YOUR COMPANY NAME
Provider of Healthcare Personnel
Your Address
Your Phone number and email address
www.companywebsite.com

Contingency Agreement

DATE

_____
_____
_____
_____

Purpose of Agreement: This recruiting agreement is entered into and effective this date _____ by and between *YOUR COMPANY NAME* and _____ Medical Center to find suitable candidates to fill your healthcare vacancies.

Undertaking of Recruiter: YOUR COMPANY NAME agrees to use its best efforts to locate suitable candidates. YOUR COMPANY NAME's goal is to save valuable Client time, assist in successful hiring processes, and provide Client access to top candidates. YOUR COMPANY NAME will actively source, recruit and screen candidates. YOUR COMPANY NAME's work normally includes, but, is not limited to the following: 1) initial needs assessment with Client to formulate criteria for candidate selection, corporate background, position salary, and location specifics, 2) identification of potential candidates through resume database review, networking calls, direct contacts with competitors, receipt of resumes through job boards, email, mail, fax, jobs fairs, advertising and leads, 3) candidate screening through resume reviews and direct telephone interviews, 4) preparation of interview notes for presentation to Client, 5) referral of screened and interviewed candidate resumes to Client, 6) coordination of candidate interviews with Client, both telephone and in person, 7) verification of candidate references, when requested by Client, and, 8) assistance with the coordination and acceptance of job offers.

Candidate Referrals: YOUR COMPANY NAME will provide screened and interviewed resumes directly to the hiring authority identified within Client's organization. It is understood that Client will not disclose or share any names or information which would identify candidates or cause candidates to be referred to any third parties. All referred candidates are considered to be valid referrals from YOUR COMPANY NAME to Client unless Client immediately notifies YOUR COMPANY NAME of recent and prior employment conversations which Client has conducted with a specific candidate within the 90 days preceding YOUR COMPANY NAME's referral of candidate to Client. Referred candidates are considered active YOUR COMPANY NAME candidates for a period of two years from the date of initial referral to Client. Should

Client hire or employ a referred candidate in any job during this period, the fees as described below are considered to be due to YOUR COMPANY NAME.

Fee Calculation and Payment Schedule: Client is not responsible to YOUR COMPANY NAME for any reimbursements for recruiting expenses incurred by YOUR COMPANY NAME recruiters on behalf of Client, including hours worked, long-distance telephone, recruiter travel, interviewing time, sourcing expenses, website advertising, postage, fax, office support, photocopy or other ordinary recruiting expenses required to conduct employee searches for Client. Client is responsible for candidates onsite interview and relocation expenses. Client understands that YOUR COMPANY NAME incurs recruiting expenses on a risk based contingency basis and will be remunerated through payment of a recruitment fee upon

successful hire of a referred candidate. Client agrees to pay a fee equal to 30%% (contingency) of a validly referred and hired candidate's reasonably assured first year direct cash compensation. Fee is due the effective day of hire and is payable within 15 calendar days from the employee's starting date.

Replacement Warranty: We will replace the candidate in the event that the candidate hired through us terminates or is terminated from his or her position of employment within ninety (90) days from the date the candidate commenced employment, provided that the Client notifies us, in writing, of all of the facts relating to the termination of employment within five (5) business days after termination. This warranty is not applicable in the event that the employment is terminated because the employer has insufficient work for the employee. This warranty is to allow you to satisfy that the candidate has the requisite experience and qualifications, and that information provided by the candidate and other sources, directly or through us, is accurate. This warranty shall be your sole remedy.

We will invoice you for our services when the candidate accepts employment, and a start date is determined. Our terms are "Net-Due Upon Receipt of the Invoice." The guarantee referred to is valid only if we receive payment of our service fees, in full, within fifteen (15) days from the date the candidate commences employment.

This agreement may be terminated at any time by either party without cause upon written notice. However, this agreement will continue to be binding beyond termination if a referred candidate supplied by YOUR COMPANY NAME is subsequently hired within one (1) year of the date of termination notice or two (2) years of initial referral date, whichever occurs first.

Note: Unless advised to the contrary, acceptance of our candidate referrals will constitute understanding and acceptance of this agreement. Failure to sign and return this agreement while utilizing YOUR COMPANY NAME services shall be considered as de facto acceptance of the terms of this agreement.

Agreed by:

Signature:_____
Date:_____
Name: _____
Facility:_____
Address:_____
_____
_____
Phone:_____
Email:_____