ADIRONDACK STAFFING SOLUTIONS, LLC

Dental Office Agreement

THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, CONSULTING WITH AN ATTORNEY BEFORE SIGNING IS RECOMMENDED.

This Dental Office Agreement is made on (Date)_____ by and between (Corporation Name) _____ (hereinafter referred to as "Client" on behalf of its managed dental practices) and Adirondack Staffing Solutions, LLC, a limited liability company organized and existing under the laws of the State of New York, whose principal place of business is 113 Saratoga Rd, Ste 108, Glenville, NY 12302 (hereinafter referred to as "Agency"):

Whereas, Agency, operates an employment agency placing dental personnel including but not limited to Dental Assistants, Dental Hygienists, Dental Receptionists, Office Managers, and Dentists (hereinafter referred to as "Candidate") on a temporary or permanent, part-time or full-time basis; both parties agree as follows:

1) Covenant of Hiring of Candidates: Client has arranged for temporary, permanent and/or contract placement through Agency. In the event that Client or Client's officers, employees, associates (including former associates and employees), partners, successors (in the event of a sale), or authorized agents in connection with Client. wishes to offer any additional temporary, permanent or contract placement to any Candidate, referred to it by the Agency, within one year (twelve months) from the most recent date of Candidate's placement with Client; Client shall not directly or indirectly, employ or otherwise engage the services of Candidate. The Client agrees to do so only through the Agency and to pay directly to the Agency the applicable regular fees, outlined in section 3. and section 5. for any and all such services provided by said Candidate.

a. Third Party Applications of Candidates with Client: In the event that a referred Candidate applies to Client directly, after being referred by the Agency, (walk in, phone call, fax, email, text to the office or any of its employees) or through a third-party software, such as Indeed, Zip Recruiter, Craigslist, Facebook, Another Staffing or Recruiting Agency, or any of the comparable mediums; The Client agrees to do so only through the Agency, as outlined in Section 1. and to pay directly to the Agency the applicable regular fees, outlined in section 3. and section 5. for any and all such services provided by said Candidate. Client acknowledges and agrees that Agency shall retain the right to obtain injunctive relief against Client to enforce this covenant not to hire, either in lieu of or in addition to, recovery of liquidated damages outlined in section 1. B.

b. Damages Non-Dentist Candidate: In the event that Client violates the term, outlined in Section 1., Client agrees to pay to the Agency immediately, to compensate the Agency for lost income and reimbursement for hiring, employment, and marketing a sum of $4260.00 (Formula: Damages $2400.00 dollars for Placement fee, $1500.00 dollars for 10% of Yearly Advertising costs, $360.00 for labor cost ($45 per hour x 8 hours).

c. Damages Dentist Candidate: In the event that Client violates the term, outlined in Section 1., Client agrees to pay to the Agency immediately, to compensate the Agency for lost income and reimbursement for hiring, employment, and marketing a sum of $11,660.00 (Formula: Damages $9800.00 dollars for Placement fee, $1500.00 dollars for 10% of Yearly Advertising costs, $360.00 for labor cost ($45 per hour x 8 hours).

d. Hold Harmless in the event of either party's breach of contract: To the fullest extent permitted by law, both parties agree to defend, indemnify, and hold harmless the other party, including its parent company, subsidiaries, directors, officers, agents, representatives, and employees, from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and court costs), arising directly or indirectly from either party's breach of this Agreement; either party's failure to fulfill its duties and responsibilities as outlined in this Agreement; or the negligence, gross negligence, or willful misconduct of either party's officers,

employees, associates (including former associates and employees), partners, successors (in the event of a sale), or authorized agents in connection with the performance or non-performance of either party's obligations under this Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement.

2) Scope of Work: The Client agrees to supervise and prohibit Candidate from performing services outside of their job description. The Client agrees that Agency shall not be liable for any claims or losses arising from the Candidate performing services at the Client's Location, including but not limited to any special damages to equipment, patients, incidentals, indirect or consequential. The Client agrees to indemnify and hold Agency harmless from any third-party claim resulting from any acts or omissions of Candidate pursuant to this agreement.

