PINNACLE HEALTH GROUP

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. Pinnacle will not discriminate and will present all qualified candidates.
- 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. Client will expeditiously consider all Candidates presented by Pinnacle and conduct its own evaluation and investigation of the Candidate's qualifications, abilities, skills, and suitability for employment or other business relationship.
- B. Reimburse Pinnacle for all Candidate and spouse interview expenses as well as all <u>pre-approved</u> 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. If Candidate associates with a third party because of Client, then Professional Fees ("Professional Fees") equal to Section II D will be owed by Client to Pinnacle.
- 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. Invoices are payable within fifteen (15) days of invoice date and all unpaid amounts will be subject to a service charge of one and a half percent (1½%) per month. Any controversy or claim arising out of or relating to interpretation, enforcement or breach of this Agreement shall be resolved by binding arbitration in accordance with Commercial Arbitration Rules for the American Arbitration Association. Arbitration hearings shall be held in Atlanta, Georgia. If Pinnacle Health Group, LLC prevails, CLIENT agrees to pay for reasonable expenses, including attorney's fees. This paragraph shall be specifically enforceable. The award rendered by the arbiter(s) may be entered and enforced in any court of competent jurisdiction.

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. This Agreement shall continue in effect until written termination by either of the parties hereto pursuant to the terms and conditions hereof.
- 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. No additional Professional Fees will be due for the replacement search.
- 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. If client chooses to do a Locum Tenens, Pinnacle will be reimbursed competitive Locum Rates for that term. This provision shall survive the termination of this Agreement for one (1) year.
- 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. Client understands and agrees that Client's sole and exclusive remedy for breach of this Agreement by Pinnacle is the refund of any monies already paid by Client to Pinnacle under this Agreement. Client hereby waives all other claims against Pinnacle in any way related to this Agreement including, but not limited to, any claim for consequential damages or lost profits.

For: Client		For: Pinnacle	
Client	Date	Ву	
Address		Title	
City, State, Zip		Date	Rev 11/12