Sample

UNIVERSITY OF KANSAS MEDICAL CENTER
RESIDENT AGREEMENT

THIS AGREEMENT between The University of Kansas Medical Center and _____, M.D. is entered into for the period from _____ through _____. Under the sponsorship of the School of Medicine and supervision by faculty members of the School of Medicine, Resident will serve as a PGY 1 year resident in the Internal Medicine/Pediatrics Residency Program.

1. Policies and Procedures Housestaff Manual. The Housestaff Policies and Procedures Manual contains the institutional guidelines, policies and procedures governing the selection, appointment, evaluation, and retention of residents at the Medical Center. The Resident will receive a copy of the Manual during orientation; however, the Manual is subject to revision. The Resident may also contact the Associate Dean for Graduate Medical Education in the Office of the Executive Dean to obtain information regarding recent revisions to the Manual.

   The Manual, in its most recent version, is hereby incorporated into this document by reference. It is the responsibility of the Resident to familiarize him/herself with the information contained therein, including any revisions, and to assure that he/she is in compliance with all policies and procedures contained therein at all times during the term of this agreement. The attestation document acknowledging the receipt and responsibility to review, the Housestaff Policies and Procedures Manual must be signed and attached to the resident agreement (Attachment A).

2. Stipend. The Medical Center will pay the Resident as a PGY1. Commencing _____ thru _____ the Resident will receive an annualized stipend of $38,316. This amount will be subject to the appropriate federal and state income tax, social security tax, and any other applicable deductions.

3. Leaves. The Medical Center provides for vacation/sick leave, parental leave, personal leave, leave of absence, and professional leave as set forth in Section V.15 of the Manual. The use of leave exceeding the limits established by the Medical Center or Program may require extension of the resident's training as described in paragraph V.6.4.3 and Section V.15.5 of the Manual.

4. Additional Benefits. The Medical Center makes available health/dental insurance and provides disability insurance for the resident (described in Section V.15.8), professional liability insurance and "tail" coverage for acts performed as part of the training program (Section V.17), any required uniforms, on-call quarters, meals, and protective equipment (Section V.3.6.3).

5. Foundation Benefits. Additional benefits, such as educational allowances, travel, and/or parking shall be subject to a separate agreement with K.U. Children's Center Foundation

or its successor organization. Supplementary stipends may be paid according to the conditions set forth in Section V.18.2 of the Manual. Any supplementary agreements between the Foundation or its successor organization and the resident shall be in writing and attached to the Resident Agreement as "Attachment B". The Medical Center assumes no responsibility for the terms or benefits described in such separate agreement.

6. Term / Termination.

   a. One Year Term. The term of this agreement is for one year only (as stated in the opening paragraph of this agreement), and no guarantee of a subsequent contract(s) is expressed or implied even though the Resident may be participating in a multi-year residency program. Conditions for the offer of any subsequent agreement following an initial appointment and for promotion within the program are described in Section V.6 of the Manual. In the event the Resident is not offered a subsequent agreement, the Resident will be so notified by her/his department in writing at least 60 days prior to the expiration date of this agreement.

   b. Termination with Cause. During the term of this agreement, the Medical Center may terminate this agreement with cause according to the conditions described in Section V.8.8 of the Manual.

   c. Other Forms of Severance. The decision not to offer the Resident a subsequent agreement is considered a non-grievable matter as described in Section V.10.2 of the Manual.

7. Grievance and Fair Hearing. The policies relating to resident grievances and the appeal and fair hearing process are presented in Sections V.10 and V.9 of the Manual, respectively.

8. Resident Responsibilities. The residency program shall provide the resident a written description of his/her responsibilities appropriate to the resident's level of training. This description shall be attached to the agreement (Attachment C).

9. Counseling Services, Disability, and Impairment. The Medical Center provides access and/or referral to medical, psychological and/or financial counseling, and support services as described in Section V.13 of the Manual. Section V.21 of the Manual describes the policies pertaining to residents with disabilities. The Section V.12 of the Manual includes policies relating to physician impairment and substance abuse.

10. Moonlighting and Locum Tenens. The Medical Center has incorporated policies covering professional activities outside of the residency program (locum tenens and/or moonlighting) in Section V.16 of the Manual.

11. Harassment. Issues related to gender or other forms of harassment will be managed as described in Section V.19 of the Manual.

12. Severability. If any provision of this agreement is held invalid, such invalidity shall not

affect any other provision of this agreement not held so invalid, and each such other provision shall, to the full extent consistent with law, continue in full force and effect.

