

HCRC STAFFING
321 Valley rd
Merion Station PA 19066
800-472-9060
Fax 800-263-1547

THIS RECRUITMENT AGREEMENT (the "Agreement") is entered into as of 1/12/19 by and between HealthCare Recruitment Counselors, LLC ("HRC") and Torri Fair(Client)

1. Engagement. The Client, engages HRC, which is a Pennsylvania LLC engaged in the business of providing staffing services, as of the date hereof, on an independent contractor basis, upon the terms and conditions in this Agreement, and HRC accepts such engagement to provide staffing services to Client.

2. Terms:
 - 2.1 HRC shall identify, locate, and present to Client candidates to fill the positions specified by Client ("Candidates"), after HRC receives this Agreement signed by Client. "Candidate" shall be construed as any Healthcare provider, professional, technician, or other appropriate candidate presented to Client by HRC.

 - 2.2 In the event a Candidate presented by HRC is hired, HRC shall present replacement Candidates to Client if the Candidate hired is terminated for cause within 60 days after Client hires such Candidate. HRC will proceed in good faith to attempt to find a suitable replacement candidate at no extra cost to Client. This paragraph shall not apply to the extent the terminated Candidate was "laid off" or terminated for any reason not related to competency and/or behavior. Replacement of candidate will be for the same office, location, specialty and profession. If payment is not paid on time then replacement guarantee will be void.

 - 2.3 Client shall indemnify and hold HRC harmless for any injuries, damages or claims in connection with providing services to Client. This indemnification includes any legal fees and court costs which HRC may incur as a result of any legal action in connection with any such injury, damage or claim. HRC is not responsible for any problems Client may have regarding collections relating to the services provided by HRC Candidate.

 - 2.4 HRC screens all Candidates to determine if they will be a good match for Client. Once determined, HRC will send to client the name of the candidate only and no contact information. This gives client the opportunity to let HRC know if they are already working with candidate. If client gives HRC permission to forward candidates CV/resume then this is deemed to be an HRC referral and if hired payment will be due per section 3. Client shall have sole discretion to establish the minimum qualifications necessary. HRC shall not be held liable for any inaccuracies, deficiencies, ineptness, or negligence on the part of any Candidate. HRC does not perform any background checks on candidates. Client assumes all responsibility to

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perform background checks, license checks and malpractice history, and any other due diligence with respect to the Candidate.

3. Compensation.

3.1 Compensation. For all services rendered during the term of this Agreement by HRC, HRC shall be entitled to the fee(s) set forth in schedule A where Client hires in any capacity or position as an employee, consultant, or independent contractor any Candidate presented by HRC:

Client will pay HRC gross compensation equal to a flat rate: see schedule A

All fees in schedule A are for both full and/or part-time. All fees are USD.. All past due accounts will accrue interest at the rate of 1.5% per month (18% per annum) and billed on a monthly basis.

Payment is due and payable on or before the candidates 1st day of hire. **HRC will automatically bill the credit card on file on the candidates hire date and client agrees that HRC has the permission to do so.**

To the extent no Candidate is hired, this Agreement may be terminated upon written notice of Client. If within a period of one year following Client's termination of this Agreement, Client hires any Candidate presented to it by HRC, Client agrees HRC will be entitled to its fee as set forth herein.

3.2 Termination of Candidates. If the employment of a Candidate terminates client will remain liable for the full compensation due to HRC under this Agreement for with respect to the terminated Candidate.

4. Miscellaneous

4.1 Applicable Law. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania. Any cause of action arising out of the relationship of the parties to this Agreement shall be brought in a court of competent jurisdiction in Philadelphia County, PA.

4.2 If HRC employs the services of a collection agency and/or an attorney for the enforcement of any of the provisions of this Agreement, including collection of compensation due, Client will reimburse HRC for all attorneys' fees, collection fees, and costs incurred in such action, through all levels of appeal, including interest on such fees and costs at the statutory rate..

4.3 Indemnification: Client agrees to indemnify and hold HRC, its officers agents, and employees harmless from and against all liabilities, damages, losses, actions, causes of action, costs, and expenses including attorney fees, whether relating to property of

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Credit Card Authorization Form

Today's date: 1 / 12 / 19

I: Myrtle Beach Spine Center Pa
Signed by Torri Combarcofa, VP

As the Individual card holder, I hereby authorize this card to be used for the final payment of candidates hired.

Credit Card Information:

Name as it appears on the Card:

Myrtle Beach Spine Center, Pa

Type of Card: VISA MASTERCARD DISCOVER AMERICAN EXPRESS

Credit Card Number 4339 9314 2732 2466 Expiration Date 03/21

Security Code BACK of Visa OR Master Card: (3 digits) 188

Security Code FRONT of Amex Card: (4 digits) _____

Credit Card Billing Address: Street: 579 Caribou Trail

City: Myrtle Beach State: SC Zip Code: 29588

Telephone: 843 236 9090

Cardholder or Company Representatives Signature: _____

SIGN HERE

Date: 1/12/19

I hereby authorize this card to be used for final payment of candidates hired

Please sign again for future authorization:

_____ **SIGN HERE**

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Client, or any third party, or to personal injury, death, malpractice, or any other action at law.

4.4 This is the full, final, and complete integrated agreement of the parties, superseding all prior agreements. No amendment or modification to this agreement may be made unless signed by the party against whom enforcement is sought.

4.5 This Agreement may be signed in counterparts.

4.6 Confidentiality. Client acknowledges that, as part of HRC's performance with this contract, Client will be provided with confidential information regarding candidates who have contracted with HRC, including MD, DC, PA, NP, and PT candidates. The Candidate Confidential Information includes, but is not limited to, the candidates' personal contact information, including address, telephone, and email information. Client hereby agrees that it will not use the Candidate Confidential Information for any reason other than in connection with Client's efforts to evaluate candidates for hire in Client's business. Client further agrees that it will under no circumstances share with any other individual or entity the Candidate Confidential Information, including the name and contact information of the candidates and prospective candidates introduced to Client by HRC. To the extent client shares any Candidate Confidential Information with a third party without HRC's prior consent and said candidate enters into an agreement of employment with the third-party, Client shall be obligated to pay to HRC a staffing fee in an amount equal to the staffing fee enumerated in this Agreement. This remedy shall be in addition, and not exclusive, to any other remedies that HRC may be entitled to by law.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed as of the day and year first above written. Signatures received by Fax shall be deemed as original signatures.



Healthcare Recruitment Counselors LLC

By: Brian Torchin

~~Torri Fair~~ Myrtle Beach
Sano Center PA

By:

Sign: _____ 
Torri Combarosa
Vice President

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Schedule A: payment

MD/DO/DDS/DMD/DPM/ND \$8,500 plus applicable sales tax per candidate hired

PA/NP/ \$6,500 plus applicable sales tax per candidate hired

Physical therapist/OT, \$7,000 plus applicable sales tax per candidate hired

PTA/OTA, \$4,000 plus applicable sales tax per candidate hired

Chiropractors \$3,500 plus applicable sales tax per candidate hired

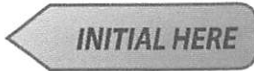
Acupuncture, \$3,500 plus applicable sales tax per candidate hired

X Ray & ultrasound techs \$4,000 plus applicable sales tax per candidate hired

Office managers/ Schedule Assist/Medical /Dental assistants, front desk, sales reps,
billing and all NON medical staff \$3,000 plus applicable sales tax

Medical Lab Tech/Esthetician/Massage therapists \$3,000 plus applicable sales tax

Initial here: _____



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