



April 07, 2017

Letter of Engagement

This agreement between Trinity Health at Home (Trinity Health) located at 17410 College Pkwy #150 Livonia, MI 48152 (CLIENT) and FSR, LLC (FSR), 2200 Somerville Rd., Suite 300, Annapolis, MD 21401, is to conduct an exclusive retained search for the position of Clinical Manager-South Michigan. This letter sets forth the terms under which FSR will provide retained search services to Trinity Health.

FSR agrees to:

- a. Interview key stakeholders of Trinity Health for the purpose of developing a Position Profile with the specifications and requirements of the position. All proprietary information gained in these meetings will be kept in strictest confidence. We may travel onsite to meet specific stakeholders identified by the company, and conduct any additional interviews by phone if needed.
- b. Identify, recruit, and evaluate candidates whom FSR believes will meet the specifications provided by Trinity Health.
- c. Screen candidates and conduct face-to-face and telephone interviews to determine their technical competence, general character traits and compatibility with Trinity Health's senior management team.
- d. Use all efforts to identify critical areas of performance and traits indicated in the Position Profile. Our review will entail in-depth conversations with the candidate and with references provided by the candidate or those who are known to us to have relevant information concerning the candidate.
- e. Conduct referencing of top candidates. We will include meetings and conversations with prior and current superiors, peers, subordinates and/or persons who have had professional relationships with the candidates.
- f. We will utilize the Birkman assessment to understand how our final candidate will relate to the people around them through their communication style, workplace behavior and strengths. We will then present the information gathered in a comprehensive report to Trinity Health.
- g. Assist you in the selection process and in the development and presentation of an offer.

If a placed candidate resigns or is released by company for performance-related issues during the first twelve months of his/her employment, FSR, if notified within 30 days of the departure, will conduct a new search to replace the candidate for no additional fee (charging only expenses as incurred). This is valid only if each invoice is paid within the parameters set forth below. This guarantee excludes candidates who leave for reasons other than job performance, such as a change in ownership, organizational realignment and/or restructuring that shifts the level of responsibility from the original job description and/or results in material changes to the job description originally portrayed to the candidate at time of hire.

**Trinity Health agrees to:**

- a. Appoint FSR as the exclusive recruiter for the position and facilitate the process by:
  - Furnishing a job description or general outline of duties and responsibilities
  - Providing FSR a complete and timely evaluation of candidates presented
  - Being responsive to inquiries from FSR and reasonable in the accommodation of schedules to ensure a timely interview process
  - Maintaining confidentiality and agreeing not to verify credentials on any candidate without first notifying FSR
- b. Pay FSR a fee equal to 20 percent (20%) of the anticipated initial annual compensation for position, including signing and/or annual bonus. Our professional fees are invoiced in three installments. The first installment will be one-third of the fee and will be invoiced upon the execution of this agreement and due within seven business days. As soon as we receive the first payment, we will begin the executive search process. The second installment will be one-third of the fee and will be invoiced 30 days after the execution of this agreement. The third installment will be the remaining balance of the fee and will be invoiced upon successful completion of the search, which is defined as the successful candidate's acceptance of the offer. Our final invoice will incorporate any adjustments based upon the total base compensation and any estimated bonus listed in the offer letter for the position filled. All invoices are due upon receipt by company. If not paid within 30 days of company's receipt of invoice, a late fee of one percent of the invoice amount will be added. In addition to the fee, FSR will invoice for out-of-pocket expenses incurred during the search process for food, lodging, transportation (with the exception of the initial onsite meeting), background checks candidates and Birkman assessment and report.
- c. Pay a discounted and mutually agreeable fee to FSR should candidates submitted by FSR be hired by Trinity Health for other positions within one year of the date the resumes were received.


Trinity Health  
Marketing Director

Either party may discontinue this assignment by written notification. In this event, Trinity Health will be billed for expenses incurred to the date of cancellation and for professional fees as follows: The first installment is a minimum retainer and will be due. In the event of any subsequent cancellation, payment will be required for the pro-rated portion of the remaining professional fee based on the number of calendar days after the date you sign this agreement to the 60<sup>th</sup> day. If a cancellation occurs after sixty days, all professional fees will be due in full, with the exception of the final installment, which is due only if an offer is made and accepted. If the search is placed on hold for a period exceeding sixty days, the assignment will be considered complete and the third installment waived.

The first invoice will be issued and work on this search will begin immediately upon receipt of this signed agreement.

**AGREED TO & ACCEPTED BY:**


**TRINITY HEALTH**

  
(Signature)

**Name of representative:** Veronica West

**Date:** 5/2/17

**FSR, LLC**

  
**Tracy Balazs**  
**Pres/CEO**

**Date:** 05/08/17