



## Physician Services Contract

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Mad River Community Hospital (hereinafter called "Client" and \_\_\_\_\_ (hereinafter called "Search Firm").

- I. Mad River Community Hospital (Client) hereby engages the Search Firm, and the Search Firm hereby agrees to present candidates to Client in accordance with the terms and conditions set forth below.
- II. This agreement may be canceled at any time by either party with a written notice.
- III. The Search Firm agrees to:

Thoroughly screen potential candidates and present these candidates to the Client that matches the client profile.

Verify candidate's current and previous practice experience, and check at least two (2) professional references [unless requested otherwise by Client] to ensure a qualified and motivated physician, before the candidate's onsite visit to the Client.

Guarantee the candidate that accepts the position offered by Mad River Community Hospital or the group/ physician that the hospital is representing, for up to, but not exceeding six (6) months. If the physician does not complete six (6) months, the Search Firm will replace the candidate with another qualified individual at no additional cost, provided that such termination was not the result of the financial status of the hospital, downturn in business, or any reorganization by the hospital or practice structure.

- IV. Client agrees to:

Respond within 48 hours or two (2) business days to a submittal of candidate by Search Firm.

Review, in detail, the practice opportunity and the community profile with the Search Firm before any candidate submittal or onsite interview. If any of the parameters of the search change, such as practice structure or financials, that the client inform the Search Firm.

Inform the Search Firm of any prior presentation of the same candidate through another company within 96 hours. If the candidate has been presented to the client previously, the Search Firm will not pursue the candidate on behalf of the Client. Candidates presented through the Search Firm shall be deemed candidates of the Search Firm for a period of twelve (12) months from the date of introduction to the Client. In the event of a dispute between the Search Firm and the Client, the Search Firm and the Client agree to utilize the procuring cause from the National Association of Physician Recruiters, which states: "The entity that sets in motion a continuous series of events culminating in a placement is entitled to recover the Placement Fee."

Update the Search Firm on any and all communication with the candidate, including e-mails, telephone calls, video conferencing and any information regarding a community visit.

Be responsible for all pre-approved interviewing expenses associated with the candidate's site visit.

V. Completion Fees:

If a primary physician candidate, presented to the Client by the Search Firm, is extended a contract and such a candidate accepts the contract, a placement fee of \$ 17,000.00 shall be paid to the Search Firm by the Client.

If a specialty physician candidate, presented to the Client by the Search Firm, is extended a contract and such a candidate accepts the contract, a placement fee of \$ 20,000.00 shall be paid to the Search Firm by the Client.

The placement fee will be paid one-half (50%) upon the signed agreement of the Search Firm's referred physician, including completion of hospital privileging and assigned new Medi-Cal/ Medicare billing numbers. The second half (50%) is due on the day physician commences his/ her practice including active staff privileges. If the physician's contract is terminated during the first ninety (90) days, the Search Firm agrees to refund one-hundred percent (100%) of the placement fee. The Search Firm and Client agree that disputes which arise will be governed according to California State Law, venue Humboldt County, CA and resolved through the American Arbitration Association.

VI. For a Physician Assistant/ Nurse Practitioner (PA/ NP) a placement fee of \$ 9000.00 shall be paid within fourteen (14) days of the signed contract. Payment Schedule will be the same as in article V "Completion Fees" above.

VII. Locum or Working Interview clause:

If Client decides to hire candidate submitted by the Search Firm as a Locum, for any reason or length of time, Client agrees to pay a minimum of thirty-five percent (35%) of the total fee which is not to exceed \$ 10,000.00.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement, effective the date first about written.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Client

\_\_\_\_\_ (signature)

\_\_\_\_\_ (print name)

Representative of Client

Date: \_\_\_\_\_