

MPOPS Medical Staffing Exchange by medXcentral

MPOPS Medical Staffing Exchange Job Source Referral Fee Agreement

THIS MPOPS MEDICAL STAFFING EXCHANGE JOB SOURCE REFERRAL FEE AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 20__ (“Effective Date”), **by and between:**

***** PRINT LEGAL NAME - AND ADDRESS - OF YOUR COMPANY *****

and: Jim Canto, dba: medXcentral
located at; 11024 West 51st Terrace, Shawnee, KS 66203. (“**Medical Staffing Exchange**”)

RECITALS

WHEREAS; "JOB SOURCE" is a direct employer or staffing agency, recruiting firm, HR Consulting firm, independent recruiter or other type of entity providing permanent or contracted staffing services to clients, and/or to client agencies, by recruiting, and screening medical professionals for hire into open job requisitions (“JOB ORDER”); and

WHEREAS; The "Medical Staffing Exchange" provides "JOB SOURCE" the ability to search and author proposals (detailed job leads) to medical professionals (individually "CANDIDATE", collectively "CANDIDATES") as aggregated through The Candidate Network and the MPOPS Safe Job Search program, and whereas the "Medical Staffing Exchange" provides the ability for "JOB SOURCE" to post "JOB ORDERS" into the "Medical Staffing Exchange" service whereby they become discoverable by "CANDIDATES" through The Candidate Network's job search function and via other internet resources. When serving in this capacity, the "Medical Staffing Exchange" shall be referred to as the (“CANDIDATE SOURCE”); and

WHEREAS, the parties desire to enter into mutually beneficial arrangements (individually “ARRANGEMENT”, collectively “ARRANGEMENTS”) where the "JOB SOURCE" connects with medical professionals through the "CANDIDATE SOURCE" to fill "JOB ORDERS" where "JOB SOURCE" agrees to pay a referral fee to "CANDIDATE SOURCE" for each "ARRANGEMENT" resulting in the subsequent hiring "PLACEMENT" of "CANDIDATE" by or through "JOB SOURCE" or client of "JOB SOURCE".

NOW THEREFORE, "JOB SOURCE" and the "Medical Staffing Exchange" agree as follows:

1. "JOB SOURCE" shall be the sole negotiator with the client, and/or client agency, regarding the "JOB ORDER" and placement of "CANDIDATE" into said "JOB ORDER". If "JOB SOURCE" is not a direct employer and wishes to keep sensitive client information in a protected status, "JOB SOURCE" hereby understands that disclosure of such information through the online system provided by "CANDIDATE SOURCE" is optional and done at the sole risk and liability of "JOB SOURCE". "CANDIDATE SOURCE" does not manually screen each "CANDIDATE" and can not guarantee that unethical recruiters are not misrepresenting themselves as "CANDIDATES" to discover "JOB ORDERS" and "JOB SOURCE" contact information.
2. "ARRANGEMENTS" between the "JOB SOURCE" and "CANDIDATE SOURCE" can only be created by "JOB SOURCE" through the online proposal process offered by "CANDIDATE SOURCE". "JOB SOURCE" may submit unlimited proposals. Proposals submitted will become

"ARRANGEMENTS" once "CANDIDATE" determines the proposal interesting enough and authorizes "CANDIDATE SOURCE" to release contact information to "JOB SOURCE".

3. The "JOB SOURCE" shall bear sole liability for any and all acts, and omissions, negligent or willful, of candidate regarding "PLACEMENT" of candidate. "CANDIDATE SOURCE" is acting as a referral agent, not a staffing agency. Information submitted by "CANDIDATES" through the online system provided by "CANDIDATE SOURCE" is not manually verified by "CANDIDATE SOURCE". "JOB SOURCE" hereby agrees and understands that this new business model allows "CANDIDATE SOURCE" to provide access to "CANDIDATES" for referral fees many times lower than full service staffing agencies saving "JOB SOURCE" significantly over traditional supplemental staffing fees.

4. Each individual "ARRANGEMENT" shall remain in effect for the lesser of a period of 3 (Three) months, until "JOB ORDER" has been filled, or "PLACEMENT" is made.

5. If, at the end of a 3 (Three) month period, the "JOB ORDER" has not been filled, or "PLACEMENT" has not been made, the "JOB SOURCE" may draft a new proposal to renew the "ARRANGEMENT" for an additional 3 (Three) month period.

6. If the "JOB ORDER" is filled, but not under an "ARRANGEMENT" of the parties, no fee is due to the "CANDIDATE SOURCE" by the "JOB SOURCE".

7. If "PLACEMENT" is made under an "ARRANGEMENT" of the parties, then the "JOB SOURCE" shall pay the "CANDIDATE SOURCE" a referral fee pursuant to the appropriate Version of the Referral Fee Schedule attached hereto as "Schedule A".

8. "JOB SOURCE" shall notify "CANDIDATE SOURCE" if a "JOB ORDER" has been filled.

