

DENTAL TEMPORARIES
P.O. BOX 474
WHITMAN, MA 02382
(781) 447-1818 • 1-800-441-1014
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EMPLOYEE AGREEMENT

This agreement entered into by and between **Dental Temporaries**, hereinafter called the Employer, and _____ hereinafter called the employee, on this _____ day of _____, 20____ shall be considered a contract of employment between the above parties.

The parties hereby agree that the Employee seeking temporary placement as a dental hygienist, dental assistant or dental receptionist and the Employer is able to provide such placement to the best of the Employer's ability subject to various times and locations not necessarily under the employee's control, both parties agree as follows:

1. The Employee shall perform the professional services for dental clients of the Employer, which shall take place at the clients facility. Payment to the Employee by the employer shall be prearranged with the clients and the clients are solely responsible for the payments as agreed upon with the Employer. Remunerations shall be made on a weekly basis by the Employer to the Employee.
2. Employer shall withhold all deductions from Employee's earnings in accordance with Federal, State and any other tax regulation. The Employee will contribute to FICA and Medicare tax for the Employee, as well as worker's compensation.
3. No Employee shall accept employment from any client of the Employer for a period of one year from time of last placement in client's facility without the proper trial period and placement fee as said by the Employer. A violation of the contract allows Employer to seek legal relief from Employee.
4. Any information given to the Employee in reference to the Employer for purposes of providing temporary services to the Employer's clients is confidential. Also, any information given to the Employer pertaining to the Employment within their profession will also be held confidential. Any breach of confidentiality allows Employer to seek legal relief from Employee and including no further placements of Employee.
5. Employer and Employee understand that there are no guarantees in number of assignments or hours worked each week. Temporary work is variable and there are no specific days, hours, or areas available on a regular basis. Employee is not obligated to accept any or all assignments from the Employer. The duration of employment is unspecified and can be terminated by either Employer or Employee. Commitment to temporary assignments must be satisfied for two weeks by Employee if all ready confirmed with clients.
6. Employee is solely responsible for all professional services provided to the client, and Employer is not liable for any claim made against the Employer or client or patient.
7. Employer and Employee agree that any claim against one another regarding their employment relationship shall be handled only by final and binding arbitration to remedy any and all claims. Any costs for arbitration shall be shared equally, although each party will be responsible for their attorney's fees and costs. All claims must be made within one hundred and eighty (180) days from the occurrence of the claim. Otherwise, no claim shall be made.
8. After reading this contract, both the Employer and the Employee understand the agreement. The parties are signing it willingly and voluntarily, and agree to be bound to the agreement in its entirety. The employment relationship is understood and any changes with respect to the contract shall be made in writing signed by both Employer and Employee.
9. Employee is never subject to registration fee. Employee is responsible for making known to employer of any status change personally or professionally with reference to wages and taxes.

This agreement is read and understood this _____ day of _____, 20____.

Diane M Malouin

Diane Malouin, Dental Temporaries

Employee (Copy received)