

**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 July 1, 2007 through June 30, 2008. 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 Orthopedic Surgery Residency Program.

1. Policies and Procedures GME Manual. The Graduate Medical Education 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-54 Commencing July 1, 2007 through June 30, 2008 the Resident will receive an annualized stipend of \$ \_\_\_\_\_ (described in Section 5.4 of the Manual). This amount will be subject to the appropriate federal and state income tax, social security tax, and any other applicable deductions. Subject to the applicable fiscal year state budget and the discretion of the Executive Dean, the annualized stipend specified above may be increased.
3. Duty Hours. It is the responsibility of the resident to familiarize himself/herself with the Institutional and ACGME policies regarding Duty Hours worked as set forth in Section 15 of the Manual and to maintain strict compliance with these policies.
4. Leaves. The Medical Center provides for vacation leave, sick leave, Family Medical Leave (FMLA), leave of absence, and military, funeral, and professional leave as set forth in Section 5.5 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 Section 5.5.13 of the Manual.
5. Housing. Resident housing is not provided by the Medical Center (described in Section 5.5.10 of the Manual).
6. Additional Benefits. The Medical Center makes available health/dental insurance and provides disability insurance for the resident (described in Section 5.5 of the Manual), professional liability insurance and “tail” coverage for acts performed as part of the training program, any required uniforms, on-call quarters, meals, and protective equipment.

7. Foundation Benefits. Additional benefits, such as educational allowances, travel, and/or parking shall be subject to a separate agreement with Kansas University Orthopedic Associates [foundation name] or its successor organization. Supplementary stipends may be paid according to the conditions set forth in Section 5.4.1 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.
8. Term of Contract/ Nonrenewal and Termination of Contract.
  - a. Term of Contract. The term of this agreement is for one (1) year only (as stated in the opening paragraph of this agreement and in Section 5.2 of the Manual), 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 5.2 and 10.2 of the Manual.
  - b. Nonrenewal of Contract. In instances where a resident’s agreement is not going to be renewed, the resident will be provided notice of intent not to renew the agreement no later than four (4) months prior to the end of the current agreement as described in Section 5.7 of the Manual. However, if the primary reason for the nonrenewal occurs within the four (4) months prior to the end of the agreement, the Medical Center will ensure that the resident receives as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the agreement. In the event of nonrenewal, the resident shall have the right to a fair hearing as described in Section 14 of the Manual.
  - c. Termination of Contract. During the term of this agreement, the Medical Center may terminate this agreement with cause according to the conditions described in Section 6.2 and 6.3 of the Manual.
9. Grievance and Fair Hearing. The policies relating to resident grievances and the appeal and fair hearing process are presented in Sections 13 and 14 of the Manual, respectively.
10. 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).
11. 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 18 of the Manual. Section 20 of the Manual describes the policies pertaining to residents with disabilities. The Section 7.3 of the Manual includes policies relating to physician impairment and Section 17 on substance abuse.
12. 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 16 of the Manual.

13. Harassment. Issues related to gender or other forms of harassment will be managed as described in Section 8 of the Manual.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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**

\_\_\_\_\_  
E. Bruce Toby, M.D.      Date

Approved as to Form:

\_\_\_\_\_  
Legal Counsel to the Medical Center      Date