9. If a "CANDIDATE" has taken another full-time position or has asked to be taken off the market and then becomes available again within the initial 3 (Three) month period of the "ARRANGEMENT" between the parties, the "CANDIDATE" will be treated as an existing "CANDIDATE" pursuant to the original "ARRANGEMENT" unless a subsequent proposal is made and converts to a new "ARRANGEMENT".

10. If a "CANDIDATE" has taken another full-time position, or has removed their MPOPS Safe Job Search Profile from the available database, and then becomes available again **after** the expiration of the initial 3 (Three) month period of the "ARRANGEMENT" between the parties, the job seeker will be treated as a new "CANDIDATE" and a new proposal will need to be created.

11. If a "CANDIDATE" is received from "CANDIDATE SOURCE" and "JOB SOURCE" already has the "CANDIDATE" either directly or indirectly, "JOB SOURCE" **shall honor** the "ARRANGEMENT" between "JOB SOURCE" and "CANDIDATE SOURCE". "JOB SOURCE" shall not draft proposals and otherwise enter into "ARRANGEMENTS" where the "CANDIDATE" is not needed. "JOB SOURCE" hereby agrees and recognizes that "CANDIDATE SOURCE" referral fees are dramatically lower than traditional supplemental staffing fees and therefore a preexisting candidate clause is negated by the cost-per-hire savings offered through the pay-for-performance nature of this Medical Staffing Exchange Job Source Referral Fee Agreement and business model.

12. "CANDIDATE SOURCE" shall only provide "CANDIDATES" to "JOB SOURCE" under "ARRANGEMENT" between the parties.

a. Once "CANDIDATE SOURCE" forwards "CANDIDATE" contact information, "JOB SOURCE" may contact the "CANDIDATE" directly and recruit the "CANDIDATE" in accordance with the usual methods and recruiting practices of "JOB SOURCE".

- b. "JOB SOURCE" will talk with all candidates about a position before submitting their resume to a client to prevent multiple referrals of the same candidate to one client and/or client agency.
- c. Any candidate submitted under "ARRANGEMENT" for one "JOB ORDER" but placed into an alternate "JOB ORDER" shall be considered under "ARRANGEMENT" for purposes of "JOB ORDER" or "PLACEMENT" referral fees. "JOB SOURCE" agrees to draft a proposal creating a new, replacement "ARRANGEMENT" coinciding with the alternate "JOB ORDER" the "CANDIDATE" is being placed in.

13. "JOB SOURCE" shall keep "CANDIDATE SOURCE" apprised of activity and will inform "CANDIDATE SOURCE" of any pending interviews, offers and "PLACEMENTS". Failure to report "PLACEMENTS" can result in removal of "JOB SOURCE" from participation in The Medical Staffing Exchange.

14. Payments:
 "JOB SOURCE" shall pay "CANDIDATE SOURCE" in accordance with the JOB SOURCE REFERRAL FEE STRUCTURE attached hereto as "Schedule A" (Permanent Placement) and "Schedule B" (Travel Contracts and Per Diem Shifts). ("JOB SOURCE" Initials _____).

I, _____, a duly authorized agent of "JOB SOURCE" have read the above and agree to abide by the Referral Fee Schedule described in Schedule "A" as well as the methods described in this Agreement.

**AUTHORIZED medXcentral AGENT:
 AGENT:**

AUTHORIZED "JOB SOURCE"

 Signature of Authorized Agent

 Signature of Authorized Agent

Date: _____

Date: _____

 Printed Name of Authorized Agent

 Printed Name of Authorized Agent

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Job Source Referral Fee Structure - "Schedule A" (Permanent Placement)

Permanent Placements: "JOB SOURCE" will pay "CANDIDATE SOURCE" the appropriate referral fee as referenced by the column labeled "Annual Wage Range" as cross-referenced with the column containing the appropriate Guarantee Requested. ie; a "CANDIDATE" placed into a permanent position at an annual salary between \$50,000 and \$59,999, with a guarantee (recourse) of 60 days, will dictate "JOB SOURCE" owes "CANDIDATE SOURCE" a referral fee of \$1,650 due and payable within 5 business days after the Gurantee expires.

("JOB SOURCE" Initials _____) ("CANDIDATE SOURCE" Initials _____)

