

HTH RESIDENT ROAD SHOW
SINGLE PAYMENT AGREEMENT

This Single Payment Search Agreement ("Agreement") between _____ ("Client") and Pinnacle Health Group, LLC ("Pinnacle") is signed on this date, 04th day of March 2016, to conduct a healthcare provider ("Provider") search and present to Client candidates to hire. Client and Pinnacle agree to the following terms and conditions with respect to the provider search.

I. Pinnacle agrees to:

- A. Conduct a search assessment ("Community Profile") prior to search activity to establish a plan and strategy for success.
B. Design and implement a customized Sourcing Campaign ("Sourcing Campaign") using the most effective and efficient methods of reaching targeted Provider candidates ("Candidates") to introduce Client's opportunity.
C. Screen Candidates to establish genuine interest levels based on Client's specific parameters and verify qualifications and references through initial background check prior to on-site interview.
D. Coordinate Candidates' on-site interviews and personally interview Candidates, if appropriate, when requested in writing by Client.
E. Maintain confidentiality regarding information furnished by Client.
F. Assist in finalizing agreement between Client and Candidate, and if requested in writing by Client, assist with relocation and licensure.

II. Client agrees to:

- A. Provide to Pinnacle information regarding the practice opportunity, community lifestyle, and proposed agreement between Client and Candidates.
B. Reimburse Pinnacle for all Candidate and spouse interview expenses as well as all pre-approved out-of-pocket expenses including but not limited to, AMA checks, reference checks, travel expenses related to the Community Profile.
C. Keep confidential and not reveal to third parties the identities of any Candidates to whom offers are not made.
D. Pay to Pinnacle a Professional Fee that totals \$25,000 when an agreement is reached, either verbally or in writing, between Provider and Client, or anyone affiliated with Client.

III. General Provisions:

- A. Client and/or Pinnacle may terminate this Agreement at any time upon furnishing a written notice of termination and upon full payment of all unpaid fees and expenses accrued through the date of termination.
B. Pinnacle will provide one (1) replacement search for the same specialty should Candidate not report to work or leave his/her medical practice for any reason (other than Client's conduct) within ninety (90) days of start date.
C. Client agrees to pay to Pinnacle an additional Professional Fee (Section II D) if any Provider Candidate or Candidates Provider Spouse through Pinnacle's efforts becomes in any way associated with client.
D. Client agrees to hold Pinnacle harmless and in no way relies upon and acknowledges that Pinnacle has made no representation regarding the qualifications, abilities, skills, or suitability for employment of Candidates.

For: Client

For: Pinnacle

Client _____ Date _____

By _____

Address _____

Title _____

City, State, Zip _____

Date _____ Rev 11/12