



## Employment Agency Agreement with Employer

This agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

Between:

**Stream Dental Staffing Solutions**

PO Box 80101 Beacon Hill

Calgary AB, T3R 0B2

[info@streamdental.ca](mailto:info@streamdental.ca)

403-455-3513

587-438-8367

("Stream Dental Staffing Solutions")

AND

Employer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, Province, Postal Code: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
("Employer")

Witnesses That:

Whereas the Government of Alberta has legislated that all employment agencies must be licences and employment agencies must have a signed agreement with the employer that sets out the respective responsibilities of the parties to the agreement;

And Whereas the Alberta Employment Agency Business Licencing Regulation requires the statement respecting prohibited fees presented in Schedule 1 to be contained in the agreement.

And Whereas Employer wishes to contract with Stream Dental Staffing Solutions for the provisioning of employment services such as providing the names of potential candidates to be employed as by Employer as Registered Dental Hygienists, Registered Dental Assistants, Dental Sterilization Technicians or Dental Administrators.

And Whereas Stream Dental Staffing Solutions is licenced to engage in the employment agency business and is willing to assist employers with finding employees.

The parties agree to the following terms:

- 1) Nothing contained in this agreement shall be regarded or construed when creating an employer/employee relationship between the individual employed by the Employer, dental practice or dentist presenting the opportunity as the employer and Stream Dental Staffing Solutions.
- 2) The Employer is solely responsible for the compensation and benefits owed to the individual being employed by the employer directly to the individual employed by the employer.
- 3) The Employer agrees to pay Stream Dental Staffing Solutions for their fees outlined in schedule 2 (attached). Stream Dental Staffing Solutions will invoice for services rendered on the 15<sup>th</sup> and last business day of each calendar month. Payment is due within 15 days of receipt of this invoice. In the event payment is not received within 30 days after being invoiced, Employer agrees to pay interest to Stream Dental Staffing Solutions calculated at the rate of 2% per month on the outstanding balance due.
- 4) The Employer understands that Stream Dental Staffing Solutions can change the terms and conditions contained in Schedule 2 by giving the Employer 60 days written notice.
- 5) Stream Dental Staffing Solutions does not accept liability for any equipment in the dental clinic. Stream Dental Staffing Solutions also does not accept any liability for any actions or omissions of the Employer or the individual employed by the Employer.
- 6) Employer agrees to inform Stream Dental Staffing Solutions and pays a fee to Stream Dental Staffing Solutions for any additional, temporary, maternity leave, sick-leave, or permanent employee opportunities accepted by the individual employed by the Employer within a period of one year sequent to the original placement accepted with the Employer. Employer also is in agreement that they will immediately inform Stream Dental Staffing Solutions and pay Stream Dental Staffing Solutions a fee temporary, maternity leave, sick-leave, or permanent employee opportunities accepted by the individual.
- 7) This Agreement may be executed by any number of counterparts (Including counterparts transmitted by email or facsimile), which shall be deemed to be an original, but all of which taken together shall be deemed to constitute one and the same instrument.

Executed by duly authorized representation of both parties as of the day and year written above as follows:

Stream Dental Staffing Solutions

Employer

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Savannah Koran, Partner



### **Schedule 1- Fee Prohibition**

Section 12 of the Employment Agency Business Licencing Regulation prohibits an employment agency business operator from directly or indirectly demanding or collecting a fee, reward or other compensation

- a) From an individual who is seeking employment or from another person on that individual's behalf
- b) From an individual who is seeking information respecting employers seeking employees or from another person on that individual's behalf.
- c) From an individual for securing or attempting to secure employment for the individual or providing the individual with information respecting any employer seeking employees or from another person on that individual's behalf
- d) From an individual for evaluating or testing the individual, or arranging for the individual who has been evaluated or tested, for skills or knowledge required for employment, where the individual or employment is in Alberta, or from another person on that individual's behalf.



## Schedule 2 Fees- Effective as of May 01, 2015

### **Temporary Placement Fee for R.D.A, R.D.H, Sterilization Technicians and Administrators= N x T**

Where: N= the number of working days the particular person is employed.

T= 45.00 + 5% G.S.T= \$47.25

### **Temporary Placement Fee for D.D.S and D.M.D= N x T**

Where N= the number of working days the particular doctor is employed.

T= 75.00 + 5% G.S.T= \$78.75

### **Full and Part-Time Permanent Placement is Based on 3% of the Annual Salary Up To:**

Dental Hygienists \$675.00 Maximum

Dental Receptionists \$675.00 Maximum

Dental Assistants \$675.00 Maximum

Dentists \$975.00 Maximum

*Please note, there is a minimum placement fee of \$450.00*

(Temporary rates will apply should the auxiliary no longer be employed by the practice and Stream Dental Staffing Solutions is unable to find another suitable candidate).

Please be advised that if any dental auxiliary provided by Stream Dental Staffing Solutions is requested within six months of the completion of that auxiliary's assignment, Stream Dental Staffing Solutions reserves the right to charge a placement fee. Representatives of Stream Dental Staffing Solutions are required to report additional assignments to Stream Dental Staffing Solutions. Stream Dental Staffing Solutions accepts no liability regarding staff placement.

### **Other Terms:**

**Stream Dental Staffing Solutions requires 24 hours notice prior to cancelling a temporary placement. Insufficient notice will result in a \$47.25 cancellation fee (inclusive of G.S.T) charged to the dental clinic.**