

# Dental Fill-In Resources LLC

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## AGREEMENT FOR PLACING TEMPORARY/PERMANENT STAFF

This agreement is made between Dental Fill-In Resources LLC, a staffing agency and \_\_\_\_\_, with an office located at \_\_\_\_\_ Main \_\_\_\_\_, ( the "Employer"). In consideration of the following terms and conditions, the parties agree as follows:

### **1. Temporary Placement**

- a. Placement of Temporary Workers. Dental Fill-In Resources LLC shall provide the Employer with Dental Hygienist, Dental Assistant, Dental Receptionist ("Workers") at such times and places may be requested by the Employer. All such Workers shall be licensed in the State of New Jersey, if licensing is applicable. Employer shall be responsible for the supervision of the Worker in accordance with accepted dental practices in the State of New Jersey.
- b. Schedule of Fees. Upon invoice, the Employer shall pay Dental Fill-In Resources LLC as follows:

Dental Assistant:           \$30.00 / day     ½ day fee \$15.00

Dental Hygienist:           \$35.00 / day     ½ day fee \$18.00

Dental Receptionist:       \$26.00 / day     ½ day fee \$13.00

- c. Method of Payment

1. Employers shall be charged for only worked days.
2. All workers must be assigned for a minimum of 4 hours. Even in the event if patients cancel on their own accord or are cancelled by the office, the

worker will still be paid.

3. All payments are due upon receipt or thirty (30) days from the date of invoice. All overdue invoices will be charged 5% interest and a \$5.00 late fee charge each month.
4. The Employer must pay the Worker through his/her payroll for the day. Dental Fill-In Resources LLC is not responsible for payroll.

## 2. Permanent Placement

- a. Amount of fee: Upon hiring a permanent worker, or converting a temporary worker to a permanent status, **the Employer shall pay to Dental Fill-In Resources LLC a permanent placement fee equal to 5% of the worker's estimated annual income for the first full year of employment.** With respect to estimated annual incomes, Dental Fill-In Resources LLC, Employer, and the worker should make such estimate at the time the worker accepts the position of permanent employment. All temporary fees must be paid in full prior to permanent hire of an applicant.
- b. Fee due on engagement: Placement fees are due if Employer engages the services of a worker that has been referred or introduced to the Employer, directly or indirectly by Dental Fill-Ins Resources LLC, or if Employer refers a worker for either permanent or temporary employment to another dental office or company.
- c. Replacement of Employee: Reimbursement of fee. If within 90 days from the date that the Worker commenced permanent employment, the permanent worker is terminated, resigns or ceases to be employed by Employer for any reason, Employer shall have the option to:
  - i. obtain a replacement worker at no additional charge OR
  - ii. apply for reimbursement from Dental Fill-Ins Resources LLC as follows:

Length of Employment	Percentage of Reimbursement
1 to 30 days	100%
31 to 60 days	60%
61 to 90 days	30%

EMPLOYER MUST NOTIFY Dental Fill-Ins Resources LLC WITHIN THE FIRST 3 MONTHS FOR REIMBURSEMENT OR REPLACEMENT TO APPLY

If the personnel-doctor relationship is terminated between 1 and 30 days, the doctor will be liable for temporary fees for the days the candidate worked in his or her office.

- d. Method of payment: Dental Fill-Ins Resources LLC shall invoice Employer when the worker commences employment. Fifty percent of the placement fee shall be

due and payable within 7 days of the commencement of employment. The balance is due within 14 days of commencement date. Failure to make payment as required shall invalidate any obligations set forth in paragraph 3 above. All overdue payments are subject to 5% interest.

**3. General Provisions: The provisions of Section Three shall be applicable to the placement of temporary and permanent workers with the employer.**

- a. Term of Agreement; Entire agreement. Excepts provided herein, the term of this agreement shall be for a period of one year from the execution hereof. This agreement is automatically renewed annually. Any party wishing to void this renewal should do so in writing. This agreement constitutes the entire agreement between the parties and there are no representations, warranties or agreements, express or implied, excepts set forth herein. The terms of this agreement may be modified only by written agreement signed by each of the parties hereto.
- b. Acceptance of referrals. The recall or employment of any worker shall be conclusive evidence of Employer's acceptance of the terms of this agreement unless a written modification has been signed.
- c. Restrictions. Employer recognizes that Dental Fill-Ins Resources LLC has substantial investment in all of the workers listed on is registry. During the contract, Employer agrees that:
  - i. Employer shall notify Dental Fill-Ins Resources LLC immediately upon recalling any temporary or permanent worker.
  - ii. Employer shall refrain, unless employer pays the fees set forth in Section B of this agreement, from engaging the services of Worker that has been referred or introduced to the Employer, directly or indirectly, by Dental Fill-Ins Resources LLC, or from referring a worker for either permanent or temporary employment to another dental office or company.
- d. Representations; Indemnification.
  - i. Employer acknowledges that Dental Fill-Ins Resources LLC is acting as the agent of Employer to provide Employer with workers on temporary and permanent basis. Dental Fill-Ins Resources LLC shall use its best efforts to ensure that all workers are fully licensed in the State of New Jersey. Dental Fill-Ins Resources LLC assumes no responsibility for the supervision of any worker placed with the Employer and assumes no responsibility for any representations made by a worker.
  - ii. Employer further agrees to indemnify, defend and hold harmless Dental Fill-Ins Resources LLC from any and all liabilities, obligations, damages, penalties, claims cost, charges and expenses, including without limitations, reasonable attorney's fees, which may arise of the performance of the worker.
- e. Late Payment: In the event of any failure by Employer to make payments under this agreement, a late fee of \$5.00 per month plus interest of 5% shall be

charged. In addition, Dental Fill-Ins Resources LLC shall be entitled to the reimbursement by Employer of all costs and reasonable attorney's fees incurred by Dental Fill-Ins Resources LLC in connection with the collection of any amounts owed or in connection with the enforcement of any rights under this agreement.

- Please be sure your staff is familiar with our policies, as the Doctor will be held responsible for the actions of the staff.
- You cannot ask a temporary for their phone number.
- You cannot ask a temporary to return to your office for additional temporary or permanent work without prior notification to Dental Fill-Ins Resources LLC.
- You cannot refer temporary to another dental office for work or ask a temporary for referral of friends looking for work.
- If you have been initially introduced to an applicant through Dental Fill-Ins Resources LLC and then later the applicant answers an advertisement in the newspaper, submits a resume, application, etc., the dental office is still liable for the permanent placement fees the initial introduction was from regardless of the manner in which the offer of employment was made.
- If an applicant has applied for work prior to dental Fill-Ins Resources LLC sending this applicant to you but no offer of employment was made by you, your initial acceptance of the worker constitutes an "introduction" from Dental Fill-Ins Resources LLC and the permanent placement fee is due.
- All temporary bills must be paid prior to hiring a temporary as permanent employee.
- A permanent placement fee is due even if the person is hired by your office to perform different duties on a permanent basis then, which they were sent to you on a temporary basis. For example, a dental assistant who gets a dental hygiene license.
- If temporary arrives and you are unhappy for any reason with the temporary, please contact Dental Fill-Ins Resources LLC immediately. The temporary must be paid for hours in your office so an immediate notification to our office is very important.

In witness whereof, the parties hereto have duly executed this agreement as of the date below.

Dental Fill-Ins Resources LLC  
LSM0559483

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

Date: \_\_\_\_\_