3) Temporary Placement Fee: For temporary placement of dental assistants, hygienists, or office support we directly bill your office a rate of $7.50 per hour. A minimum agency placement fee of $40.00 per day applies. We have a wide range of candidates for your office with a variety of skill sets and salary requirements and we understand that every office and doctor have different expectations in personnel. Temporary Dentist Placement Fee: The agency placement fee for a temporary dentist is 20% of the candidate's total compensation for the placement.

a. Temporary placement fee for Agency Employees: Agency will be considered the "Employer of referred Candidate". Agency agrees to pay Candidate agreed upon rate and handle all aspects of payroll, as the Candidates employer, including but not limited to preparation of payroll checks and direct deposits, prepare and file all required state and federal tax forms and withholdings, social security, unemployment and Medicare taxes, FMLA, cover the candidate for Workers' compensation and unemployment insurance. The current payroll surcharge is 30% of the agreed hourly rate of the hours worked for the Candidate's placement. Client must guarantee four (4) hour minimum for each placement. Placements must be cancelled 24 business hours (8am-5pm) in order to avoid mandatory payment to both the Candidate (4 hours) and the Agency ($40) 30% payroll surcharge

4) Payment for Temporary Placement: All Clients are required to have either a credit/debit card on file or an ACH method of payment to be utilized for temporary staffing. All time sheets must be approved by Client by 5pm on the first Friday after a shift has been completed. Invoices will be run at the conclusion of the week on either Friday or the upcoming Monday.

a. Disputes: In the event that a time sheet is not accurate and it was processed for payment, you may request for modification of said invoice. Please provide request in writing, via email or text, and the invoice will be modified and a refund or credit will be processed.

b. Storing of sensitive information: We do not store your sensitive credit/debit card or ACH information in our office or anywhere other than the platform. Your information is stored on a secure payment processor online vault within the platform. This vault is a secure clearinghouse that meets the industry standards set forth by the Payment Card Industry Data Security Standard (PCI-DSS) and is certified at the highest level attainable. Once you enter your information into the platform, your information is securely encrypted and we do not have access to view or edit the information. Our staff are only able to see the last 4 digits of your credit card/account number – just as any online retailer does.

c. Late Fee: 3% late fee at 30 days past due. An additional 3% at 45 days past due. An additional 3% at 60 days past due. Late fees will continue to accrue in 15-day increments thereafter at 3% per interval until the balance is paid

5) Permanent Placement Fee: Refer to the attached Fee Schedule for details. Fees are subject to change; written notice will be provided.

6) Permanent Placement Fee Payment Structure for Full Time Candidate Placement: Our payment structure allows for the employer to get to know the potential employee or Associate. Upon Client's hiring Candidate: the permanent placement fee is not due in one lump sum, but on the following schedule, so the Candidate and the Client can see if they work well together. The "date of hire" is considered the Candidates first date of employment with Client.

- Candidate hire date one third (1/3) of the referral fee invoiced Net 15
- 30 days later one third (1/3) of the referral fee invoiced Net 15
- 60 days later one third (1/3) of the referral fee invoiced Net 15

7) Permanent Placement Fee Payment Structure for Part Time Candidate Placement: Our payment structure allows for the employer to get to know the potential employee or Associate. Upon Client's hiring Candidate: the permanent placement fee is not due in one lump sum, but on the following schedule, so the Candidate and the Client can see if they work well together. The "date of hire" is considered the Candidates first date of employment with Client.

- Candidate hire date one half (1/2) of the referral fee invoiced Net 15
- Three weeks/21 days later, second half (1/2) of the referral fee invoiced Net 15

8) Additional Permanent Placement Fee: In the event that any Permanently placed Candidate, referred by Agency, increases their number of workdays, with Client, beyond their "weekly work schedule", within 12 months of "hire date" the Client agrees to notify and pay the remaining balance of the formula as follows: The difference between the agreed amount for Candidate's placement and the "placement fee" listed in Section 3. that corresponds to the amount of days Candidate has increased to.

9) Permanent Placement Guarantee: We do not guarantee permanent placements or offer a guaranteed replacement or refund. Our permanent placement fees are well below industry standard.

Courtesy fee adjustment: If the placement ends, we calculate the hours the candidate worked from their start date and multiply those hours by $7.50. If the permanent placement fee is greater than this temporary placement fee, we credit the difference, if due. Depending on when the relationship ends, the temporary placement fee may exceed the permanent placement fee.

Example: If the placement ends after 40 days, we calculate all hours worked from the start date at $7.50 per hour and credit any difference due under the courtesy adjustment above.

