



## SERVICE AGREEMENT between **Dental Express Staffing, LLC** and Clients

Dental Express Staffing, LLC (DES) has retained employee(s) with specific skills and knowledge in the fields of dentistry, dental hygiene, dental assistance, and/or administration for the purpose of outsourcing them to dental offices (the Employees). \_\_\_\_\_ (Client) desires to, from time to time, utilize the skills and knowledge of the Employee(s).

DES and Client agree to the following terms and conditions:

1. DES agrees to assign Employee(s) with the required skills and abilities, as well as CPR certification, OSHA certification, HIPAA guideline understanding, required licensure, and malpractice insurance as needed. DES further agrees to handle concerns or complaints regarding performance brought to its attention and to counsel, discipline and discharge Employee(s) as is appropriate.
2. DES will also:
  - a. maintain personnel and payroll records
  - b. calculate and pay wages
  - c. withhold and remit payroll taxes
  - d. obtain and maintain unemployment insurance
  - e. obtain and maintain workers' compensation insurance
  - f. obtain and maintain general and professional liability insurance
  - g. obtain and maintain cyber liability insurance
  - h. pay all other government-mandated charges for the assigned Employee(s)
  - i. provide proof of any such insurance coverage to Client upon request.
3. DES will invoice Client WEEKLY. Invoices shall be based upon those rates and terms set forth in the attached "**Rates for Dental Express Staffing, LLC.**" Client agrees to pay the invoice within fifteen (15) days of its receipt and to pay late charges on any unpaid balances after fifteen (15) days from the date of invoice at the rate of 1.5% per month (annual percentage rate of 18%).
4. Because some DES staff members are willing to travel further than normally expected to provide care to your patients, Client agrees to pay **additional travel fees when DES staff travel over fifty (50) miles**, as set forth in the attached "Rates for Dental Express Staffing, LLC." DES shall make all reasonable attempts to find staff in closer proximity before contacting staff from farther distances.
5. Client shall immediately report to DES all work-related injuries suffered by Employees. Client and/or Employee shall provide a first report of injury to DES within 24 hours of work-related injury. Client shall utilize assigned Employees only for the specific job duties requested per Client's job description.
6. Because of DES's expense involved in recruiting, screening, and/or training Employees, Client agrees to pay DES a placement fee if Client hires, if another office within the corporation hires, or if Client or corporation affiliate refers an Employee to another company or employment agency while assigned with Client or within the last eighteen (18) months of the last day of the assignment. If Employee leaves or is let go for any reason within sixty (60) days of hire by Client, DES will refund half of the initial placement fee paid.

7. Due to the time and effort that DES and Employee have taken to reserve time for the Client, Client agrees to pay the **cancellation fees** set forth in the attached "**Rates for Dental Express Staffing, LLC**" if Client cancels Employee with **less than forty-eight (48) hours'** notice during Jan through Oct and **within 5 business days** from Nov through Dec due to the busy holidays.
8. In the event an Employee is hired for permanent employment elsewhere during their temporary commitment with Client, the Employee is required to give a two (2) week notice to DES. DES shall then attempt to provide a replacement for the remainder of the temporary position.
9. Client agrees to provide Employees with: (a) a suitable workplace which complies with all applicable local, state, or federal safety and health standards, statutes, and ordinances; (b) all necessary information, required training and safety equipment with respect to hazardous substances or equipment; and (c) adequate instruction, assistance, supervision and time to perform the services required of them.
10. Client will comply with all discrimination laws and will provide a workplace free from discrimination or harassment of Employees. Client will work with DES to address any worksite complaints made by or against DES employees. This includes complaints of harassment or unsafe work conditions.
11. To the fullest extent permitted by law, the parties agree to defend, indemnify, and hold the other harmless for any claims, losses, expenses, or damages incurred by temporary staff (including equipment damages) which arise from any alleged breach such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims.
12. The initial term of this agreement shall cover the longevity of the business relationship and will only require resigning if significant changes are to be made. Either party to this agreement, upon thirty (30) days written notice to the other party, may terminate this agreement at any time.

I have read, understand, and agree to this Service Agreement:

Company Name: \_\_\_\_\_

Company Phone #: \_\_\_\_\_

Company Email Address: \_\_\_\_\_

Owner/Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by:  
Dental Express Staffing, LLC/Erinn Brandau