13. Modification and Waiver. This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. No term or condition of this agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

14. Governing Law. This agreement is made in the state of Kansas and shall be controlled by the laws of the state of Kansas in all matters or interpretations of this agreement.

15. Adults with Disabilities. A Technical Standards document (Attachment D) must be reviewed and signed by the resident whose name appears on the Agreement. Failure to check off the applicable area and sign the form will make this agreement null and void.

16. Life Support Training Requirements. All new incoming residents (new and transferring residents and fellows) must be certified in Basic Life Support (BLS) prior to starting their residency training at the University of Kansas Medical Center (Attachment E).

Resident

_____

Date

Medical Center

_____

Donald Hagen, M.D. Date
Executive Vice Chancellor

Medical School

_____

Department Chairperson Date

Sample

Approved as to Form:

_____

Barbara F. Atkinson, M.D. Date
Executive Dean and
Vice Chancellor for Clinical Affairs
(Or Designee)

_____

Legal Counsel to the Medical Center Date

ATTACHMENT "A"

ACKNOWLEDGEMENT
OF
RECEIPT AND REVIEW OF MANUALS

I _____ acknowledge that I have received and have been informed that it is my responsibility to review the Housestaff Policy and Procedure Manual and the Clinical Manual and am aware of the availability of these documents on the "WEB" located at the following http address:

http://www.kumc.edu/som/gme/

RESIDENT:

Sample

_____ _____
(Signature) **(Date)**

SCHOOL OF MEDICINE:

_____ _____
Associate Dean **(Date)**
for Graduate Medical Education

ATTACHMENT "B"

Supplemental Department Benefits

Resident

1.0 Under the terms of the agreement between, _____ (PGY-__1__) and the University of Kansas Medical Center and the Department of Pediatrics, the following will be furnished to the resident by the K.U. Children's Center Foundation or its successor in interests for the period of this Agreement (July 1, 2004 to June 30, 2005).

- 1.1 Pay for a temporary permit to practice medicine at KUMC and its affiliates while in residency at the University of Kansas Medical Center.
- 1.2 Pay for annual KUMC Student Center Activity Fees and Library Assessment.
- 1.3 Pay for Candidate Membership – American Academy of Pediatrics.
- 1.4 Pay for KUMC Parking Permit for the "Red" parking zone.
- 1.5 Three weeks vacation with pay.
- 1.6 $500 allowance for purchase of professional educational materials.
- 1.7 Department social events coverage – as determined by the Chairman until midnight.

2.0 General

- 2.1 Resident will meet with the Director of Residency Training Program at least once during each year of training to review his/her progress. In addition, resident will take the in-service examination provided by the American Board of Pediatrics at the beginning of each year of training.
- 2.2 Resident will conduct himself/herself in a professional manner and present a well-groomed appearance at all times.
- 2.3 In the event that the Resident desires to terminate this Agreement, he/she shall inform the Chairman of the Department of Pediatrics in writing at least eight (8) weeks prior to the intended date of termination.
- 2.4 The Department of Pediatrics will provide at no cost the Pediatric Resident a pager during his/her period of training. In case of loss or damage of reference pager, replacement cost will be shared 50/50 by the individual and the Department of Pediatrics.
- 2.5 The department of Pediatrics will reimburse pediatric Residents up to $500 towards registration for the American Board of Pediatrics. In order to be reimbursed up to $500 for Boards, the Pediatric Resident must apply for the Boards during their training status. Funds for the reimbursement for the Boards is contingent on:
  - 2.5.1 All three clinics held monthly;
  - 2.5.2 Deductions for search from library and reimbursement for meals and mileage while attending clinic.

3.0 Guidelines for Extra-institutional Income Supplementation

- 3.1 Resident may **not** engage in extra-institutional income supplementation without special permission. (See 3.3)
- 3.2 Resident will not take part in any competing patient care activity when they have primary responsibility for patient care in this institution (KUMC) or during other scheduled rotation at affiliated institutions. This includes those situations where residents are scheduled to take call from home.
- 3.3 Resident shall submit a request in writing to the Chairman of the Department of Pediatrics for permission to carry out extra-institutional augmentation. This request shall indicate

the name and address of the site involved, work schedule and the number of hours to be worked per month, the type of work involved and the name and telephone number of the supervisor.

3.4 Resident will be responsible for obtaining appropriate state medical license and professional liability insurance at his/her own expense. A copy of the state medical license card issued by the State Board of Healing Arts and evidence of professional liability insurance coverage must be submitted with each request for extra-institutional augmentation.

