

**UNIVERSITY OF KANSAS MEDICAL CENTER  
RESIDENT AGREEMENT**

THIS AGREEMENT between the University of Kansas on behalf of its Medical Center (hereinafter "KU Medical Center") and \_\_\_\_\_ (hereinafter "Resident") is entered into for the period from 7/1/2020 through 6/30/2021. Under the sponsorship of the KU Medical Center and supervision by KU Medical Center faculty members, Resident will serve as a PGY 2 resident in the \_\_\_\_\_ Program (hereinafter "Program").

**I. MANUALS AND POLICIES**

- a. GME Manual. The Graduate Medical Education Policies and Procedures Manual (hereinafter the "GME Manual") contains the institutional guidelines, policies and procedures governing the selection, appointment, evaluation, retention, and promotion of residents at KU Medical Center. Resident is required to review and abide by the policies, procedures, and terms of the GME Manual and all other policies applicable to the Program. The GME Manual is in electronic form on the KU Medical Center Website under the Office of Graduate Medical Education's Policies and Procedures link at <http://www.kumc.edu/school-of-medicine/gme/policies-and-procedures.html>. This website serves as your copy of the GME Manual and will be your source for the most current version. You may also contact the Graduate Medical Education Office to obtain information regarding recent revisions to the GME Manual. The GME Manual, in its most recent version, as modified on July 1 each year and from time to time as necessary, is hereby incorporated into this Agreement by reference. Although references to specific numerical sections of the GME Manual are made throughout this Agreement, such numerical designations are subject to change as the GME Manual is updated. By signing this Agreement, Resident acknowledges receipt of the GME Manual.
- b. Program Manual. The Program Manual specific to Resident's Program contains additional guidelines, policies, and procedures applicable to Resident's employment. Resident is required to be familiar with and abide by the policies, procedures, and terms of the applicable Program Manual, which is available from Resident's Program Director. The applicable Program Manual, in its most recent version, and as modified from time to time as necessary, is hereby incorporated into this Agreement by reference.
- c. Leaves of Absence. KU Medical Center provides for vacation, sick, military, funeral, professional, and Family and Medical Leave Act (FMLA) leave, and other leaves of absence as set forth in the GME Manual and in accordance with all applicable laws. The use of leave exceeding the limits established by KU Medical Center, the Program or applicable Specialty Board may require extension of the resident's training as described in Section 5.5 of the GME Manual.
- d. Disability. KU Medical Center's policies pertaining to residents with disabilities and requests for accommodation are contained in Section 20 of the GME Manual.
- e. Impairment. KU Medical Center's Resident Impairment Policy is described in Section 7.3, and the Substance Abuse Policy and Prevention of Illegal Drug and Alcohol Use Policy are included in Section 17 of the GME Manual.
- f. Counseling Services. KU Medical Center provides access and/or referral to medical, psychological and/or financial counseling, and support services as described in Section 18 of the GME Manual.
- g. Equal Opportunity and Prohibited Harassment. Section 8 of the GME Manual includes the KU Medical Center policy on equal opportunity and prohibited harassment.
- h. Corrective Action. The policies and processes for remediation, probation, and corrective actions are included in Sections 11 and 12 of the GME Manual.
- i. Grievance and Hearing. The policies relating to resident grievances and the appeal and fair hearing processes are included in Sections 13 and 14 of the GME Manual.

**II. RESIDENT RESPONSIBILITIES**

- a. Resident Duties. KU Medical Center will provide Resident with a written description of his/her responsibilities

appropriate to Resident's level of training. This description will be provided by the Program by May 1 and is incorporated herein by reference.

