

**PLACEMENT SERVICE AGREEMENT**

This Agreement is made as of the date the last party indicates below by and between Graham Placement Agency (hereinafter referred to as "GPA") and the undersigned dentist or dental professional corporation (hereinafter referred to as "Client").

GPA is in the business of referring dental hygienists and dentists licensed by the State of California (hereinafter sometimes referred to as the "Personnel" or "referred Personnel") for temporary and/or permanent employment, and Client desires to use the services of GPA, in obtaining the services of hygienists or dentists for Client's professional practice. By employing a referred Personnel, Client agrees to be bound by the terms of this Agreement.

1. Upon request of Client, GPA agrees to use its best efforts to obtain a licensed hygienist or dentist for temporary or permanent employment as required by Client.

2. GPA's current fee for referred Personnel is \$ \_\_\_\_\_ per day for each day or partial day the Personnel works for Client. This rate is subject to change upon 30 days advance notice to Client. Client agrees to pay GPA its fee for services based on GPA's rate in effect at the time of referral. GPA bills monthly. Any amounts not paid within 30 days of billing date shall accrue a finance charge of \$ \_\_\_\_\_ per month until paid.

3. Client understands and acknowledges that the referred Personnel are not employees or agents of GPA and that GPA has no responsibility for the acts or omissions of such individuals. Client, for itself, its officers, directors, agents, representatives, successors, and assigns, hereby agree to indemnify and hold GPA harmless from any and all claims, liabilities, causes of action, damages, attorneys fees, or obligations of any kind arising from the services of the Personnel.

4. For temporary employment or during the trial employment period for permanent placement, Client agrees to pay \$ \_\_\_\_\_ for hygiene services or \$ \_\_\_\_\_ for dental services per reserved hour, as well as for all time actually worked, if it exceeds the Client's initial estimate, which amount shall be paid in accordance with Client's customary payment schedule to its usual employees. Client shall promptly notify GPA of each day the referred Personnel works for Client.

5. The California Employment Development Department has ruled that dentists who use temporary or part-time hygienists or dentists in their practices must treat such Personnel as employees and not as independent contractors for all purposes. Therefore, Client is solely responsible for deducting and paying all required withholding and payroll taxes, as well as complying with all other state and federal requirements.

6. Client agrees that GPA shall be paid the compensation set forth herein for all employment or use of services by Client of any referred Personnel, whether temporary or permanent, if such employment occurs within one year of the last date Personnel works for or interviews with Client through a GPA referral. In addition, Client agrees on behalf of itself and Client's office staff that it shall not directly refer Personnel placed with Client by GPA to any other dental office or dentist for the purpose of providing services. Rather, Client agrees to either notify GPA of the name and phone number of such other Dentist or refer such interested Dentist directly to GPA. In the event Client breaches the terms of this paragraph Client accepts responsibility for any compensation due to GPA from such services.

7. Cancellation Policy: GPA reserves the right to charge a fee of \$ \_\_\_\_\_ if client cancels employment of a referred Personnel after GPA has assigned such Personnel to a position.

8. Before permanently hiring Personnel, there will be a minimum of an \_\_\_\_\_ week trial employment. During the trial employment, Client agrees to pay GPA the temporary employment fee as set forth in Paragraph 2. The trial employment schedule shall include the same number of days per week as the proposed permanent position. When Client converts the referred Personnel to a permanent basis, Client shall pay GPA compensation at the rate of \$ \_\_\_\_\_ for each day per week to be worked. Client further understands that for 6 months after referred Personnel is hired as a permanent employee, additional days to those specified as permanent shall be considered to be on a temporary basis and shall be billed by GPA as set forth in Paragraph 2. Client is aware that although the goal of GPA and Client is to secure long term employment for referred Personnel, the length of employment cannot be guaranteed.

9. If for any reason Client does not permanently retain the services of the Personnel so provided, Client shall thereupon pay the temporary placement fee as set forth above for each day an applicant worked for Client.

10. It is up to each referred Personnel to sign up for and complete C. E. courses.

11. This Agreement may not be modified except in writing signed by both parties.

12. In the event that suit is filed to enforce any term of this Agreement, the prevailing party in such suit shall be entitled to all of its reasonable attorney's fees expended.

**GRAHAM PLACEMENT AGENCY**

Date: \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_

**CLIENT**

Date: \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_