

**University of Kansas Medical Center
Rural Health Education and Services
Kansas Recruitment and Retention Center**

CONTRACT FOR ANNUAL REGISTRATION

THIS CONTRACT is made and entered into this _____ day of _____, 2013, by and between

University of Kansas Medical Center
Rural Health Education and Services,
Kansas Recruitment and Retention Center,
hereinafter
“KRRC”

and

_____,
hereinafter “CLIENT”

WHEREAS, CLIENT is a provider of medical services in the state of Kansas; and

WHEREAS, KRRC provides recruitment and retention of physicians and other health care providers for facilities not located in Sedgwick, Johnson, Wyandotte, Douglas or Shawnee counties; and

WHEREAS, CLIENT desires to obtain the services of KRRC to provide recruitment services for facilities not located in Sedgwick, Johnson, Wyandotte, Douglas or Shawnee counties; and

WHEREAS, KRRC desires to provide such recruitment services for CLIENT.

NOW THEREFORE, in consideration of the agreements contained herein, it is hereby mutually agreed among the undersigned parties as follows:

1. Responsibilities of CLIENT. CLIENT hereby agrees to:
 - a. Provide complete and accurate information about the Kansas practice opportunity or job opening by completing the “Opportunity Profile” in its entirety and submitting it to KRRC
 - b. Notify KRRC immediately when the practice opportunity or job opening has been filled or modified

- c. Complete all required paperwork and submit to KRRC within time specified or requested by KRRC
 - i. Referral Options
 - 1) Form Option - Referral Response Form
To be completed within five (5) days each time a candidate's information is submitted to the CLIENT, and if expressed interest is shown, monthly updates using Referral Response form to KRRC until a final decision has been made

OR

 - 2) Non-Form Option - KRRC is to be emailed or called within five (5) days each time a candidate's information is submitted to the CLIENT, and if expressed interest is shown, monthly phone or email updates must be made to the KRRC until a final decision has been made.
 - ii. Opportunity Profile Form
To be completed in its entirety (3 pages) for the first opportunity
 - iii. Inactive Status Form
To be submitted when opportunity has been filled or inactivated by client
 - iv. Consent/Release Form
To be signed by community if candidate is placed due to the direct or indirect referral of KRRC
- d. In the event that required paperwork is not completed and returned and/or phone and email communication is not maintained on behalf of the CLIENT to the KRRC, the KRRC within a reasonable amount of time, has the option to suspend all recruitment activities with the CLIENT until such time as CLIENT complies with the contractual requirements.
- e. If CLIENT has previously established contact with a Candidate referred by KRRC, CLIENT must notify KRRC within two (2) business days of KRRC's referral or KRRC will be considered the source of the referral.

2. Responsibilities of KRRC. KRRC hereby agrees to:

- a. KRRC will provide both local and nationwide recruitment sourcing of Candidates by working with medical, residency, nursing, mid-level programs, allied health programs, professional organizations, and medical school alumni in accordance with KRRC policy.

- b. Provide unlimited job opportunity postings on the Rural Health Education and Services web site at <http://ruralhealth.kumc.edu>
 - c. Provide unlimited job opportunity postings on other recruitment web sites including 3RNet.
 - d. Provide unlimited job opportunity listings in the quarterly publication, Kansas Connections
 - e. Promote the KRRC through exhibiting at conferences, career fairs, and seminars
 - f. KRRC will provide Candidates with information about CLIENT's specific opportunity, as provided by CLIENT, excluding contact information.
 - g. Refer candidates who have expressed an interest in the CLIENT'S opportunity directly to the CLIENT
 - h. KRRC will prescreen each candidate prior to referral. Upon referral KRRC will email a comprehensive candidate profile/assessment to include information gathered during the prescreen process. Once a candidate has been referred, it is understood that the candidate has reviewed the CLIENT'S opportunity and the KRRC has established that the candidate is interested in the CLIENT'S position.
 - i. The volume of candidates sourced for the CLIENT'S position and the number of candidates referred to the CLIENT will be tracked and sent to the CLIENT in an email at periodic points throughout the year.
 - j. Upon placement, KRRC will remain in contact with the candidate for six (6) months after the start date to assess satisfaction and perform a retention survey.
 - k. CLIENT will receive a Retention Checklist and Timeline upon successful placement and hiring of a KRRC referred candidate.
3. Candidate Referral. KRRC will refer individuals who express an interest in the CLIENT's practice opportunity or job opening to the CLIENT. KRRC is neither recommending the individual to the CLIENT, nor warranting the individual's credentials. KRRC will not perform background checks, reference checks or verify any information regarding the people who inquire about the practice opportunity or job opening as a service provided under this contract.

Recruitment efforts and candidate referrals are strictly intended for the specified CLIENT location listed below. All candidates are referred in strict confidence. All information, whether in the form of referral, curriculum vitae, or any other documentation supplied to CLIENT by KRRC is proprietary information of KRRC. It is meant for the sole use of CLIENT, which agrees to keep it confidential.

Site location of position(s):

Client _____
 Address _____
 City, State, Zip _____

4. Recruitment for additional site locations requires an additional KRRC Contract unless the following criteria is met:

a. CLIENT owns a rural health clinic or practice within the CLIENT’S same community.

OR

b. The position being recruited for will travel to multiple CLIENT owned locations regularly, and includes site location listed above (item 3).

Travel not to exceed twenty-five percent of the practitioner’s regular schedule. (If practitioner will travel to additional site more than 25% of their time, a contract will be required for the second site).

Additional site location of position(s):

Client _____
Address _____
City, State, Zip _____

5. Fees. In consideration of the services provided under this Contract, Client agrees to pay KRRC Five Hundred Dollars (\$500.00) in one payment for the annual registration.

6. Relationship of the parties. Nothing herein is intended to create the relationship of joint venturer, partner, or agent and principal, or any party to the other nor any right to govern or control the operations of the other party, but each party will be and remain independent and responsible for its own acts and those of its own employees.

7. Term and Termination. This Contract will become effective 09/01/2013 and will remain in effect until 08/31/2014. This Contract may be renewed annually thereafter upon the written consent of both parties. This Contract may be terminated, for any or no reason, upon 60 days advance written notice to the other party. In the event of cancellation of Contract, CLIENT agrees there is no refund of the annual registration fee.

8. Other Recruitment Activities. Except for the obligations and responsibilities described herein, none of the provisions of this Contract are intended to restrict other recruitment activities of CLIENT.

9. Entire Agreement. This Contract constitutes the sole and only agreement among the parties hereto regarding the subject matter hereof, and correctly sets forth the rights, duties, and obligations of each party. Any agreements, promises, negotiations, or representations concerning the subject matter of this Contract not expressly set forth herein are void and of no force or effect whatsoever.

10. Notices. All notices, requests, demands, or other communications required or permitted hereunder to be in writing will be deemed to have been duly delivered if delivered in person, or sent by registered or certified mail, postage prepaid to:

If to KRRC: University of Kansas Medical Center
Rural Health Education and Services
Kansas Recruitment and Retention
Center
1010 North Kansas
Wichita, KS 67214

If to CLIENT: Client _____
Address _____
City, State, Zip _____
Primary Contact _____

Either party may change said address by written notice to the other party, given at the address provided above.

11. Governing Law. This Contract is made in the state of Kansas and will be controlled by the laws of the state of Kansas in all matters or interpretations of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in counterparts, each of which is to be considered an original.

CLIENT

KRRC

By: _____
Sign Name

By: _____
Douglas A. Girod, M.D.
Executive Vice Chancellor

Print Name

Title

APPROVED AS TO FORM

By: _____
Associate General Counsel