



Health Actuary Search, Inc.
P.O. Box 102
Coeur d'Alene, ID 83816-0102
Toll-free 866-529-2159
Fax: 208-664-5350

Gold Level Fee Agreement and Warranty

This agreement details the independent contractor obligations of **Health Actuary Search, Inc.** to warranty the permanent placement of Candidate on behalf of _____ for Requisition # _____ and the payment obligations of _____ in return for the placement and warranty of Candidate.

All references to "days" indicate calendar days.

- (1) The placement fee due **Health Actuary Search, Inc.** is *twenty-five* percent of the annual base salary of the referred hiree.
- (2) **Health Actuary Search, Inc.** provides the following 90-day warranty for any permanent placement we make under the terms of this agreement:
First Thirty (30) Days: Should a referred hiree be terminated or voluntarily leave during the first 30 days of employment, we will attempt to find a replacement that is acceptable to your company. If we are unsuccessful in replacing the hiree within an agreed upon time-frame, the full amount of the fee will be refunded, subject to conditions described in section (3) below.
Next Sixty (60) Days: Our fee due for days 31-90 of the hiree's employment will be computed by A) taking the total fee from (1) above and dividing it by 90; B) adding together 1/90th of the total fee for each day of employment, beginning with the hiree's start date and continuing up to and including the last day of employment. If the hiree leaves during this period, we will replace that person or refund the balance subject to conditions described in section (3) below.
- (3) **Health Actuary Search, Inc.** is entitled to all fees described in (1) above if either of the following conditions exist during our 90-day warranty period:
 - a) The hiree is terminated due to a reduction in force, or
 - b) The specific position, department, or project for which the hiree was employed is eliminated after hiree's start date.
- (4) To put the warranty into effect:
 - a) Your company must inform us through normal business channels within five days of hiree's termination; and
 - b) Payment terms are net 30 days, beginning from the hiree's start date. Thus, full payment is to be received at the billing address within 30 days of the hiree's start date.

This Agreement shall be governed in accordance with the laws of the State of Idaho without regard to its conflict of laws principles. If legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief to which that party may be entitled.

Signature

Title

Printed Name

Date

Authorized Party for _____

Billing Name and Address: _____

Signature

Title

Printed Name

Date

Authorized Party for **Health Actuary Search, Inc.**

If these terms are clear and acceptable, please fax your signed copy to 208-664-5350.