3.5 Approved extra-institutional augmentation may only take place when resident has completed and been relieved from intra-institutional patient care responsibility or other scheduled rotations. Responsibilities for intra-institutional patient care in the Department of Pediatrics will be defined by the residents listed on the call schedule for the department. In addition, all resident going off duty must have signed out with their residents on call and verbally transferred responsibility for patient care to the on-call team.

3.6 A resident in the Department of Pediatrics found carrying out extra-institutional augmentation aside from the limits of these guidelines without prior approval will initially be suspended without pay for one (1) week. If the resident is found carrying on such activities on a second occasion, he/she will be brought before the Residency Committee, at which time a recommendation for dismissal from the Program will be considered. Final approval for suspension or dismissal is at the discretion of the Department Chairman.

3.7 The Department of Pediatrics encourages residents after the PGY-1 level to seek and engage in locum tenens in the State of Kansas. If such arrangements are available, the Department will agree to provide the resident with one additional week per year over and above authorized vacation in which the resident may engage in such practice. Locum Tenens must be approved by the Chairman of the Department of Pediatrics.

3.8 The house staff officer may, if in Pediatric Postdoctoral Training, volunteer for a training elective in the newborn intensive care unit to include the neonatal transport vehicle of the University of Kansas Medical Center and Hospital, Department of Pediatrics as described in the catalog. To qualify the house staff officer:

3.8.1 Shall have a temporary permit to practice medicine at the University of Kansas Medical Center and its affiliates as issued by the Kansas State Board of Healing Arts.

3.8.2 Shall have completed the PALS course, code blue training and the CPR course and shall have been appropriately trained and approved by the Director of the Neonatal Intensive Care Unit for the elective in the NICU. The resident shall inform the residency office to schedule renewal courses for the NRP, BLS, and PALS prior to expiration.

3.8.3 Shall train medical students and residents on duty as directed by the training officer.

Sample

_____ _____

sign name

Chet Johnson, MD
Interim Chair, Department of Pediatrics

_____

print name

ATTACHMENT B-1
DEPARTMENT OF INTERNAL MEDICINE
KANSAS UNIVERSITY PHYSICIANS, INC.

The Department of Medicine offers a broad opportunity for training, study and research in several hospitals in the Kansas City area as well as in several Kansas communities. In that one of the chief goals of Internal Medicine is board certification, the Department of Medicine's policies and expectations from House Staff Officers are in accordance with the most current policies and procedures of the American Board of Medicine. House Staff Officers will be continuously evaluated in regard to these prerequisites with written documentation by the faculty regularly submitted for containment in each House Staff Officer's confidential file. The faculty is expected to discuss with and inform each House Staff Officer of his or her performance and evaluation, and each House Staff Officer may periodically request a review of the written evaluations of themselves from their file.

Employment for R-1s is not permitted outside the University of Kansas Medical Center and the institutions of its officially designated affiliated program in accordance with the Guidelines for House Staff Income Augmentation.

Employment outside the University of Kansas Medical for all except R-1's is not permitted unless it conforms to the Guidelines for House Staff Income Augmentation (a copy of which will be sent to you).

Fringe benefits for each House staff Officer in the Department will consist of the following:

1. Group term life insurance with accidental death and dismemberment protection in the amount of $50,000 convertible to permanent life insurance within 31 days of leaving the group.
2. The Department of Internal Medicine will share in 50% of the cost outlined on Attachment B.
3. House Staff Officers presenting papers at Kansas or National Meetings need prior written approval from the Chairman's Office before consideration of reimbursement by the Department of Medicine may be made. Travel in this category also falls under the "Guidelines for House Staff Travel".

Procedures of grievance or discipline, responsibilities, rights, personal emergencies, and any other matters not covered in detail in this agreement are in accordance with AMA's "Essentials of Approved Residencies" (1970) and "Guidelines for House Staff Contracts and Agreements" (1975), the provisions of Article VIII - Hearing and Appellate Review Procedure of the JCAH Guidelines for the Formulation of Medical Staff Bylaws, Rules and Regulations, and the rules and regulations of the University of Kansas Medical Center and the Department of Medicine.

Your Social Security Number: _____

Name of Spouse: _____

Home Address _____

_____

Sample

Home Phone Number: _____

Attachment "C"

Medicine/Pediatrics Residency Program

Resident Responsibilities

Residents in the Medicine/Pediatrics program combine rotations in Internal Medicine and Pediatrics, resulting in eligibility for board examinations in both areas upon graduation from the program. Residents follow a 4-year schedule for changing rotations between the two departments as specified by the American Board of Internal Medicine and the American Board of Pediatrics.

