

EXAMPLES OF
THE UNIVERSITY OF KANSAS MEDICAL CENTER AND
THE DEPARTMENT OF OTOLARYNGOLOGY-HEAD AND NECK SURGERY
ANNUAL RESIDENT AGREEMENTS

THIS AGREEMENT between The University of Kansas Medical Center (hereinafter “Medical Center”) and _____ (herein after “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 Department of Otolaryngology-Head and Neck 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 _____. Commencing _____ through _____ 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 5.5.14 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 Otolaryngology-Head and Neck Surgery [foundation name] or its successor organization. Supplementary stipends may be paid according to the conditions set forth in Section 5.4.2 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.

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.

Resident

Medical Center

Date

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

Supplemental Department Benefits
OTOLARYNGIC-HEAD AND NECK SURGERY FOUNDATION

This agreement, executed on this _____ day of _____, _____ by and between the Otolaryngic-Head and Neck Surgery Foundation (hereinafter Foundation), and _____ (herein after Resident), sets forth the following fringe benefits to be provided during the residency training year beginning _____ and ending _____.

1. Parking fee.
2. Expenses as approved by the Otolaryngology Department Chairman (Chairman) for presentations of scientific papers at national meetings and other meetings as designated by the Chairman.
3. Secretarial support as approved by the Chairman.
4. A Head Mirror is given to the first year residents, which becomes his/her property. If another mirror is needed, it is the responsibility of the Resident to supply it. (Replacement cost \$104.00)
5. Three White coats will be provided at the beginning of the OTOHNS residency. Up to one new coat will be provided as a replacement annually or as needed. If future coats are needed, it is the responsibility of the Resident to supply it. White coat laundry service is provided.
6. Department policy provides for fifteen days of vacation per year according to the vacation policy stipulated in the departmental policy manual and KUMC House Staff manual. www.kumc.edu/som/gme/HouseStaffPolicyandProcedure-Manual.
 - Graduating chief residents frequently leave early during the last week of June. This will be counted towards their total vacation time and thus, must be planned for and approved in advance as any other vacation.
 - Maternity and Paternity leave is considered vacation for the first week and then considered unpaid leave as dictated in the KUMC house staff manual.
 - Days necessary for travel to job or fellowship interviews will be considered professional leave, but the same service coverage rules still apply. House-hunting trips must be taken as vacation days. There is no official KUMC policy on Professional Leave, it will be left to the discretion of the Chair, Residency Director and/or Associate Residency Director.
 - All professional leave (meetings and interviews) must follow the same requirements as above and requires the same paperwork to be submitted and approved at least 6 weeks in advance.
7. Residents will receive a copy of Head and Neck Surgery-Otolaryngology by Bailey, et. al, or another designated textbook of Otolaryngology.
8. The Foundation will pay all licenses and DEA's fees required by the states of Kansas and Missouri for the purpose of training. If Resident wishes to obtain a permanent license he or she will be responsible for application fee difference.

Douglas Girod, MD, FACS
Professor and Russell E. Bridwell, MD
Endowed Chair of Otolaryngology
Senior Associate Dean For Clinical Affairs

Resident

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
THE 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

Otolaryngology-Head and Neck Surgery Residency Program

The University of Kansas School of Medicine
Resident Stipends
2008-2009

PGY-1	\$42,773
PGY-2	\$44,000
PGY-3	\$45,385
PGY-4	\$46,918
PGY-5	\$48,474