



Applicant Contract *Motivated Dental Professionals*

Please read employment referral contract paragraphs 1-6 below, then sign and return to MDP. Thank you.

I _____ (name) have completed an application with MDP to act as my referral agency as of _____ (date). I hereby agree to the following conditions.

1. I understand that I am free to seek employment independently. However, **for any referrals MDP has made on my behalf, I must always work through MDP.** I will not contact, or offer any of my services, or refer friends working in the dental field to any of the offices MDP has referred me to. Should the dental office MDP referred me to offer me more days of work, MDP must be notified within 24 hours. Once MDPstaffing has referred me to a dental office, I will not allow that dental office to offer me work independently or go through a different agency other than MDP. I understand if I breach this contract, I am responsible for all current MDP referral fees that would have normally applied to the dental office. Breach of contract is a civil action resulting in legal action. This applies to accepting Temporary and/or Direct Hire work in any capacity or position with an office MDP referred me to. It is my responsibility to immediately contact MDP upon my job offer acceptance whether temporary and/or direct hire.

2. I am contracted with MDP, even if they refer me to a dental office that has listed the position on an online job posting site. I am fully aware that bypassing MDP and applying online with a dental office MDP referred me to is a breach of contract terms, and it is my responsibility to keep a record of all my MDP dental office referrals. Some online job posting purposely omit the name of the dental practice or dentist who is looking for staff. If I apply for a position online that turns out to be an office or dentist that MDP has previously referred me to, it is my responsibility to notify the dental office that MDPstaffing is my agent who referred me for a prior assignment in their practice. This policy also applies for dentists who own a practice and use associate or other names. If I have temped through MDP in that office within the past two years from my last day in that office, I must go through MDP to apply.

3. I understand that MDP has contracted with employers to whom I may be referred for specific fees set by MDP. While on an MDP contracted assignment, I will not engage in conversation about the monetary agreement the dental office has with MDP. Should the dentist or staff bring up related money issues, I am to direct them to contact Deborah, the owner of MDP. I will not engage in agency contract deviation or disloyalty. Any such acts are terms for my termination of services.

Should termination occur by either MDP or by me, this contract with MDP is still valid, and I cannot act independently with any dental office MDP has referred me to. All conditions in this contract are valid for two years starting with my last date of assignment for each referred dental office by MDP, whether or not I am currently being referred through MDP. This applies for all job titles and all dental positions and licenses I hold.

4. I agree that I am neither an employee of MDP nor an independent contractor. While on assignment, I will be the employee of the dentist that I am assigned to. The employer (dentist) is under contract with MDP and is responsible for paying me directly. MDP's contract with the dental office requires them to pay me for my hours completed at end of the day on a temporary assignment or to mail my check within 5 days from last day worked. However, it is my responsibility to leave a completed MDP courtesy timecard and a completed W-4 form with the office before I leave. The dental office must comply with all California Labor Laws, California State and Federal Laws, and COVID-19 safety protocols. The dental office and I share responsibility for proper withholding of taxes.

5. I agree to indemnify and hold MDP harmless from any claims arising out of any personal injuries, property damages, negligence, intentional or caused by any referred employer, or which occur on the premises of the employment assignment, or which occur pursuant to the employment assignment. I will not submit any unemployment papers naming MDP as my employer as I am not an employee of MDP. The dentists are my employers. It is my responsibility to keep track of what offices I have worked in and keep records of my payroll from each employer. MDP does not guarantee frequency, availability, or longevity of assignments, whether temporary or direct hire.

6. I will comply fully with each dental office's COVID-19 PPE and other protocols. Patient standard of care is my priority. I will represent MDP and myself in the best light possible. If a problem should arise while on assignment, I will call and notify MDP as soon as possible. I will notify MDP immediately should an emergency arise, and I am not able to keep an assignment. If I am sick, I will not wait until the last minute or night before to call MDP. I will call MDP immediately upon getting sick so they can make other arrangements for the office. I understand MDP's reputation is outstanding in the community because they work with only the best skilled and professional applicants. If they have reason to think my standards of conduct and professionalism are not on par with their expectations, MDP has the right to refuse work to me. I will not share my phone numbers or names of people I know looking for work with anyone MDP has put me in contact with. Instead, I will have them contact MDP to register as I did. I will not breach this contract.

7. Upon acceptance of an assignment through MDP, I will call and confirm my assignment with the dental office within 24 hours. It is my responsibility to get directions and review hours I am to work. Also, I will make sure prior to my arrival that the office has the necessary safety equipment for my use. As a courtesy, I will arrive 15 minutes early to each assignment. It is my responsibility to go over OSHA protocol for each office MDP refers me to. I will not have my cell phone on or make calls during working hours. I will be as helpful as I can and, if an office is slow, I will stay busy and be of help to others in the office. I will supply MDP with any renewal licenses as soon as possible. I will bring the originals or digital copies of my current RDA/RDH/DDS license, driver's license, social security card, and liability insurance proof with me to all my assignments. I will notify MDP of any address or last name change within 5 days.

MDP thanks you for registering with our agency. We look forward to working with you. For more information, please contact Deborah at (415) 339-0575.

Name of Applicant _____ License Number _____ Expiration Date _____

Signature of Applicant _____ Title _____ Date _____