



## Contract Agreement for Referral Services *Motivated Dental Professionals*

Dentist name and phone number: \_\_\_\_\_

This Agreement is made between MDPstaffing ("MDP") and the undersigned dentist or dental Professional Corporation ("Client") as of the date indicated below. MDP is in the business of referring temporary and direct hires of dental personnel for California dental offices. This includes Dentists, Hygienists and Registered Dental Assistants who are licensed by the State of California. MDP also provides referral services for Dental Assistants who are not registered RDAs upon Client's request and availability, and/or Dental Front Office Administration (Auxiliary). Client intends to use MDP's referral services to obtain personnel. Therefore, the parties hereto agree as follows: **Client will pay MDP agency fees of \$82.00 per day regardless of how many hours referred personnel worked in the day.**

**Breach of Contract: Sharing MDP Personnel Information.** Client agrees not to share names of referred personnel with colleagues, except to provide a referral to MDPstaffing. Violation of this clause resulting in the placement of personnel will incur MDP placement fee indebtedness by Client, which Client will be obligated to pay at MDP published rates.

**Breach of Contract: MDP Personnel Through Other Agency.** Client may not accept any previously referred MDPstaffing personnel through any other agency. All Personnel originally referred by MDP must be retained only through MDPstaffing. Violation of this clause will incur MDP placement fee indebtedness by Client, which Client will be obligated to pay at MDP published rates. Should MDP need to take legal action due to Client's breach of contract, any legal representation cost incurred by MDP is subject to reimbursement from Client.

**Liabilities.** Client agrees that all persons referred by MDP are not employees or agents of MDP and that MDP has no responsibility for the acts or omissions of such individuals. Client agrees to hold MDP harmless for any exposure of Client, staff, or patients to Covid 19. Client understands that while MDP will make every good faith effort to fulfill Client's staffing needs, MDP does not guarantee frequency, longevity or availability of referred DDSs, RDHs, RDAs, DAs, or dental administrative personnel. Our referred dentists and hygienists carry their own liability insurance. Client hereby agrees to indemnify and hold MDP harmless from all liability arising out of and from the services, acts or omissions of any referred DDS, RDH, RDA, CDA, DA, or dental administrative personnel.

**Fees and Cancellations.** Office hours: Monday-Thursday 8:00 am to 5:00 pm. Client agrees to pay the MDP booking charge of \$82.00 per day for any referred personnel given an assignment ordered by the dental office whether or not dental office later cancels the order. When a booking is canceled by Client, Client is responsible for MDP's charges of \$82.00 for each day booking was confirmed. Request for referrals made day of or after normal MDP business hours will be charged an additional \$50.00.

**Employment Relationship.** Client agrees that the temporary assignee is neither an employee of MDP nor an independent contractor. Dentist pays the assignee directly as per MDP's current fee schedule and is legally responsible for all obligations as an employer to include, but not be limited to, all payroll withholdings required by California State and Federal Law. Client agrees to discuss all matters concerning employment of all MDP referral personnel, job assignment, or pay procedures with MDP directly before assignee can be sent to an office. Client further agrees that changes in agreed hours of work will result in full salary compensation to the referred Dentist, Hygienist, Dental Assistant, or Dental Auxiliary. Referred assignee personnel must be paid at the end of the day or by check mailed within 5 days from the last day worked. Payment to MDP is due upon receipt of invoice. After 10 days a late fee of \$25.00 applies.

**Future Use.** Client recognizes that all future use of referred personnel past the original request dates must be made directly with MDP. Client agrees, as does their office staff, that they will not contact an MDP registered applicant directly. This clause pertains to all employment, following the initial referral or last day worked, additional employment, whether temporary or direct hire, and in any capacity that is offered or accepted by the Client. Any subsequent use of referred personnel will incur an MDP fee of \$82.00 per day. Breach of this Agreement by not notifying MDP about any additional days worked by a referred MDP temporary will result in double fees.

## **Policy and Terms for Direct Hires of MDP Referrals**

The services MDP provides are made only through the expenditure of substantial time and money. Therefore, should the Client wish to hire a previously referred MDP assignee within two years following their last day worked, Client agrees to pay an MDP direct hire placement fee for the referral (page 3).

### **Direct Hiring is a three-step process:**

**1) Notification.** The Client must notify MDP directly upon any job offer made to an MDP applicant. Notification to MDP of potential direct hire should be by email within 48 hours of said offer.

**2) 6-week Probation.** When an MDP referral has accepted the job offer for any position - DDS, RDH, RDAEF, RDA, DA or Front Office - a 6-week non-negotiable MDP probation period begins. During this trial period, MDP's temporary terms and fees apply (please see paragraph 1 on page 1). The MDP probation is based on the number of days per week the individual will be hired for, eg.:

1 day/week = 6 probation days; 2 days/week=12 probation days; 3 days/week=18 probation days;  
4 days/week=24 probation days; 5 days/week=30 probation days.

Previous temporary days worked by the assignee for the same Client on past assignments are NOT recognized as contributing to the 6-week trial period. Client agrees to discuss all matters concerning referral acceptance of job assignments or payment procedures with MDP directly.

**3) Referral Fee.** Upon satisfactory completion of the 6-week probation, Client will pay MDP a flat referral fee of \$1,800 per day based on the number of days hired per week for DDS or RHD. The flat fee for RDAEF, RDA, DA, and Front Office is \$1,500 for one day a week and \$300 for each additional day. MDP is relieved of all responsibilities upon completion of the 6-week probation period of said contract. All fees are nonrefundable and must be paid in full on assignee's second day of direct hire. Client is held responsible for additional charges should number of days worked by employee increase during two years of hire date.

For more information, please contact MDP at **(415) 339-0575**.

Client has read and agrees to all the above MDP Agreement for Referral Service. Please sign and email all pages to [MDPstaffing@icloud.com](mailto:MDPstaffing@icloud.com). MDP must receive this signed agreement prior to either temporary or direct hire placement. Should MDP not receive signed contract in time, all dental staffing referrals will be canceled.

Print Client's Name: \_\_\_\_\_

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

Dentist Signature: \_\_\_\_\_

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

Please initial each page, sign and email this entire contract to [MDPstaffing@icloud.com](mailto:MDPstaffing@icloud.com).