

# **American Coalition of Healthcare Recruiters (ACHCR)**

## **Standards of Ethical Practices**

As a condition of membership in the ACHCR, each member pledges support of, and adherence to, the principles set forth below. Through their voluntary compliance with these principles, ACHCR members acknowledge that such compliance is in the best interests of the candidate recruiting profession, its candidates, and its clients.

## **Relations between Recruiters and Candidates**

1. Candidates shall be referred to employers/clients for interviews only on job openings for which at least verbal authority has been given by the employer/client.
2. Representations made to candidates about the duties, probable length of employment, hours, benefits and salary of prospective positions shall be in conformance with the best knowledge of the recruiter.
3. Precaution shall be taken against referring any candidate to employers/clients who are known to engage in illegal or questionable business practices which might jeopardize the safety of the candidate.
4. Information about a candidate will be used only for the purpose of finding employment for that candidate. Confidential information shall be treated accordingly.
5. No candidate shall be referred to any employer where a strike or lockout exists or is impending (according to the best knowledge of the recruiter) without being notified of such condition.

## **Relations between Recruiters & Employers/Clients**

1. A candidate's employment record, education, qualification and salary requirements shall be stated to the employer/client as accurately and fully as possible. Clients shall be advised by the recruiter if the recruiter

- disclaims liability for the accuracy of any information it transmits to the client.
2. A candidate shall be referred to the employer/client for interview only with prior authorization of the employer/client, which may be given verbally.
  3. Confidential information relating to the business policy or practices of employers/clients, which is imparted as an aid to the effective handling of their job requirements, shall be treated accordingly.
  4. In the absence of an agreement to the contrary, a recruiter shall not attempt to recruit candidate(s) for placement who are employed by a client company during the terms of their contract or for a period of at least one year from the date the contract was completed, unless the candidate(s) directly request the recruiter's assistance in seeking new employment.
  5. Direct mail, bulletins, and resumes of candidates presented to employer/clients shall represent bona fide candidates.
  6. In the absence of an agreement to the contrary, a recruiter shall not attempt to recruit for placement candidate(s) employed by a client company during the terms of their contract or for a period of at least one year from the date the contract was completed, unless the candidate(s) directly request the recruiter's assistance in seeking new employment.

## **Relations between Temporary Placement Services/Firms & Temporary Employees/Locum Tenens**

1. Employees/locum tenens shall be assigned to client companies for which a written or verbal job assignment has been given by the client company's representative.
2. Representations to employees/locum tenens about the duties, probable length, hours, salary, bonus, overtime and working conditions of temporary assignments shall be in conformance with the best knowledge of the service/firm.
3. Precautions shall be taken against referring temporary employees/locum tenens to any client who is known to engage in illegal or questionable business practices which might jeopardize the safety of the temporary employee/locum tenens.

4. Information about temporary employees/locum tenens shall be used only for the purpose of assigning the employee/locum tenens for temporary work. Confidential information shall be treated accordingly.
5. A temporary employee/locum tenens shall be aware of charges, if any, before being permitted to incur any obligation to the temporary service/firm.
6. No temporary employee shall be referred to any client where a strike or lockout exists (according to the best knowledge of the temporary service/firm) without being notified of such condition.
7. Employer financial and legal responsibilities to temporary employees/locum tenens shall be met in a timely manner.
8. Temporary services/firms shall not tolerate harassment of their temporary employees/locum tenens based upon an employee's sex, race, age, religion, American origin, disability, veteran's status or membership in any other protected class, whether the harassment is by coworkers, employees of clients or third parties. No retaliation shall be taken against any temporary employee/locum tenens who makes a complaint based upon a reasonable belief that any such harassment has occurred. When a temporary employee/locum tenens complains about any such harassment, the temporary service/firm shall promptly investigate the complaint, and take all reasonable steps to protect the employee from further harassment.

## **Relations between Temp Services & Clients**

1. A temporary employees/locum tenens candidate's experience and qualifications shall be stated as accurately and fully as possible to the extent requested.
2. A temporary employee/locum tenens shall be referred to the client for work assignment only with the prior verbal or written authorization of the client unless other specific arrangement has been made.
3. Confidential information relating to the business policies or practices of the client, which is imparted as an aid to the effective fulfillment of the job requirements, shall be treated accordingly.
4. Communications, written or verbal, with clients regarding temporary workers/locum tenens shall represent bona fide temporary employees/locum tenens candidates and their qualifications.

5. A temporary service/firm shall not induce a client company to breach any terms of any contract it might have with another temporary service. A temporary service/firm shall not induce an employee or prospective employee/locum tenens to breach any terms of any contracts he or she might have with another temporary service/firm.

## **Relations between Candidate Recruiting Firms, Clients, Candidates, Employees and Each Other**

1. Anyone who has a complaint about a candidate placement/personnel service should be directed to file the complaint with the Chairperson of the Ethics Committee of ACHCR by contacting ACHCR Headquarters.
2. ACHCR provides adequate means for assuring adherence by members to its Standards of Ethics. To further the effectiveness of these procedures, each member shall be responsible for bringing to the attention of the Association's Ethics Committee any violations of these standards. The Ethics Committee shall process any such complaint in accordance with its usual procedure, and, where the facts warrant it.
3. A member shall not in the course of advertising, public relations efforts, or any other activities engage in untrue, unfair or misleading criticism of any other candidate placement/personnel service firm.
4. All candidate placement/personnel service firms shall commit to ensure that the workplace is free from discrimination based upon sex, race, age, religion, American origin, non-job-related disability, veteran's status, or membership in any other protected class. Members of the association shall not knowingly violate any law prohibiting discrimination upon the basis of sex, race, age, religion, American origin, or non-job-related disability.
5. Candidate placement firms which enter into cooperative placement relationships with other Candidate placement firms shall comply in all respects with the terms of their agreement. Disputes between member firms arising out of cooperative placements shall be settled by binding arbitration in the state of the firm first lodging the complaint. Attorney fees will be added into the settlement for the prevailing party. Each party to the arbitration shall comply in full with the decision of the arbitrators.

## **Advertising**

1. Positions listed by candidate placement firms in newspapers or other media shall be factual and refer to bona fide openings available at the time that copy is given to these publications.
2. Temporary assignments/locum tenens assignments listed in newspapers or other media shall be representative of the types of openings actually available through the temporary service/firm.

## **Fees**

1. Adjustments and refunds of client fees shall be made in accordance with the agreement between the candidate recruiting firm and its client.

## **General**

Members shall cooperate with and permit at any time, complete and thorough investigation of an alleged violation of ethics or standards that tends to reflect on the business practices of the individual service and ACHCR, by the elected officer(s) or duly appointed committee of ACHCR and shall abide by decisions of the investigative committee.

Note: These standards of ethical practices are in no way to supersede or replace the requirements of local ordinances or state and federal laws.

## **ACHCR Standard Policy for Cooperative Placement (Split Fee) Relationships**

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% or 20%-80% split and 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.
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, 2<sup>nd</sup> 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 cooperating firm that provided the candidate fails to provide a replacement within the guarantee replacement term they must refund the fee income.)
6. Applicants referred to a cooperating agency are considered to be the property of the sending agency for a minimum of one year from the date of referral.
7. Cooperating agency on the applicant side agrees not to solicit a relationship with the Client of the cooperating agency for a minimum of one year from the date that a client is revealed to a cooperative partner.
8. Three-way splits between cooperative partners must be agreed upon in advance of submission to the third agency.
9. No information gained from a resume or CV may be shared with any third party or 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 first lodging the complaint. Attorney fees will be added into the settlement for the prevailing party.