

Cooperative Placement Agreement of the American Coalition of Healthcare Recruiters

The members of the American Coalition of Healthcare Recruiters agree to the following standards of professional practice:

1. All cooperative placements will be shared based on a 50% - 50% split or a 20% - 80% split based on how the candidate is provided. Terms such as a guarantee or refund policy and any alternative fee amount will be based on the placing agency's established fee schedule. Special or amended fee agreements will be discussed and agreed upon by all agencies in writing (this includes retainer based searches) in advance of working together.

The recruiter firm providing the Candidate will be compensated based on a "Referral" or "Profiled" role in the presentation of the Candidate.

A) Candidate Referral (20% fee) - Recruiter has a candidate's current RESUME and telephone contact info, along with confirmation that they are seeking a position in a specified state. They have no additional information and expect the recruiter representing the client to gather additional information necessary to determine if the candidate will be a viable candidate for their opportunity. If a placement occurs, the recruiter who provided the candidate will receive a **Referral Fee of 20% of the placement fee.**

B) Profiled Candidate (50%) - Recruiter has a candidate's current RESUME and has personally profiled the physician to obtain at least the required information as set forth in the ACHCR Candidate Profile Form. You may provide this information on this form or any other Word or Excel document your system supports. In addition, the recruiter has provided their candidate with initial details on the opportunity to confirm their interest and willingness to speak with the recruiter representing the client. If a placement occurs, the recruiter who provided the candidate will receive a **Profiled Candidate Fee of 50% of the placement fee.**

2. Billing for the placement shall be made by the agency with the client job order. It is agreed by both parties that neither firm shall contact the other firm's client directly to collect money owed for a placement.
3. Any significant action involving a shared applicant or job listing, such as an initial interview, 2nd interview, a job offer, a rejection, etc., shall be communicated to the cooperative firm as soon as possible.
4. Within 5 working days of receipt of the payment from its client, the placing agency shall mail to the cooperating agency its share of the fee as well as a photocopy of the original payment check.
5. In the event of a fall-off, the placing agency shall notify the cooperating agency in writing, noting the appropriate guarantee requirement. (The placing agency is responsible for the replacement candidate. If the co-operating firm that provided the first candidate fails to provide a replacement candidate within the guarantee replacement policy time they must refund the split fee income.)
6. Applicants referred to a cooperating agency are considered to be the property of the sending agency for a period of one (1) year.

7. Cooperating agency on the applicant side agrees not to solicit a relationship with the Client of the cooperating agency as long as the applicant side agency is a member of ACHCR.
8. Three-way splits must be agreed upon in advance of submission to the third agency.
9. No information gained from a resume may be shared with any third party/agency. Each company will respect confidential information and follow standard non-disclosure conventions.
10. This agreement remains in effect as long as a firm is a member of ACHCR. Resignation from ACHCR nullifies the firm's contractual agreement with other member firms; however, all terms remain in effect on any split activities initiated prior to a member's departure from ACHCR.
11. No changes shall be made to this agreement without the express written consent of the majority of voting ACHCR members. Non-voting member votes are considered neutral.
12. It is agreed that if a dispute arises and the involved firms are unable to come to an agreement it will be settled by binding arbitration in the state of the firm lodging the complaint. Attorney fees will be added into the settlement for the prevailing party.