

## 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 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 Manual is in electronic form on the GME Medical Center Website under Residencies & Fellowships <http://gme.kumc.edu/documents/2008-2009GMEPolicyProcedureManual.pdf> . This website serves as your copy and will be the source for the most current version. 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 or may be decreased in the event of further state budget reductions occurring after this residency program begins.
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 Sections 5.5 of the Manual.
5. Housing. Resident housing is not provided by the Medical Center (described in Section 5.5.9 of the Manual).
6. Additional Benefits. The Medical Center makes available health/dental insurance and provides disability insurance (described in Section 5.5 of the Manual), professional liability insurance and “tail” coverage for acts performed as part of the training program (as explained in Section 5.5.3 of the Manual), 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 \_\_\_\_\_ [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. Kansas License. This agreement may be declared null and void by the program if the resident is unable to secure a Kansas License by the 15<sup>th</sup> day after the commencement date.
9. 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.
10. 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.
11. 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).
12. 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.
13. 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.
14. Harassment. Issues related to gender or other forms of harassment will be managed as described in

Section 8 of the Manual.

15. 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.
16. 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.
17. 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.
18. 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.
19. 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://gme.kumc.edu/>**

**RESIDENT:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**SCHOOL OF MEDICINE:**

\_\_\_\_\_  
Associate Dean  
for Graduate Medical Education

\_\_\_\_\_  
(Date)

## **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.)

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Date

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Signature

## ATTACHMENT “E”

### ACKNOWLEDGEMENT OF 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.

*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. It is also my responsibility to maintain current BLS certification at all times while at the University of Kansas Medical Center by recertifying every two years. 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)