Remaining installments: If the candidate leaves after 30 days but before the next invoice is issued, we do not issue any further invoices.

10) Cancellation of Temporary Placement or Working Interview: Client must Guarantee a minimum of four hours for any Candidate placement. In the event that Client provides less than 24 business hours (Monday through Friday 8am to 5pm) cancellation of Temporary Placement or Working Interview Placement requested by Client, or in the event of Candidate's early dismissal; Client agrees to pay a four (4) hour minimum hourly rate to such Temporary Candidate and the flat fee of $40.00 to the Agency; 30% payroll surcharge applies to candidates paid through the agency.

11) Travel, Holiday, Vacation, Lunch hours, Equipment, etc.: Client is not responsible for pay compensation to Candidate for Travel, Holiday, Vacation, Lunch hours.

12) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws principles.

Payroll Options

Adirondack Staffing Solutions offers Candidates and Clients the option of utilizing temporary Candidate's employed through the Agency as well as working with clients that prefer to pay the temporary Candidate's directly.

○ **Check here if Client would like Agency to handle Payroll for temporary placements exclusively:**

• Agency will be considered the "Employer of referred Candidate"

• Agency agrees to pay Candidate agreed upon rate and handle all aspects of payroll, as the Candidates employer, including but not limited to preparation of payroll checks and direct deposits, prepare and file all required state and federal tax forms and withholdings, social security, unemployment and Medicare taxes, FMLA, cover the candidate for Workers' compensation and unemployment insurance

• The current payroll surcharge is 30% of the agreed hourly rate of the hours worked for the Candidate's placement

• Client must guarantee four (4) hour minimum for each placement. Placements must be cancelled 24 business hours prior to placement (8am-5pm) in order to avoid mandatory payment to both the Candidate (4 hours) and the Agency ($40); 30% payroll surcharge applies to candidates paid through the agency

• ACH or Credit Card authorization MUST be on file in order for Agency to pay temps. 3% fee applies to CC Auth.

○ **Check here if Client will handle payroll for temporary placements exclusively:**

• Client will be considered the "Employer of referred Candidate"

• Client will handle all aspects of payroll, as the Candidates employer, including but not limited to preparation of payroll checks and direct deposits, prepare and file all required state and federal tax forms and withholdings, social security, unemployment and Medicare taxes, and cover the candidate for Workers' compensation and unemployment insurance.

• Client must guarantee four (4) hour minimum for each placement. Placements must be cancelled 24 business hours prior to placement (8am-5pm) in order to avoid mandatory payment to both the Candidate (4 hours) and the Agency ($40)

Please list complete address(es) in which this agreement is in effect:

Location 1._____ Location 2._____

Location 3._____ Location 4._____

Location 5._____ Location 6._____

Location 7._____ Location 8._____

Email where we send invoices: _____

Cell # for text confirmations/afterhours changes:_____

By signing this Dental Office Agreement, the undersigned agrees to the foregoing and warrants and represents that he/she

is authorized to sign such Agreement on behalf of Client and to so legally bind said Client.

_____ _____

Print Title

_____ _____

Sign Date

ADIRONDACK STAFFING SOLUTIONS, LLC

Fee Schedule

TEMPORARY STAFFING

Service	Agency fee
Dental assistants, dental hygienists & office support	$7.50 per hour $40 minimum per day
Temporary dentist	20% of the candidate's total compensation for the placement
Agency payroll surcharge	30% of the candidate's agreed hourly rate, for hours worked

Candidate wages are separate from the agency fee. The payroll surcharge applies to clients who use candidates on agency payroll. Candidates offer a variety of skills and salary requirements to meet each practice's needs.

PERMANENT STAFFING

Position	Schedule	Placement fee
Dental assistant / office support	All schedules	$1,275
Dental office manager	All schedules	$1,850
Dental hygienist	1 day/week	$1,300
Dental hygienist	2 days/week	$1,800
Dental hygienist - full time	3+ days/week	$2,400
General dentist	1-2 days/week	$7,800
General dentist - full time	3+ days/week	$9,800
Dental specialist	1-3 days/month	$6,800
Dental specialist	1-2 days/week	$12,500
Dental specialist - full time	3+ days/week	$18,000

Full-time classification: Three or more days per week is considered full time.

