

## EMPLOYMENT AGREEMENT

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between D & M, Inc. (D & M), (hereinafter called the Employer) and \_\_\_\_\_, (hereinafter called the Employee). The use of the masculine gender shall be interpreted to include the feminine.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

1. By signing this agreement, both the Employer and the Employee acknowledge and understand that the relationship established on the basis of this agreement is "at-will".
2. The Employee agrees to treat all information concerning persons served, their designated representatives, guardians and family members, the persons served medical history, personal care and services, and files as confidential. The Employee shall not photocopy, Xerox, or copy by hand, machine or otherwise, any information concerning persons served, their designated representatives, guardians and family members, which includes but is not limited to, addresses and telephone numbers, for any use outside the Agency, unless expressly authorized by the Employer.

Promptly upon termination of employment, all books, lists, photocopies, or other information in the possession of the Employee concerning persons served, their designated representatives, guardians and family members shall be returned to the Employer.

The Employer reserves the right to pursue any legal remedies available to the Employer for any breach or threatened breach of this agreement, including recovery of damages from the Employee.

3. The Employee agrees to abide by all rules, regulations and directions as stated by the Employer. The Employer expressly reserves the right, at its exclusive discretion, to modify rules and regulations as the Employer sees fit. The Employee agrees to abide by all such changes.
4. The Employer agrees to compensate the Employee at the rate of \_\_\_\_\_ in consideration for services rendered. A 14 day work period is established starting at 12:01 am, each Sunday.
5. The Employer agrees that compensation is for those hours worked according to the Employee's schedule. The Employee shall complete and submit a time card, or sheet, for each pay period to signify all hours worked. By completing and submitting a time card, or sheet, the Employee has acknowledged and represents to the Employer that such hours indicated on the time card, or sheet, are the hours actually worked by the Employee. The Employee has sole responsibility for his time card, or sheet.
6. The Employee agrees to payroll deductions resulting from personal telephone use exceeding the agency's limit, group insurance premiums, legal garnishments, inadvertent overpayment of wages, mileage reimbursement and similar payments, and/or any other liability incurred by the Employer on behalf of, or as the result of, the Employee's actions.
7. The Employee agrees to use his best efforts to serve the Employer. The Employee agrees, at all times, to respect the rights of persons served attending the facility.

The Employee has received and agrees to observe person served/resident rights, in general, and as stated in the D & M personnel policies, in compliance with the Office of Recipient Rights, Department of Community Health.

8. The Employee hereby consents to the publication of any photograph in a company

publication or advertising promotion, and hereby releases D & M, Inc., or its directors, officers, employees, and agents from any and all liability for the use of his picture or news story.

9. The Employee understands that if he becomes covered under the company's group medical insurance plan during his employment, and if he leaves the company, for any reason other than gross misconduct, he may continue this coverage by paying 102% of the premium costs by notifying the company, in writing, of this fact and paying the premium required, in advance, within sixty (60) days of his ceased employment.
10. The Employee understands that he has been hired, while his references are still being obtained, and realizes that he may be terminated at any time should any reference be unfavorable or disclose discrepancies from information that he submitted through his employment application and subsequent interviews. The Employee further understands that any false statements or misrepresentations, made either expressly or orally, in the course of his employment may result in immediate termination of his employment.
11. The Employee understands that the Employer invests its time, resources, and funds in training and enhancing the job skills of the Employee. If the Employee chooses to terminate his employment within a year of attending a company paid training, the cost of said training will be deducted from the Employee's last paycheck.
12. This agreement is made in a manner to comply with Federal, State and Local Employment Law. If any provision of this agreement is deemed by a court of competent jurisdiction to violate such laws, said violation was inadvertent. If a provision is found to be in violation, that provision shall be considered void and severed from this agreement, the other terms of this agreement shall remain in full force and effect.
13. This written agreement constitutes the entire agreement between the Employer and the Employee, no oral or written representation, understandings or agreements, have been made or relied upon in making this agreement other than those specifically set forth herein. No oral or implied promises were made by the Employer or agents for the Employer, to induce me to accept employment with the Employer. This agreement can be modified only by written instrument signed by the Administrative Office and the Employee, unless stated otherwise. No waiver of any provision of this agreement shall be valid unless in writing and signed by the party alleged to have waived his right under this agreement, unless stated otherwise.
14. By signing this agreement, the Employee acknowledges fully reading this agreement and knows the contents thereof, accepts this agreement as written, and signs of his/her own free will.
15. The Employee has received a copy of the D & M policies and procedures, including rules particular to his employment site, and his job description, and understands and will abide by said rules as a condition of employment.
16. The Employee consents to testing and/or examination to detect the use or presence of drugs and/or alcohol to ascertain his continued eligibility of employment.

THE EMPLOYER AND THE EMPLOYEE MUST BOTH SIGN IN ORDER THAT THIS AGREEMENT BE CONSIDERED VALID.

\_\_\_\_\_  
Employee/Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Date