

**UNIVERSITY OF KANSAS MEDICAL CENTER
RESIDENT AGREEMENT**

THIS AGREEMENT between The University of Kansas Medical Center (hereinafter "Medical Center") and _____ (hereinafter "Resident") 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 _____ year resident in the _____ Residency Program.

1. Policies and Procedures Housestaff Manual. The Housestaff Policies and Procedures Manual (hereinafter "the 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 PGY _____. Commencing _____ thru _____ the Resident will receive an annualized stipend of \$ _____. 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 _____ [foundation name] 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

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

Medical School

Department Chairperson Date

Approved as to Form:

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:

(Signature)

(Date)

SCHOOL OF MEDICINE:

Associate Dean
for Graduate Medical Education

(Date)

Attachment B

Addendum to Resident Contract For Academic Year 2005-2006

Kansas University Department of Family Medicine

PREFACE

This document outlines benefits provided by the KU Department of Family Medicine which are an addition to those noted in the institutional contract and emphasizes specific expectations regarding the residents' duties and responsibilities. Duties and responsibilities are explained more extensively in the Family Medicine Residency Policy Manual.

BENEFITS

Residents in the KU Department of Family Medicine will receive the following benefits *contingent* on meeting program expectations which include, but are not limited to, $\geq 70\%$ attendance at Core Conference, weekly completion of GME Time Entry, and completion of all pending medical records. For residents on Academic Probation, benefits are suspended.

- Three weeks of vacation are provided during the PGY-1, PGY-2, and PGY-3. *One week of vacation consists of 5 week days and two weekend days.*
- One week of Locum Tenens is allowed for PGY-2 and PGY-3. An additional week of CME may be obtained by using either vacation or CME time with approval of the Senior Coordinator. *One week of Locum Tenens consists of 5 week days and two weekend days.*
- Five days of CME time is available to PGY-2 residents. ***Residents may use this time to participate in a Locum Tenens.***
\$600 of CME reimbursement is provided in PGY-2.
- Five days of CME time is available to PGY-3 residents. ***Residents may use this time to participate in a Locum Tenens.***
\$700 of CME reimbursement is provided.

Fees for the following are paid by the Department of Family Medicine:

- Fees for Temporary Kansas and a Contiguous Missouri Medical Licenses.
- AAFP Resident Membership dues
- University Resident/Student Fees
- Fee for Red Lot Parking for one vehicle. Additional fees for permits for Blue Lot and/or additional vehicles are paid by the resident.

*****Residents who complete training mid-year or leave the Department are required to surrender the remainder of their parking pass.*****

EXPECTATIONS

Family Medicine Department housestaff are expected to perform in a professional and caring manner during patient encounters and when interacting with staff, fellow residents and faculty. Without exception, they are required to abide by all regulations which are designated in the University Housestaff Manual and the Family Medicine Department Resident Policy Manual. This policy manual must be kept on hand as a resource for rotation and clinical information.

The resident must:

- Participate fully in required call activities.
- Provide required documents necessary for obtaining medical licensure prior to matriculation. (A valid medical license is required for employment)
- Attend $\geq 70\%$ of Core Conferences held by the Department of Family Medicine.
- Complete all patient charting within 24 hours of the patient's discharge from the Family Medicine Clinic, KU Hospital, and rotation sites.
- Obtain approval for moonlighting and/or Locum Tenens at approved sites in advance.
- Comply fully with restrictions and required documentation of extracurricular professional activities (i.e., "moonlighting", locum tenens)
- Complete initial requests for vacation scheduling by **July 1, 2005.**
- Complete arrangements for Electives **three months prior** to the Elective Block start date.
- Complete CME time requests and vacation date changes **within six weeks of Block start date.**
- Complete requests for Locum Tenens **no less than six weeks in advance.**
- Prepare and present a scholarly project according to written guidelines.

- Present at Core Conference at least once per academic year.
 - Assist in maintaining the orderly and professional appearance of the clinic (i.e., keeping office and conference rooms in order).
 - Provide documentation of training experiences, including procedure logs, and submit updates
- quarterly to faculty mentor at resident/mentor meeting.
 - Complete evaluations of the training program, faculty, and rotations as requested.

Satisfactory performance in all areas of resident activities is requisite for advancement to the next academic year and eventual satisfactory completion of the residency training program. Satisfactory performance is determined by the overall performance of the resident, not solely upon monthly rotation evaluations.

Resident/Date

Residency Director/Date

Chair, Family Medicine, Date

Attachment C
POSITION DESCRIPTION
KUMC Department of Family Medicine Residency Program

POSITION:

PGY 1 - Department of Family Medicine

REQUIRED QUALIFICATIONS:

Incumbent in the position must be a medical school graduate and accepted in the Family Medicine Residency Program or a subspecialty through the National Residency Matching Program.

RESPONSIBILITIES:

Family medicine residents at the PGY 1 level provide a breadth of patient care encompassing all age groups & health states. Therefore, family medicine residents will be responsible to practice in all hospital settings, under direct supervision of an attending faculty, either from the Department of Family Medicine or other medical specialty. The degree of independent decision making will increase commensurate with the level of training and individual competence of the resident.

The PGY 1 resident's functioning will include but not be limited to:

- ORIENTATION - PGY 1 residents will complete orientation which will include required certification courses in PALS, NALS, ALSO, and COLPO.
- EMERGENCY MEDICINE
- FULL TERM NURSERY
- FAMILY MEDICINE INPATIENT SERVICE
- GENERAL PEDIATRICS - Pediatric evaluation and PICU
- GENERAL MEDICINE INPATIENT SERVICE
- GYNECOLOGY
- OBSTETRICS L&D Suites and Operative suites
- SURGERY Surgical suite, surgical wards, and SICU
- MEDICAL INTENSIVE CARE

The resident will be expected to be active in a variety of procedures in each of these areas as well.

SALARY

The salary is set each year by the State of Kansas

LOCATION OF POSITION

Department of Family Medicine
University of Kansas Medical Center
3901 Rainbow Boulevard
Kansas City, KS 66160

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY STATEMENT:

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

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.)

Date

Signature

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 manage 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:

(Signature)

(Date)

(Residency Program)