- b. Employment Documents and Licensure. Resident's initial and continued employment is contingent on the following:
- i. Resident submitting a signed Agreement no later than June 10.
  - ii. Resident timely submitting documentation necessary to complete the I-9.
  - iii. Resident submitting to a background check conducted in accordance with KU Medical Center policy. Resident timely completing the Technical Standards document will be provided separately and is incorporated herein by reference.
  - iv. Resident obtaining and maintaining appropriate licensure in all states required by the Program including but not limited to Kansas. **This Agreement may be declared null and void by the Program if the Resident is unable to secure a Kansas license by the 15th day after the Resident's commencement date into the Program.**
  - v. Resident obtaining and maintaining certification in Basic Life Support (BLS), and any other applicable certifications required by the Program, as described in Attachment A, which is attached hereto and incorporated herein by reference. By signing this Agreement, Resident acknowledges and agrees that Resident shall maintain current BLS certification at all times while employed by KU Medical Center, including the required BLS recertification every two years. Resident further understands and agrees that the cost of BLS training and all related materials is Resident's sole responsibility. In the event Resident's Program requires certifications in advanced life support training, Resident understands and agrees that the Program will enroll Resident in the applicable training course (e.g., ACLS, PALS, NRP, ATLS) and that the cost of the advanced life support training may be the Program's responsibility subject to the provisions of Section 5.5.4 of the GME Manual.
  - vi. Resident's successful promotion to the next post graduate level by the Program Director.
  - vii. If resident wishes to participate in an international professional experience, resident must register with KUMC's Office of International Programs and GME and have such travel and activity approved in advance.
  - viii. Resident's fulfillment of all other requirements communicated to Resident by KU Medical Center's Graduate Medical Education Department.
- c. Clinical and Educational Requirements. Resident will use his/her best efforts, judgment, and diligence in fulfilling his/her duties, tasks, and responsibilities, including but not limited to the responsibilities set forth in Section 5.8 of the GME Manual, and any other clinical and educational requirements at all sites where Resident is assigned. Further Resident will perform all assignments in a professional and appropriate manner. Resident understands and acknowledges that the failure to fulfill these requirements may result in remediation, probation, and corrective action, including but not limited to termination as outlined in Sections 11 and 12 of the GME Manual.
- d. Supervision/Duty Hours/Professionalism. Resident will strictly comply with KU Medical Center and ACGME policies regarding Supervision/Duty Hours/Professionalism contained in the GME Manual and will accurately and timely report duty hours as required by the Program and as set forth in Sections 7.1, 15 and 24 of the GME Manual.
- e. Cooperation/Assistance with Risk Management Activities. Resident will assist and cooperate fully with the Program and KU Medical Center in the investigation and defense of all patient complaints, claims, demands, and lawsuits that arise out of or relate in any way to Resident's activities in the Program. This provision will survive termination or expiration of this Agreement.
- f. Medical Records. Resident will timely complete all discharge summaries and other medical records as outlined in Section 5.8 of the GME Manual. Resident will complete all medical records prior to completing his/her residency.
- g. Moonlighting and Locum Tenens. Resident will comply with KU Medical Center policies covering professional activities outside of the residency program (locum tenens and/or moonlighting) as provided in Section 16 of the GME Manual.
- h. Social Security Number. Resident authorizes KU Medical Center and/or the Program to provide Resident's social security number to ACGME as required by accreditation guidelines.
- i. Eligibility for Specialty Board Examinations. Information related to Resident's eligibility, if any, for specialty board examinations is available at <http://www.kumc.edu/school-of-medicine/gme/prospective-residentsfellows.html>.

### III. COMPENSATION AND BENEFITS

- a. Financial Support/Stipend. KU Medical Center will pay the Resident as a PGY 2. During the term of this Agreement Resident will receive an annualized stipend of \$58,868.00 (described in the GME Manual). This amount is subject to the appropriate federal and state income tax, social security tax, and any other applicable withholdings or salary deductions elected by Resident or required by law. Subject to the applicable fiscal year budget and the discretion of the Executive Dean, the annualized stipend specified above may be increased or may be decreased in the event of further state budget reductions occurring after commencement of this Agreement. Additional compensation may be provided for approved University of Kansas Hospital Authority ("KUH") rotational training with supervised practice, per

section 5.8.4(c) of the GME Policy and Procedure manual.

- b. Smart Phone Stipend. KU Medical Center expects Resident to acquire and/or use in the performance of Resident's duties, a personal smart phone meeting KUH's technical requirements. Resident will receive a smart phone stipend in the amount of \$480.00 per year, which will be added to the annualized stipend set forth in Paragraph III.a, of this Agreement and be subject to the same withholdings and deductions identified in Paragraph III.a.
- c. Housing. Resident housing is not provided by KU Medical Center, per Section 5.5.8 of the GME Manual.
- d. Benefits. KU Medical Center makes available health/dental insurance and provides disability insurance (described in Section 5.5 of the GME Manual), professional liability insurance covering acts performed as part of the training program (as explained in Section 5.5.2 of the GME Manual), any required uniforms, on-call quarters, meals, and protective equipment. KU Medical Center provides access and/or referral to medical, psychological and/or financial counseling, and support services as described in Section 18 of the GME Manual.
- e. Additional Benefits. Additional benefits for accredited programs may be found in Attachment C. Supplementary stipends may be paid according to the conditions set forth in Section 5.4.2 of the GME Manual. KU Medical Center assumes no responsibility for the terms or benefits described in such separate arrangement.

#### **IV. TERM and NONRENEWAL**

- a. Term of Agreement. The term of this agreement is for one (1) year only and no guarantee of a subsequent agreement(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 Sections 5.2 and 10.2 of the GME Manual.
- b. Nonrenewal of Agreement. If KU Medical Center does not intend to renew this Agreement, KU Medical Center will provide Resident with KU Medical Center's notice of intent not to renew the agreement no later than three (3) months prior to the end of the current agreement. Notwithstanding the foregoing, if the primary reason for the nonrenewal occurs within the three (3) months prior to the end of the agreement, KU Medical Center will provide Resident with as much written notice of the intent not to renew as the circumstances will reasonably allow. In the event of nonrenewal, Resident may invoke the grievance provisions included in Section 13 of the GME Manual, unless the reason for nonrenewal is based solely on institutional factors as set forth in Section 6.2.2 of the GME Manual.

