_\_ SS#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

TO Signature: \_\_\_\_\_ SS#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**D&S DIVERSIFIED TECHNOLOGIES use ONLY:** ACTOR/WTP ID # assigned: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ on  
\_\_\_\_/\_\_\_\_/\_\_\_\_ by \_\_\_\_\_