Location of Position: Departments of Internal Medicine and Pediatrics

Mailing Address: (Physician Name)
Department of Pediatrics
University of Kansas Medical Center
3901 Rainbow Blvd.
Kansas City, KS 66160-7330

Salary: The salary is set each year by the State of Kansas.

Affirmative Action/Equal Opportunity Statement: An AA/EEO Employer. Applications are sought from all qualified applicants regardless of race, religion, disability, veteran status, sexual orientation, national origin, age or ancestry.

PGY-1:

Required Qualifications: Must be a medical school graduate and accepted in the combined Internal Medicine/Pediatrics Residency Program through the National Residency Matching Program (NRMP). Meet the qualifications for resident eligibility outlined in the Essentials of Accredited Residencies in Graduate Medical Education in the *AMA Graduate Medical Education Directory*. Hold current certification in: Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS) and Neonatal Resuscitation Program (NRP). Hold current training licenses for the states of Kansas and Missouri.

Responsibilities:

✍ Minimum attendance at didactic sessions as follows (except for excused absences):

Internal Medicine rotations: 60% attendance at all didactic sessions; attendance and presentation of case studies at morning reports daily
Pediatric rotations: 75% attendance at Core Curriculum; required attendance at Morning Report while on inpatient services; participate in educational and teaching conferences

✍ Care of patients in a variety of clinical situations, including inpatient settings, out-patient clinics, consultation services and the Emergency Room. Includes ability to:

- Write a complete admitting medical history.
- Perform physical examination, to include a developmental assessment.
- Generate differential diagnosis and management plan.
- Record daily progress notes after assessment of patient.
- Perform common technical procedures and follow up on x-rays and laboratory results. Submit documentation of procedures performed to Program Director.
- Interact with colleagues and peers regarding patient care.
- Communicate with the patient, the family and the referring physician as delegated.

✍ 24 hour call coverage depending on assigned monthly schedule.

✍ Formal and informal instruction of medical students, participate in their bedside teaching and close follow-up of patients with them.

✍ Completion of medical record dictation on inpatients in a timely fashion; completion of discharge summary within 48 hours of discharge and completion of all discharge summaries at the end of the rotation.

✍ Timely completion and submission of timesheets for each rotation.

✍ Outpatient clinic patient care in continuity clinic once weekly for 4 hours; provide ongoing care as the primary physician, be available to their patients at all times.

✍ Self-motivated studies – text, journals, etc.

✍ Participation in annual InTraining or InService examinations for Internal Medicine and Pediatrics.

- ✍ Satisfactory completion of the first of two Clinical Competence Examinations (may be done in first or second year of residency).

- ✍ Other duties as assigned by the Program Director.

Criteria for Advancement: Satisfactory performance of the PGY-1 responsibilities as assessed by direct faculty evaluation during clinical rotations and as determined by the Program Director. Satisfactory performance with appropriate documentation of common technical procedures as required by rotation such as venipuncture, tracheal intubation, catheterization, etc.

ATTACHMENT "D"

TECHNICAL STANDARDS FOR
GRADUATE MEDICAL EDUCATION
THE UNIVERSITY OF KANSAS MEDICAL CENTER

An AA/EO/Title IX Institution

Instructions to Resident/Fellow:

Please read carefully the following information. Because the M.D. and D.O degree signifies that the holder is a physician prepared for entry into the practice of medicine within postgraduate training programs, it follows that graduates must have the knowledge and skills to function in a broad variety of clinical situations and to render a wide spectrum of patient care. Therefore, all individuals admitted to the University of Kansas Medical Center Graduate Medical Education program must meet the following abilities and expectations with or without accommodation(s). You are required to sign and return the attached form to the Graduate Medical Education Office, 3020 Murphy, 3901 Rainbow Boulevard, Kansas City, Kansas 66160, with your signed agreement.

NOTE: Reasonable accommodation will be made to qualified applicants who disclose a disability. Applicants who state that they have a disability are considered for admission if they are otherwise qualified. Individuals who wish to request accommodation should provide appropriate documentation of disability to the ADA/504 Coordinator, Carol Wagner, Equal Opportunity Office, 1040 Wescoe, 3901 Rainbow Boulevard, Kansas City, Kansas 66160.

21.2. Technical Standards for Graduate Medical Education

21.2.1 Applicants for graduate medical education must have sufficient gross and fine motor skills to be able to independently perform physical examinations of patients and to record their notes and orders. The applicant must be able to physically perform the diagnostic and therapeutic procedures required of physicians in their specialty, and also those that may be required of any physician in an emergency setting. Examples of such procedures include phlebotomy, placement of a nasogastric tube, endotracheal intubation, thoracostomy tube placement, cardiopulmonary resuscitation, manipulation of surgical instruments, and wound suturing and dressing, to list only a few. These activities require both gross and fine sensory-motor coordination, equilibrium, and hand-eye coordination.