When hiring per day/part-time, ADDITIONAL DAYS OF HIRE AT A LATER DATE MUST BE REPORTED AND PAID FOR.



ADIRONDACK STAFFING SOLUTIONS, LLC

Fee Schedule

PAYMENT & PLACEMENT TERMS

PERMANENT PLACEMENT PAYMENT SCHEDULE

The date of hire is the candidate's first date of employment with the client. Installments allow the client and candidate time to determine whether they work well together.

Placement	Invoice timing	Payment terms
Full time	1/3 on hire date 1/3 at 30 days 1/3 at 60 days	Each invoice: Net 15
Part time	1/2 on hire date 1/2 at 21 days	Each invoice: Net 15

IF A PERMANENT PLACEMENT ENDS

Placement guarantee: We do not guarantee permanent placements or offer a guaranteed replacement or refund. Our permanent placement fees are well below industry standard.

Courtesy fee adjustment: If the placement ends, we calculate the hours the candidate worked from their start date and multiply those hours by $7.50. If the permanent placement fee is greater than this temporary placement fee, we credit the difference, if due. Depending on when the relationship ends, the temporary placement fee may exceed the permanent placement fee.

Example: If the placement ends after 40 days, we calculate all hours worked from the start date at $7.50 per hour and credit any difference due under the courtesy adjustment above.

Remaining installments: If the candidate leaves after 30 days but before the next invoice is issued, we do not issue any further invoices.

WORKING INTERVIEWS

We highly recommend a working interview or temporary placement before making a permanent hire. Working interviews are billed as temporary placements and are paid through agency payroll. The $7.50 hourly agency fee and 30% payroll surcharge apply.

CANCELLATIONS & MINIMUM HOURS

The client must guarantee a four-hour minimum for each placement. Placements must be canceled at least 24 business hours before the assignment (business hours: 8 a.m.-5 p.m.) to avoid mandatory payment of four hours to the candidate and $40 to the agency. The 30% payroll surcharge applies to candidates paid through agency payroll.

ADIRONDACK STAFFING SOLUTIONS, LLC

Office Information

Thank you for choosing Adirondack Staffing Solutions for your dental employment needs. Please help us get to know your office by completing and returning the information form below.

Name of Practice:_____ Date: _____

General or Specialist (please indicate specialty)?_____

Name of person filling this out:_____ Position:_____

Main Address: _____Street Address Suite/Unit #_____

City: _____State: _____ Zip: _____

Contact Person _____Position:_____

Email: _____

Email where we send invoices: _____

Cell Number for afterhours changes via text:_____'s Cell _____

How did you hear about us? _____

Hours of operation

Monday From: _____ To: _____ Lunch: _____

Tuesday From: _____ To: _____ Lunch: _____

Wednesday From: _____ To: _____ Lunch: _____

Thursday From: _____ To: _____ Lunch: _____

Friday From: _____ To: _____ Lunch: _____

Saturday From: _____ To: _____ Lunch: _____

Names of Dentists practicing in your office: _____

_____

_____

_____

ADIRONDACK STAFFING SOLUTIONS, LLC

Office Information Continued

Are you looking for permanent? Y N

If yes, please be as detailed as possible. ie; Position, Days, Hours, Benefits, etc..._____

_____

How will temporary candidate be compensated? Check all that apply

____ Adirondack Staffing Payroll

____ Check given at end of shift

____ Check sent in mail w/in a few days

____ Check sent in mail/office payroll

____ Taxes Withheld

____ No Taxes Withheld

Equipment & Routines

Practice Management Software:_____

Are there any specific Parking Instructions?_____

Are scrub jackets provided for the temporary employee? Y N

Does your office have a preferred color for scrubs (no guarantee temp will comply)? _____

What would you like Admin Temp to wear? _____ Business Casual _____ Scrubs

Does your office use digital x-rays? Y N If no, will temp be expected to develop x-rays? Y N

Will Nomad or portable x-ray unit be used by temp? Y N

Time allotted for routine adult prophy or periodontal maintenance: _____

Time allotted for 2 quads SRP:_____

Will hygiene be assisted if less than 50minute prophy? Y N

Can your practice accommodate a left-handed hygienist? Y N

COVID-19

Does your office provide N-95 for temporary employee? Y N

Does your office provide a face shield for temporary employee? Y N

Does your office provide isolation gowns between each patient for temporary employee? Y N