



6060 North Central Expressway, Suite 658
Dallas, TX 75206
www.ironsidehr.com

Ironsides Human Resources agrees to conduct search services on behalf of **Northeastern Health System**
Searches will be for all **positions** as designated by client for one year from date of signature by client.

This is a non-exclusive search agreement and there are no limits on the number of positions CLIENT lists with Ironsides Human Resources

I. Ironsides Human Resources agrees to:

1. Conduct a complete practice/community profile in order to secure the information necessary to effectively represent the CLIENT's opportunity.
2. Give access to a candidate advertising campaign to attract candidates to client's opportunity.
3. Interview and screen candidates to determine compatibility with CLIENT opportunity.
4. Present the opportunity and conduct an initial reference and preliminary background check authorized by the interviewing candidate.
5. Coordinate travel logistics for the candidate and spouse prior to the on-site visit.
6. Provide follow up communication to CLIENT and candidate following on-site visit/interview.
7. Assist with relocation through CLIENT as requested by CLIENT.

II. CLIENT agrees to:

1. Pay Ironsides Human Resources the placement fee according to fee schedule below:

- \$8,000 - All non-physician positions
- \$18,000 - Physicians – all specialties

2. The placement fee is paid upon start date of placed candidate. JB (Client's Initials).

III. GENERAL PROVISIONS:

1. **REPLACEMENT CLAUSE/GUARANTEE:** Should the recruited Candidate not report to work or resign the position, within **ninety days (90)** after start date, Ironsides Human Resources will reactivate the search for a replacement Candidate. To exercise this clause, CLIENT need only request the replacement search in writing within thirty days (30) of the initial candidate's separation. The replacement search must be for the same specialty at the same location as the initial search and will be extended for twelve months from the date of the request. All invoices, including placement fee, must be paid at time of request.
2. CLIENT agrees to pay Ironsides Human Resources a professional fee of \$8,000 if during the twelve months following the termination of this Agreement, CLIENT fills the search with any Candidate who was presented or became aware of the need through the efforts of Ironsides Human Resources.
3. **This agreement is non-exclusive.** The term of this Agreement shall be for twelve months from the date CLIENT signs this Agreement. Search may be placed on hold or terminated by CLIENT and/or Ironsides Human Resources by providing either party with written notification and payment of all invoices billed or accrued through the date that either party receives notification. Subscription Fee is payable (30) thirty days after signature of this agreement. Placement fees and all other invoices are payable within thirty (30) days after candidates start date. Failure to pay invoices per the terms set forth in this agreement shall void the guarantee and replacement clause outlined under General Provisions 1 & 2. JB (Client's Initials)
4. **Mutual Indemnification** -To the maximum extent permitted by law, Client and Ironsides Human Resources each agree to defend, indemnify and hold harmless the other party, its directors, officers and employees from and against any and all losses, claims, demands, costs, damages, liabilities, joint and several, and expenses of any nature (including attorney's fees) incurred by the other party in connection with any and all claims, demands, actions, suits, arbitrations or proceedings in which the other party may be involved, caused by any act or omission of the indemnifying party to this Agreement. Nothing contained herein shall preclude an action between the parties to this Agreement based on a breach of this Agreement. Such liability as Client or Ironsides Human Resources does retain shall be limited to the amount paid under this Agreement.
5. This Agreement shall be governed by the laws of the state of ~~Texas~~, notwithstanding choice of law principles. This Agreement is to be performed in ~~Dallas County, Texas~~, and exclusive jurisdiction and venue of any dispute relating to this Agreement will be in such county.

Client

By JB

Name JAMES BERRY

Title EXECUTIVE VP

Date November 13, 2020

Ironsides Human Resources

By _____

Name Doug Carter

Title Managing Partner

Date November 13, 2020