

Graham Placement Agency
290 Sears Point Road • Petaluma, California 94954
(707) 769-8887 (415) 492-1753
Fax: (707) 769-1644

**PLACEMENT AGREEMENT
TEMPORARY - PERMANENT**

This Agreement is made as of the date set forth below by and between Graham Placement Agency of 290 Sears Point Road, Petaluma, California 94954 (hereinafter sometimes referred to as "GPA") and the undersigned dental hygienist or dentist who is duly licensed under the laws of the State of California (hereinafter sometimes referred to as "Applicant").

Whereas, GPA is in the business of referring hygienists or dentists for temporary or permanent employment with dental practitioners; and
Whereas Applicant desires to use the services of GPA for the purpose of obtaining temporary or permanent employment;

THE PARTIES AGREE AS FOLLOWS:

1. GPA will use its best efforts to secure temporary or permanent employment for Applicant with a dental office or a dental practitioner, however, GPA makes no guarantee of obtaining such employment.
2. There shall be no charge to Applicant for the services of GPA in obtaining temporary or permanent employment for Applicant.
3. Applicant agrees that for a period of up to one year from the last date of referral by GPA to a particular dental office, any additional employment at such office, whether temporary or permanent, or interviewing at such office shall be deemed to be a referral by GPA. If, following the initial referral, additional employment is requested by dental office, Applicant agrees to refer dental office to GPA for scheduling of additional days.
4. If Applicant accepts a permanent position from a dentist with whom Applicant worked or interviewed through a GPA referral, Applicant shall notify GPA of such acceptance within 5 days of acceptance.
5. Applicant hereby warrants that she/he is duly licensed as a dental hygienist or dentist under the laws of the State of California and agrees to give GPA immediate notice of any change in the status of her/his qualifications of license to practice in the State of California.
6. Applicant is aware that the sole source of compensation to GPA is from fees charged to a referred dentist or dental office. Therefore, in the event that any dentist, or their staff members, with whom Applicant is placed by GPA refers Applicant to another dentist for the purposes of rendering professional services, Applicant shall immediately notify GPA of such referral and shall provide the name and telephone number of the dentist being referred to.
7. Applicant agrees to indemnify and hold Graham Placement Agency harmless against any and all claims made against Applicant resulting from her/his presence in the referred dental office or from services performed in the referred employment.
8. This Agreement shall remain in effect until terminated in writing by either party. In the event the Agreement is terminated, Applicant understands that the provisions of paragraph 3 remain in effect for 1 year.
9. This Agreement may not be modified except in writing signed by both parties.
10. If GPA is successful in placing Applicant in a temporary or permanent position, it is expressly agreed and understood that Applicant shall be paid direct by the employing dentist under the terms and conditions set forth below. Applicant hereby acknowledges that Graham Placement Agency is not Applicant's employer and is not responsible for payment of Applicant's compensation in any manner. Applicant shall look solely to dentist for same.

TERMS AND CONDITIONS OF TEMPORARY EMPLOYMENT

Rate of wages for dental hygiene services: \$ _____ per hour in Marin & Sonoma Counties. Hours per day are variable.

Rate of wages for dental hygiene services: \$ _____ per hour in Napa County. Hours per day are variable.

Rate of wages for dental services: \$ _____ per hour. Hours per day are variable.

TERMS AND CONDITIONS OF PERMANENT EMPLOYMENT

- a. Applicant understands that there will be a minimum of an eight-week trial employment period before becoming a permanent employee in dentist's practice. The trial employment schedule shall include the same number of days per week as the proposed permanent position. During the trial employment, Applicant understands that compensation will be paid in accordance with GPA's current temporary fee schedule.
- b. The compensation rate for a permanent position is a matter to be agreed to solely between the Applicant and employing dentist.
- c. Applicant understands that for 6 months following permanent placement, any days needed in addition to those days permanently hired for shall be considered to be on a temporary basis and Applicant will inform GPA of such scheduled requests.

GRAHAM PLACEMENT AGENCY

Date: _____, _____ by _____

APPLICANT

Date: _____, _____ by _____

PLEASE SIGN AND RETURN YELLOW COPY