



AGREEMENT for DIRECT HIRE

This is our standard fee agreement and is a contingency Agreement (“Agreement”) made and entered into this ___ day of _____, 20___; by and between **Pinnacle Staffing Solutions, Inc.** (hereby referred to as Agency), and _____ hereby referred to as Client).

- 1.) **FEE.** Client has engaged **Pinnacle Staffing Solutions, Inc.** to recruit HEALTHCARE PROFESSIONALS. In the event the Client hires a Professional referred by Agency, Client agrees to pay a Fee of: **20% of the first year’s annual base salary.**
- 2.) **BILLING.** Client will pay the fee to the order of Pinnacle Staffing Solutions at 2559 Nursery Rd, Suite B, Clearwater, FL 33764, as follows: 100% of above fee within ten (10) calendar days following Professional’s first day of employment for Client. A 15% late fee will be assessed if the Fee is not received by the due date.
- 3.) **GUARANTEE.** If the Professional hired by Client fails to meet the Client’s requirements and is terminated or voluntarily leaves Client’s employ within **60 days** of employment, Agency will recruit a replacement Professional at no additional charge to Client; provided the total fee has been paid per the payment terms outlined above and Agency has been notified in writing to the above address, within 5 days of the Professional’s termination.
- 4.) **OWNERSHIP.** Professionals submitted to Client by Agency will be conclusively presumed to have been introduced to the Client by Agency unless the Client notifies Agency in writing and provides documentation that the Client already has the resume for this Professional, within twenty-four (24) hours of initial presentation. If a Professional submitted by Agency enters into a Service Relationship with Client or any affiliated centers or third parties within (2) two years from submission date or from the date of last contact, whichever is later, the full fee is due and payable to Agency.
- 5.) **TRAVEL EXPENSE.** Client will pay all costs incurred in interviewing out-of-town Professionals.
- 6.) **CONFIDENTIALITY.** The Professional’s information: curriculum vitae, resume, profile, reference information and contact information are solely for the use of the hiring authority of the Client and shall be held in the strictest confidence and may not be divulged to third parties or any outside parties.
- 7.) **REFERENCE** information has been obtained by Agency from sources believed to be reliable; however, because of the possibility of human error or less than full disclosure or

misrepresentation of facts by these sources or others, Agency does not guarantee the accuracy, adequacy or completeness of any information, and is not responsible for any errors or omissions or the results obtained from the use of such information. Agency disclaims personal knowledge of facts or information obtained on any professional and makes no warranties either expressed or implied.

- 8.) **LITIGATION.** In the event of litigation arising out of the failure of either party to comply with the terms of this Agreement, Agency requires 1 day mediation prior to filing, after which the non-prevailing party will pay all expenses, including a reasonable attorney’s fee, incurred by the other party because of this failure.
- 9.) **INDEMNIFICATION.** Client will indemnify Agency against any claims arising out of or related to Client’s workplace, including but not limited to workplace safety, discrimination and harassment.
- 10.) **DIVERSITY.** Agency is an equal opportunity Agency and is committed to providing equal opportunity in all practices, which affect Professionals and applicants for employment. Agency will ensure that decisions affecting Professionals are made without regard to race, color, religion, sex, national origin, age, disability or any other protected status. This policy is administered in accordance with federal laws (including, but not limited to Title VII of the Civil Rights Act of 1964, as amended, Age Discrimination in the Employment Act of 1967, as amended, Equal Pay Act of 1963, as amended, Americans with Disabilities Act of 1990, as amended) and all other applicable state or local law prohibiting discriminatory acts.
- 11.) **DEFINITIONS.** Applicable to this agreement: “Professional” means a person directly referred to Client by Agency. “Refer” means the disclosure by Agency of the identity of a Professional either orally or in writing. “Service Relationship” means Client’s engagement of services of the Professional in any capacity.
- 12.) This **AGREEMENT** will be construed according to governed by the laws of the State of Florida, without regard to the State’s conflicts of law principles. This Agreement contains all agreements of the parties relating to the subject matter hereof and will not be amended or modified except by an agreement in writing executed by all parties hereto; executed and effective as of the Effective Date.

CLIENT
By: _____
Name: _____
Title: _____

AGENCY: **PINNACLE STAFFING SOLUTIONS, INC.**
By: _____
Name: _____
Title: _____

Please email executed copy to admin@pinnaclestaffingsolutions.org or fax to 727-725-9584, Thank you!