21.2.2 Applicants must have sufficient use of the senses of sight, hearing, and touch so as to be able to conduct independent examinations of their patients and to observe or detect the various sign and symptoms of the disease

processes that will be encountered in the routine course of their training. The applicant must also have sufficient sensory capabilities to conduct evaluations and examinations in any emergency setting that are reasonably anticipated to be a part of their training program. Examples of the components of such evaluations and examinations include visual observation of the patient, auditory auscultation and/or percussion of the chest and abdomen, and tactile palpation of the chest, abdomen and extremities.

21.2.3 Applicants must have the ability to efficiently and effectively communicate, both verbally and in writing, with patients, faculty and staff physicians, residents, nurses, and other members of the allied health, academic, business and administrative units of the Medical Center, both in the routine course patient care and operation, as well as in the event of emergency or crisis. Examples of such communication include written documentation of the history and physical examination, written entry of patient orders and directions for patient care, verbal presentations in rounds, presentation of didactic conferences, oral presentations at academic conferences, and submission of papers for publication.

21.2.4 The applicant must have sufficient cognitive skills to be able to organize, analyze and synthesize complex concepts and information in order to identify and diagnose pathologic processes, formulate appropriate plans for patient management and participate in a graduate medical education program. Participation in the educational program assumes cognitive ability sufficient to acquire and maintain the basic information and fund of knowledge required of all residents in a given program as well as the ability to demonstrate mastery of such information and knowledge through the written and/or oral examination processes including, but not limited to, in-service examinations and the certifying examinations of the various medical specialty colleges and boards.

21.2.5 Applicants must have sufficient behavioral and social skills so as to effectively interact with patients and their families in the examination, diagnosis, treatment, and counseling processes. The resident must also effectively and constructively work with their fellow residents, staff physicians, and nurses as well as personnel in the allied health, academic, administrative and business units of the medical center. The applicant must be capable of perform assigned clinical duties for up to 80 hours/week, on the average. Under certain circumstances, the applicant may be required to exceed this average, but the duty requirements will be in compliance with the policies for graduate medical education. The applicant must also be able to function effectively as a member of the health-care team, academic program, and medical center as a whole under conditions that may change rapidly and without warning in times of transition, crisis or emergency.

Please carefully read the above and check one of the following statements.

____ I can meet the technical standards of the Graduate Medical Education Program without requiring accommodation.

____ I can meet the technical standards of the Graduate Medical Education Program with an accommodation. (Please attach explanation and a request for a review of the requested accommodations.)

Sample

_____ _____

Date Signature

ATTACHMENT "E"

ACKNOWLEDGEMENT OF LIFE SUPPORT TRAINING REQUIREMENTS

UNIVERSITY OF KANSAS MEDICAL CENTER

Basic Life Support (BLS): designed to teach the skills of CPR for victims of all ages (including ventilation with a barrier device, a bag-mask device, and oxygen); use of an automated external defibrillator (AED); and relief of foreign-body airway obstruction (FBAO).

Advanced Cardiac Life Support (ACLS): designed to provide the knowledge and skills needed to evaluate and mange the first 10 minutes of an adult ventricular fibrillation/ventricular tachycardia arrest.

Pediatric Advanced Life Support (PALS): provides the learner with (1) information needed to recognize infants and children at risk for cardiopulmonary arrest; (2) information and strategies needed to prevent cardiopulmonary arrest in infants and children; and (3) the cognitive and psychomotor skills needed to resuscitate and stabilize infants and children in respiratory failure, shock, or cardiopulmonary arrest.

Please Print:

I, _____, acknowledge that it is my responsibility to become certified in Basic Life Support (BLS) prior to commencing residency training at the University of Kansas Medical Center. I understand that the cost of BLS training and all related materials shall be my responsibility.

In the event my residency program requires advanced life support training, I understand that my residency program will enroll me in the advanced course(s) appropriate for my residency training (i.e. ACLS, PALS). I understand that the cost of advanced life support training shall be the responsibility of my residency program.

I acknowledge that I must be ACLS or PALS certified before August 1 of each academic year.

RESIDENT:

Sample

_____ _____

(Signature) *(Date)*

_____

(Residency Program)

SCHOOL OF MEDICINE:

_____ _____

Danford L. Wilson, Ph.D. *(Date)*
Associate Dean and Director
for Graduate Medical Education