

Provisional Team Member™ (PTM) AGREEMENT

Peak Performers is in the business of providing management and personnel solutions exclusively for dentistry. In order to best serve you, it is important that we have a mutually beneficial relationship. For that reason, we have designed an agreement that outlines what you can expect from Peak Performers and what we expect from you. Using our service constitutes acceptance of this Agreement.

Services of Peak Performers Inc.

- A. To provide temporary employment services or represent you in your employment search. We will also function with the utmost honesty and integrity as your employment consultant.
- B. To fill your employment needs with available opportunities, based on your specific personal and professional needs.
- C. To remain the employer of record for all temporary and contract assignments you accept with Peak.
- D. To cover you with the required workers compensation, unemployment and pay appropriate payroll taxes.
- E. To orient you to each practice. To familiarize you with the practice, the work requirements and surroundings.
- F. To provide support in a situation that you find uncomfortable. Please call Peak immediately concerning such situations.

Never Compromise Your Personal or Professional Integrity

Responsibilities as a PTM

- A. As a courtesy to the practice, arrive 15 min. before the first patient is scheduled. Please take breaks/lunch only when scheduled. Report to the doctor or supervisor at time of arrival, throughout the day and as necessary before leaving.
- B. Present and conduct yourself in a professional manner. Treat all patients and clients with respect. Help maintain a safe workplace by following the protocol of the office, as well as all OSHA and HIPAA guidelines.
- C. PTM's shall pay for any parking costs and submit a receipt for reimbursement along with the time slip.
- D. Submit your completed time slip (including client signature) **TIMELY**. Failure to do so delays billing and prohibits us from paying you timely.
- E. Only accept those assignments you can truly **COMMIT** to. When you say "yes" to an assignment, you are making a personal commitment to Peak, our clients, their staff and patients. Please honor every assignment you accept. (Assignment cancellations jeopardize bonuses and pay increases while costing Peak anywhere from \$50-\$300 per cancellation).
- F. Peak compensates our clients for assignment failures. A failed assignment would be defined as not calling Peak or not providing documentation for a cancellation. We reserve the right to pay a PTM who **FAILS** an assignment **minimum wage** for any/all unpaid assignments.
- G. If you are accepted for employment, you will be working for Peak on our payroll at our client's premises. You agree to immediately notify Peak regarding any offer of employment that you receive from any Peak client. If you receive any verbal offer of employment, you also agree to request a written offer and to present that offer to Peak. Your signature acknowledges your understanding that you will not refer candidates for employment to our customers directly, and that you qualify for a referral bonus by referring qualified candidates to us that are placed.
- H. You acknowledge your understanding that if you accept employment from a Peak customer to which you were assigned by Peak within one year of your last day of employment with Peak, the customer becomes liable for the payment of a fee to Peak. By your signature below, you specifically agree to guarantee the payment of that fee and be jointly responsible for the customer's obligation to Peak.

I have read and acknowledge the policies and requirements of the work for which I am applying. I have received the orientation material and agree to abide by the harassment guidelines established by Peak. I agree that I will assume financial responsibility for and guarantee the contractual obligation to Peak of any customer that offers employment to me. I understand that due to the nature of this business, work assignments will vary and that it may involve traveling within a radius of 50 miles from my home. I agree to immediately notify Peak at the conclusion of each assignment. If I fail to give such notice, you may assume that I am not available for reassignment, and am not ready, willing and able to work. I understand that any information I learn while working for Peak is to be kept confidential. I hereby acknowledge that my employment is "at will" that I may resign at any time and the company may terminate my employment at any time, with or without cause. I also understand that termination of my employment does not relieve me from any part of this agreement. I agree that Peak Performers reserves the right to make changes to the requirements for work with or without notice.

PTM Signature

_____ Date

_____ Peak Performers Representative