#### **V. TERMINATION**

- a. Termination of Agreement by KU Medical Center. During the term of this agreement, KU Medical Center may terminate this agreement with cause according to the conditions described in, but not limited to, Sections 6.2, 6.3 and 12 of the GME Manual.
- b. Termination of Agreement by Resident. Resident may terminate the Agreement at any time by providing at least sixty (60) days written notice to the Program Director and Department Chair as set forth in Section 6.1 of the GME Manual, unless such notice is waived by KU Medical Center.

#### **VI. MISCELLANEOUS**

- a. Severability. If any provision of this Agreement is held invalid, unenforceable, or void for any reason, the remainder of the Agreement will be unaffected and will remain in full force and effect in accordance with its terms.
- b. Entire Agreement. This Agreement as supplemented by applicable laws, regulations, policies, procedures, and resolutions for the State of Kansas, the Kansas Board of Regents and the University of Kansas, constitutes the entire agreement of the parties with respect to its subject matter and may not be amended except in writing signed by all parties. No oral statements or prior written materials not specifically incorporated herein will be of any force or affect.
- c. No Waiver. No waiver of a breach of any provision of this Agreement may be construed as a waiver of any other breach or any other provision of this Agreement or any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement will be construed as a waiver of the breach.
- d. 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.
- e. Assignment. KU Medical Center upon written notice to Resident may assign this agreement to an entity or organization affiliated with KU Medical Center.
- f. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original and together constitute one and the same agreement.

g. Electronic Signature. By signing this document electronically, the parties agree that electronic signatures are the legally binding equivalent to handwritten signatures, and that the electronic signatures below constitute acceptance and agreement to the terms of this Agreement with the same validity and meaning as handwritten signatures. The parties agree that they will not, at a later date, repudiate the meaning of the electronic signature or claim that electronic signatures are not legally binding. The parties further agree that the electronic version of this document bearing the electronic signatures of the parties will be considered "in writing" and "wet-signed." The parties further agree that a printed copy of this electronically signed document shall be deemed an original.

**Resident**

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**The University of Kansas Medical Center**

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*Gregory K. Unruh, MD  
Associate Dean for Graduate Medical Education  
Designated Institutional Official*

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*Akinlolu O. Ojo, MD  
Executive Dean, School of Medicine*

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*Program Director*

## ATTACHMENT A

### 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 technical standards and expectations with or without accommodation(s).**

#### 20.2 Technical Standards for Graduate Medical Education

It is the policy of the University of Kansas Medical Center to provide reasonable accommodation to people with known impairments that meet the statutory definition of a covered disability except where such accommodation would impose an undue hardship or present the threat of harm. Persons with disabilities who are covered under this policy include applicants seeking admission to residency programs and residents who, with or without reasonable accommodation, meet the technical standards for Graduate Medical Education.

**20.2.1** Applicants for Graduate Medical Education must be able to perform physical examinations of patients and to record their notes and orders. The applicant must be able to conduct 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 but are not limited to 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..

**20.2.2** Applicants must be able to conduct examinations of their patients and identify the various signs and symptoms of the disease processes that will be encountered in the routine course of their training. The applicant must be able 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 observation of the patient and examination of the chest, abdomen and extremities.

**20.2.3** Applicants must have the ability to efficiently and effectively communicate 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 of patient care and operation, as well as in the event of emergency or crisis. Examples of such communication include documentation of the history and physical examination, written and/or computerized entry of patient orders and directions for patient care, communications during rounds, presentation of didactic conferences, presentations at academic conferences, and submission of papers for publication.

**20.2.4** The applicant must 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.

**20.2.5** Applicants must be able 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 performing 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.

## ATTACHMENT B

### LIFE SUPPORT TRAINING REQUIREMENTS UNIVERSITY OF KANSAS MEDICAL CENTER

**Basic Life Support (BLS):** designed to teach the skills needed for successful cardiopulmonary resuscitation for victims of all ages. Skills obtained include: management of compressions, ventilation with a barrier device, a bag-mask device, use of 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 manage the first 10 minutes of an adult in cardiopulmonary 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.

**Neonatal Resuscitation Program (NRP):** *This course has been designed to teach an evidence-based approach to resuscitation of the newborn. The causes, prevention, and management of mild to severe neonatal asphyxia are carefully explained so that health professionals may develop optimal knowledge and skill in resuscitation.*

**Advanced Trauma Life Support (ATLS):** The ATLS course is designed to train physicians who are in a position to provide the first hours of emergency care to trauma victims. The course utilizes didactic lectures and practical skill stations in order to effectively teach the principles of rapid, effective assessment and stabilization. Successful candidates will be awarded four-year certification. All courses are conducted according to the guidelines of the American College of Surgeons.

## ATTACHMENT C

### ADDITIONAL BENEFITS

**Standardized Benefits for ACGME Accredited Programs** (Check with your program for more information):

KU Medical Center offers the following additional benefits:

- a. Medical Malpractice Insurance
- b. Disability Insurance
- c. Centrally Funded Resident Activities
- d. Parking
- e. Kirmayer Fitness Center Membership
- f. Board Prep Courses
- g. Travel
- h. Lab Coats
- i. Kansas Post-Graduate Training Permit