

## **Sample Four: Contingency Client Contract**

### **PHYSICIAN RECRUITMENT SEARCH FEE AGREEMENT**

YOUR FIRM NAME agrees to provide recruitment services for the below referenced "Client" and, use our best efforts to:

- a) identify physician candidates who meet client's communicated standards and staffing needs;
- b) present to client, referred candidates curriculum vitae for consideration;
- c) assist client in scheduling interviews with referred candidate as required;
- d) debrief client after interview and provide follow-up information, and
- e) otherwise cooperate with the client and assist in its efforts to attract qualified physician candidates.

Client shall have no obligation to employ any candidates referred by YOUR FIRM NAME. In the event client and/or affiliated company of client, employs a physician referred by YOUR FIRM NAME, in any capacity (including consulting) within one (1) year from the date of such referral, client shall pay YOUR FIRM NAME a placement fee of \_\_\_\_\_ Thousand (\$\_\_\_\_\_) Dollars payable as follows: ½ \_\_\_\_\_ Thousand (\$\_\_\_\_\_) upon physician contracting with your group and the balance due upon the physician start date. Out-of-pocket expenses are paid by the Client and are not applied against the recruitment fee. Out-of-pocket expenses are for direct mailings, physician lists and advertising. No Out-of-pocket expenses will be incurred without prior approval by the Client.

If the candidate referred and hired resigns and vacates their position during the first ninety (90) days of employment for any reason, other than death, medical disability or unilateral alteration of the contract by the client, YOUR FIRM NAME will replace such physician upon client's request at no additional costs, other than out-of-pocket expenses, if any. The guarantee of physician replacement shall be contingent upon the payment of the above fee arrangement within fifteen (15) days from the final invoice date.

In the event it becomes necessary for YOUR FIRM NAME to institute any action hereunder, whether to collect any amount due hereunder or otherwise, whether by suit or otherwise, Client shall be liable for the costs and reasonable attorney's fees (through and including appellate level) incurred by YOUR FIRM NAME for such collection. All amounts not paid by client when due shall bear interest at the rate of 1.5% per month.

Client agrees not to publish, disclose or use, on his own behalf or on behalf of any third party, any confidential information or trade secrets related to YOUR FIRM NAME's business, without the prior written authorization of YOUR FIRM NAME. Client further agrees not to take any action whatsoever, whether directly or indirectly, which has the effect of circumventing YOUR FIRM NAME's rights to the fee herein referred.

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YOUR COMPANY

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CLIENT

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DATE

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DATE