

D&S DIVERSIFIED TECHNOLOGIES LLP dba HEADMASTER LLP
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ACTOR AGREEMENT

This agreement is entered into on this _____ day of _____, 20____ by and between: _____			
Phone: (____) _____ - _____	of Address: _____	City: _____	State: _____ Zip: _____
Hereinafter referred to as the ACTOR and: _____		Home Phone: (____) _____ - _____	
Of Address: _____	City: _____	State: _____	Zip: _____

Hereinafter referred to as the Tester for the purpose of providing North Dakota Department of Health (NDDH) authorized tests to CNA Candidates throughout North Dakota using NDDH approved methods and procedures.

Obligations: The Tester will certify the Actor as a HEADMASTER certified Actor, utilizing NDDH 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 1511ND**) 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 TA will have the Actor properly complete all legal forms and forward any applicable forms to HEADMASTER. (Possibly W-4, I-9, certainly this agreement or a copy, Nondisclosure agreement etc.)

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

Part-Time Temporary Employment Status: It is understood that the Actor 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 Skill 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 North 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: This agreement may be terminated by either party 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 North Dakota.

Liability: When administering skills tests, no facility residents are to be used as test subjects or Actors. HEADMASTER assumes no liability for test Candidates, test subjects, Testers or Actors and any and all claims resulting from negligence or any other act or action will be borne by the negligent party.

SIGNATURES

Actor Signature: _____	SS#: _____ - _____ - _____	Date: ____/____/____
Tester Signature: _____	SS#: _____ - _____ - _____	Date: ____/____/____