



## **MEMORANDUM**

From: Dental Employment Services, Inc.  
To: All New and Existing Clients  
Re: Terms and Conditions of Placement Services

Dental Employment Services, Inc. is an employment contractor, specializing in temporary and permanent referrals for dental related work. This memorandum sets forth the terms and conditions of our referral and placement services. If you are an existing client to whom we have made referrals in the past, this memorandum may modify some of the terms of your existing agreement with us. If you have any questions regarding the terms and conditions of our services, please contact us immediately. Otherwise, unless expressly modified by you and us in writing, all of the terms and conditions set forth herein will constitute the legally enforceable agreement between us regarding the use of our services. By utilizing our services, you will be deemed to have agreed and consented to all such terms and conditions. Utilization of our services commences with your contacting us to request a referral for a temporary or permanent placement in employer's offices, whether or not such request actually results in a placement.

### **TEMPORARY PLACEMENTS**

It is the responsibility of the employer dentist to pay the stated compensation (according to the then applicable compensation schedule) to any temporary employee referred by us, and to withhold all applicable payroll and employment taxes. The current compensation schedule for temporary employees is attached hereto and incorporated herein by this reference and is available on our website, or by requesting a faxed or mailed version. This compensation schedule may be updated from time to time by us; please check our website for the most updated compensation schedule or contact us. In addition to such compensation to the temporary employee, it is your responsibility to pay all payroll and withholding taxes to all appropriate governmental agencies. Payroll may be processed daily or on your office payroll schedule. There is a four hour minimum workday for all referred temporary placements.

You shall pay a daily placement fee to us for each day a referred employee is employed in your office on a temporary basis, regardless of what position the employee is originally referred for. A working interview is treated as a temporary placement. The current placement fee schedule for temporary employees is attached hereto and incorporated herein by this reference and is available on our website, or by requesting a faxed or mailed version. This fee schedule may be updated from time to time by us; please check our website for the most updated fee schedule or contact us.



It is your duty to report to us all employment which results, directly or indirectly, from an initial referral, regardless of which position the employee is originally referred for. Should you choose to contact a referred temporary employee to return for additional days, you must so notify us. Should an open temporary order with us from your office be filled by another referral source, it is your responsibility to inform us as soon as the order is no longer needed from us. If a referred and confirmed temporary placement is replaced by your office using an alternative temporary placement, you shall nevertheless pay the applicable placement fee for one half day to us and the four hour minimum wage to the referred employee. Additionally, any temporary or permanent future employment which results, directly or indirectly, from an initial referral by us, including placement of the referred temporary employee in another dentist's office, must be reported immediately to us. Failure of the employer dentist to whom we have made a temporary referral to provide any notice to us required in this paragraph shall be deemed a violation of your agreement with us and may result in your obligation to pay additional placement fees, as well as our costs, including reasonable attorney's fees, in enforcing the terms of such agreement.

### **PERMANENT REFERRALS AND PLACEMENTS**

A one time permanent placement fee will be paid by the employer dentist to us for any placement of a referred individual for permanent employment, regardless of the length of employment after referral, whether initially referred as a temporary or permanent placement, and regardless of what position originally referred for. As used herein, permanent employment shall include any permanent employee, associate or partnership position and shall also include any referral that leads to the acquisition of the employer's practice by the individual referred by us.

The current schedule of permanent placement fees is attached hereto incorporated herein by this reference and is available on our website, or by requesting a faxed or mailed version. This fee schedule may be updated from time to time by us. A discounted fee may be offered for part time permanent employment of two days or less. If you choose to accept the discounted fee, you will be required to report monthly, either by email or fax, as to the actual days the part time employee worked in your office by listing the exact days worked. Should the number of days worked by the referred employee increase after the date of hire, you must report such increase to us immediately. The fee will then be adjusted to reflect the increased number of days worked per week. Decreases in number of days worked after the initial hire may result in a reimbursement to you, but only to the extent that the permanent placement fee paid to us exceeded the temporary placement fee that would have been payable for the additional days per week actually worked before the number of work days per week was decreased by you. Your failure to report to us any changes in the number of days a referred employee works is a violation of your agreement with us and may result in your obligation to pay additional placement fees, as well as our costs, including reasonable attorney's fees, in enforcing the terms of such agreement.

Permanent placement does not begin with the working interview. A working interview is charged as a temporary day. Additionally, it is your duty to report any permanent placement prior to the first day of such employment. If permanent placement is not reported, daily temporary fees will be payable to us until report of permanent placement is received.



# DENTAL™

EMPLOYMENT SERVICES, INC

If you have placed an order for a permanent position, notification of permanent hiring or of the position no longer being available shall be sent to us in writing and shall be emailed, faxed or mailed to us. This report must include the name of the person hired (regardless of whether or not it is believed to be a referral from us), the date hired and the number of days per week the hired employee is working.

We will, at all times when applicable, refer licensed or certified personnel. You agree to hold us harmless from all claims, causes of action or other liabilities arising from any act or omission of referred personnel. We make no warranties regarding the individuals referred: all hiring decisions are the decisions of the employer dentist and should be independently verified and referenced. We do not enter into negotiations of salary and/or benefits due permanent employees.

Any referral to your office that results in a permanent position is subject to the terms and conditions hereof, regardless of the position, temporary or permanent, that the employee was originally referred for. Should another referral source (e.g., another agency, direct ads by the employer dentist, etc.) also bring the employee to your office, a referral fee is still due to us hereunder if we provided the original referral. Each referred employee is asked prior to receiving a referral from us if he or she has previously received the same referral from another source. This information is documented in our records.

## GENERAL

The fees due hereunder for temporary and/or permanent placement shall be paid to us within ten days of written invoice to you. The current wage and fee schedule is maintained online at our website, [www.dentalemploymentservices.com](http://www.dentalemploymentservices.com), or you may request that a faxed or mailed version be sent to you.

Any report or notice to be provided to us may be mailed or delivered to 3150 Richards Road SE, Suite 175, Bellevue, WA 98005, faxed to 425-747-5843, or e-mailed to [info@dentalemploymentservices.com](mailto:info@dentalemploymentservices.com). Any notice from us to you shall be sufficient if faxed to you or mailed to the last mailing address you have provided to us in writing, or that is found in the most recent Washington State Dental Association (WSDA) Directory or local Yellow Pages. Any notice sent by U.S. postal service shall be deemed received three working days after such mailing.

This memorandum summarizes the legal rights and obligations of Dental Employment Services, Inc. and the employer. Employer's act of placing a permanent or temporary order with, accepting an employee referral from, or using any other services of Dental Employment Services, Inc. constitutes acceptance of the terms and conditions set forth herein as a binding legal agreement. This agreement and the provisions hereof shall be governed by and interpreted in accordance with Washington law. The terms hereof constitute the entire agreement between the parties and supersede any prior written or oral communications concerning the subject matter hereof. The terms and conditions hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties. If any provision hereof shall be ruled unenforceable, the remaining provisions hereof shall remain in full force and effect. The venue of any legal proceeding to enforce the terms of this agreement shall be King County, Washington.

(Rev. 5/1/10)