This agreement is entered into by and between the healthcare facility (HCF) known as _____ and MK Keene & Associates, LLC (MKKA) a Michigan corporation.

**Engagement:** HCF engages MKKA to place healthcare professionals for full-time employment at HCF or for temporary to full-time employment at the HCF. Employment negotiations will be between HCF and MKKA only, and all offers of employment will be tendered solely to MKKA for subsequent consideration by the candidate. MKKA will communicate all offers to the candidate.

**Fee:** A full-time placement fee of _____ is payable on the first day the healthcare professional performs services as a full-time employee at the HCF. The 90-Day Guarantee referred to below is valid only if MKKA receives payment in full, within thirty (30) days from the first day the healthcare professional performs services as a full-time employee at the HCF. A fee of 5% of the original invoice will be added for all invoices paid after 30 days from the first day the healthcare professional performs services as a full-time employee at the HCF.

**90-Day Guarantee:** Should a candidate be found unacceptable within the 90-day interim period, the initial fee is nonrefundable. However, MKKA will re-recruit for the position at no additional cost to HCF. Retention is the responsibility of the HCF and after the 90-day interim period, a replacement will be billed at the full placement rate.

**Transportation, accommodations and relocation expense:** If a candidate visits HCF prior to hiring, HCF will need to approve and be responsible for paying all temporary housing and transportation costs incurred for the interview.

**Compensation:** Should a MKKA candidate presented for consideration be recruited by HCF or an affiliate on its own for temporary or full-time employment within one year of the termination of this agreement, a fee of _____ will be payable to MKKA. If MKKA is the first agency to submit a specific candidate profile to HCF for consideration, HCF shall accept such candidate through MKKA only.

**Interview policy:** To ensure a strong candidate match with HCF, MKKA requests that the candidate interviews with the Director of the specific modality/specialty.

**Governing Law:** This Agreement will be governed by the laws of the State of Michigan, without regard to conflicts of lost principles, and the parties hereby consent to the exclusive jurisdiction of the local and federal courts in Michigan.

**HCF:**

By: ___________________________  By: ___________________________

Title: ___________________________  Title: Karen Keene - Managing Partner

Date: ___________________________  Date: ___________________________

Any unauthorized changes to this agreement void it in its entirety.