



Recruitment and Retention Agreement

This Recruitment and Retention Agreement ("Agreement") is by and between **American Consultants**, 9359 W. 75th Street, Overland Park, KS 66204 ("**AC**") and _____ ("**Client**") dated _____

Services:

Client hereby engages AC on a contingency basis to search for the most qualified **Medical Assistant** candidates for its job opening(s) in accordance with specifications/selection criteria provided by Client to AC. Each candidate will be screened against the selection criteria. Qualified candidates will be recommended for interview by Client. Nothing herein shall preclude Client from using its own efforts or the services of another agency to recruit candidates.

Client Collaboration:

Client agrees to make principals and other personnel available for telephone conferences or candidate interviews when scheduled. Client also agrees to supply a complete and accurate job description, and position profile, including compensation, benefits, responsibilities and expectations. These elements will contribute to the achievement of a successful and timely outcome for search and presentation of the appropriate candidate.

Recruitment Fee:

Client will be obligated to pay a Recruitment Fee for all candidates referred by AC and hired by Client, regardless of position or title for a period of 12 months from the date of referral. This obligation applies regardless of whether Client hires the candidate directly, utilizes the candidate as an independent contractor, or hires the candidate through another employment agency. However, if Client can provide documentation to AC that the candidate had already applied for employment with Client either directly or through another agency within 12 months of the date the candidate was referred by AC to Client, then Client will not be obligated to pay a recruitment fee for said candidate. The **Recruitment Fee is \$2,000** per candidate hired and is due by the candidate's start date with Client.

Retention Satisfaction Fee:

AC provides a **Retention Satisfaction Guarantee** to Client. If the hired candidate is no longer employed by Client as of **6 months** from candidate's start date of employment with Client, then no retention fee is due. If candidate remains employed by Client on the candidate's **6-month** employment anniversary with Client, then Client is obligated to pay to AC a **Retention Fee of \$3,000**, due and payable immediately upon the candidate's 6-month employment anniversary date.

Payment Terms:

Payment of all fees are due as indicated above. In the event Client fails to pay charges/invoices to AC when due, Client shall be obligated for late payment charges in the amount of 1.5 % per month, plus reimbursement of all costs of collections inclusive of reasonable attorney's fees.

Termination of Agreement:

This Agreement may be terminated by either party with 30-days advance written notice to the other party. In the event of termination of this Agreement, Client shall be obligated to pay AC for all services rendered through the date of termination, including retention fees when due for hired candidates.

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|------------------------------|------------------------------|---------------|
| Company: | American Consultants | CLIENT |
| _____ | _____ | _____ |
| Authorized Signature: | Authorized Signature: | |
| _____ | _____ | _____ |
| Printed Name | Printed Name | |
| _____ | _____ | _____ |
| Title: | Title: | |
| _____ | _____ | _____ |
| Date: | Date: | |
| _____ | _____ | _____ |