Annual Wage Range	No Guarantee	30 Day Guarantee	60 Day Guarantee	90 Day Guarantee	120 Day Guarantee
\$20,000 - \$29,999	\$375.00	\$500.00	\$750.00	\$1,000.00	\$1,250.00
\$30,000 - \$39,999	\$525.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00
\$40,000 - \$49,999	\$675.00	\$900.00	\$1,350.00	\$1,800.00	\$2,250.00
\$50,000 - \$59,999	\$825.00	\$1,100.00	\$1,650.00	\$2,200.00	\$2,750.00
\$60,000 - \$69,999	\$975.00	\$1,300.00	\$1,950.00	\$2,600.00	\$3,250.00
\$70,000 - \$79,999	\$1,125.00	\$1,500.00	\$2,250.00	\$3,000.00	\$3,750.00
\$80,000 - \$89,999	\$1,275.00	\$1,700.00	\$2,550.00	\$3,400.00	\$4,250.00
\$90,000 - \$99,999	\$1,425.00	\$1,900.00	\$2,850.00	\$3,800.00	\$4,750.00
\$100,000 - \$109,999	\$1,575.00	\$2,100.00	\$3,150.00	\$4,200.00	\$5,250.00
\$110,000 - \$119,999	\$1,725.00	\$2,300.00	\$3,450.00	\$4,600.00	\$5,750.00
\$120,000 - \$129,999	\$1,875.00	\$2,500.00	\$3,750.00	\$5,000.00	\$6,250.00
\$130,000 - \$139,999	\$2,025.00	\$2,700.00	\$4,050.00	\$5,400.00	\$6,750.00
\$140,000 - \$149,999	\$2,175.00	\$2,900.00	\$4,350.00	\$5,800.00	\$7,250.00
\$150,000 - \$159,999	\$2,325.00	\$3,100.00	\$4,650.00	\$6,200.00	\$7,750.00
\$160,000 - \$169,999	\$2,475.00	\$3,300.00	\$4,950.00	\$6,600.00	\$8,250.00
\$170,000 - \$179,999	\$2,625.00	\$3,500.00	\$5,250.00	\$7,000.00	\$8,750.00
\$180,000 - \$189,999	\$2,775.00	\$3,700.00	\$5,550.00	\$7,400.00	\$9,250.00
\$190,000 - \$199,999	\$2,925.00	\$3,900.00	\$5,850.00	\$7,800.00	\$9,750.00
\$200,000 - \$209,999	\$3,075.00	\$4,100.00	\$6,150.00	\$8,200.00	\$10,250.00
\$210,000 - \$219,999	\$3,225.00	\$4,300.00	\$6,450.00	\$8,600.00	\$10,750.00
\$220,000 - \$229,999	\$3,375.00	\$4,500.00	\$6,750.00	\$9,000.00	\$11,250.00

\$230,000 - \$239,999	\$3,525.00	\$4,700.00	\$7,050.00	\$9,400.00	\$11,750.00
\$240,000 - \$249,999	\$3,675.00	\$4,900.00	\$7,350.00	\$9,800.00	\$12,250.00
\$250,000 - \$259,999	\$3,825.00	\$5,100.00	\$7,650.00	\$10,200.00	\$12,750.00
\$260,000 - \$269,999	\$3,975.00	\$5,300.00	\$7,950.00	\$10,600.00	\$13,250.00
\$270,000 - \$279,999	\$4,125.00	\$5,500.00	\$8,250.00	\$11,000.00	\$13,750.00
\$280,000 - \$289,999	\$4,275.00	\$5,700.00	\$8,550.00	\$11,400.00	\$14,250.00
\$290,000 - \$299,999	\$4,425.00	\$5,900.00	\$8,850.00	\$11,800.00	\$14,750.00
\$300,000 - \$309,999	\$4,575.00	\$6,100.00	\$9,150.00	\$12,200.00	\$15,250.00
\$310,000 - \$319,999	\$4,725.00	\$6,300.00	\$9,450.00	\$12,600.00	\$15,750.00
\$320,000 - \$329,999	\$4,875.00	\$6,500.00	\$9,750.00	\$13,000.00	\$16,250.00
\$330,000 - \$339,999	\$5,025.00	\$6,700.00	\$10,050.00	\$13,400.00	\$16,750.00
\$340,000 - \$349,999	\$5,175.00	\$6,900.00	\$10,350.00	\$13,800.00	\$17,250.00

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Job Source Referral Fee Structure - "Schedule B" (Travel Contracts and Per Diem Shifts)

Travel, W2 and 1099 Contracts as well as Per-Diem/Shift work: "JOB SOURCE" will pay "CANDIDATE SOURCE" the appropriate referral fee as referenced by the column labeled "Annual Wage Range" as cross-referenced with the column labeled "Travel or Contract" or "Per-Diem/Shift" as applicable. ie; a "CANDIDATE" placed into a Travel, Contract or Per-Diem position with an annual wage equivalent between \$50,000 and \$59,999 will dictate "JOB SOURCE" owes "CANDIDATE SOURCE" a referral fee of \$333.33 **PER MONTH (Travel)** or, \$33.33 **PER PER-DIEM SHIFT WORKED** due and payable upon the 15th of each month for the preceding month. Under no circumstances will the "CANDIDATE SOURCE" become the Employer of Record.

("JOB SOURCE" Initials _____) ("CANDIDATE SOURCE" Initials _____)

Annual Wage Range	Monthly Referral Fee for Travel	Per Shift Fee for Per Diem
\$20,000 - \$99,999	\$333.33	\$33.33
\$100,000 - \$199,999	\$433.33	\$43.33
\$200,000 - \$299,999	\$533.33	\$53.33