

CENTER FOR BEHAVIORAL MEDICINE
AN AFFILIATE HOSPITAL OF UMKC SCHOOL OF MEDICINE

SAMPLE ONLY!!!

THIS IS NOT A JOB OFFER.

2010 - 2011 CONTRACT

The Center for Behavioral Medicine, and the University of Missouri-Kansas City School of Medicine, offers, and the Resident accepts, appointment under the following terms and conditions:

1. Duration: Begins on July 1, 20, and ends on June 30, 20. Contract renewal is based on satisfactory performance in learning, patient care and professional conduct. The psychiatry residency is four years in length. Residents can expect to have their contracts renewed for each successive year up to and including the PGY-4 year, providing the conditions above and in all paragraphs of this contract are met.

2. Stipend: \$ XX,XXX for the PGY-X year of training.

3. Hours of Duty: As needed for the fulfillment of professional responsibilities; including call, as outlined in the Resident Training Manual.

4. The resident understands that he/she will be an employee of the State of Missouri with all fringe benefits as provided to such employees and their employment is governed by all regulations regarding employees of the Department of Mental Health. Full description of employee benefits can be found at the following link:
<http://dmh.mo.gov/hr/benefits.htm>

5. Meals, living quarters and laundry are not provided by the hospital except for quarters when the resident is on call.

6. The Center for Behavioral Medicine agrees to provide a suitable environment for educational experience in the special area of the residency and a training program which meets the standards of the Essentials of Approved Residencies, prepared by the Council on Medical Education of the American Medical Association.

7. The Resident agrees to perform satisfactorily and to the best of his/her ability the customary services of residency; to conform to hospital policies, procedures and regulations governing residents that are not inconsistent with this Contract; not to engage in any outside remunerative work except as approved by the Director of Training as outlined in the Residency Manual; to obtain before beginning the appointment a regular State License or a Temporary Certificate of Registration to practice medicine in the State of Missouri in accordance with legal requirements.

As a condition of continued employment in the Residency Training Program, the Resident's regular State License or Temporary Certificate of Registration to practice medicine in the State of Missouri must be maintained in good standing. If such license is by Temporary Certificate, the Resident agrees to take all necessary steps toward securing permanent license in the State of Missouri as soon as the Resident is qualified for permanent license under Missouri law. The Resident shall be personally responsible for reporting any

and all changes in his/her licensure standing. Failure to maintain a regular or temporary license in good standing or to notify The Center for Behavioral Medicine of any changes in the Resident's licensure standing will result in the termination of this contract.

As another condition of continued employment, the Resident must maintain membership in good standing of The Center for Behavioral Medicine medical staff. Failure to maintain membership in good standing may result in the termination of this contract.

If, at anytime during the residency program the Resident engages in any conduct which could threaten the Resident in obtaining or renewing his/her license, the Resident is obligated to immediately disclose this information to the director of the residency program. Failure to notify the director of the residency program of such information may result in the termination of this contract.

8. If the Resident has not previously passed Step 3 of the USMLE ("United States Medical Licensing Examination"), he/she will be required to take Step 3 at least annually until passed. If not passed in the second year The Center for Behavioral Medicine has the option to non-renew this contract.

The Resident must pass USMLE Step 3 by the end of their PGY-2 year to advance to the PGY-3 year of training. Residents failing to complete requirements for licensure by the end of the PGY-2 year may be granted leave without pay for up to one year in order to study, complete exams; and then may begin the PGY-3 year of training.

9. Resident agrees in good faith to perform professional services for the period indicated except in the case where the resident is unable to do so because of incapacitating illness.

10. Training status of the resident is subject to the availability of appropriations for such purposes as determined by the Training Director of the Department of Psychiatry, University of Missouri Kansas City, School of Medicine and the Superintendent of The Center for Behavioral Medicine and subject to resident's satisfactory performance and conduct as determined by said Training Director and Superintendent.

11. Counsel, Discipline and Due Process: Residents in the psychiatry residency training program are also employees of The Center for Behavioral Medicine. Disciplinary action may be initiated by either the training program or CBM, depending on the circumstances of the case.

In cases in which the matter of concern pertains to patient care and safety or professional ethics, the due process as outlined in the Medical Staff Bylaws of The Center for Behavioral Medicine for Conduct Investigations and Progressive Disciplinary Actions will be followed. A decision by The Center for Behavioral Medicine to terminate a resident automatically terminates that resident from the psychiatry residency training program.

When the matter of concern pertains to academic performance in the training program, the policy regarding Resident Evaluation, Review and Discipline will be followed.

Redress of Grievances: Grievances that pertain to personnel on clinical assignments may be filed following the policy and procedures of the appropriate facility. Grievances that pertain to matters of training should

be addressed to the Training Director, the Chairman of the Department of Psychiatry or the Council on Clinical Affairs in the School of Medicine.

12. Sexual and Other Harassment: The policy of The Center for Behavioral Medicine of the Department of Mental Health is to provide all employees with a work environment free of any discrimination, including harassment. In addition, Chapters 296 and 36, RSMo, and Title VII of the 1964 Federal Civil Rights Act prohibit discrimination on the basis of race, color, sex, national origin, religion and political affiliation. In cases of alleged sexual or other harassment, The Center for Behavioral Medicine policies will be followed.

13. Malpractice: As employees of the Missouri Department of Mental Health, all claims against the resident, based upon the resident's conduct arising out of acts performed in connection with his or her official duties on behalf of the Department of Mental Health and/or The Center for Behavioral Medicine, shall be processed according to the laws of the State of Missouri, specifically State Statute 105.711-105.726, RSMo, herein referred to as the State Legal Defense Fund. No additional professional liability, beyond that protection offered by the State Legal Defense Fund will be purchased for or provided to the resident.

14. Resident shall be eligible to receive counseling for psychiatric conditions and assistance with physician impairment and substance abuse from the University Counseling Center of the University of Missouri-Kansas City.

15. To Fulfill the term of this Agreement and to be eligible either for promotion to the next level of training or for graduation, Resident must meet criteria for promotion/graduation as outlined in the Residency Training Manual.

16. Medical care is available through private insurance plans provided as part of the standard benefit and/or through the faculty practice at Truman Medical Center West.

17. State Sick Leave Policy is guided by Facility Policy #150.320, within The Center for Behavioral Medicine's Policy and Procedure Manual.

18. State Parental Leave Policy is guided by Facility Policy #150.330 within The Center for Behavioral Medicine's Policy and Procedure Manual, and Department of Mental Health Operating Regulation #6.142.

19. Military Leave Policy is guided by Facility Policy #150.350, within The Center for Behavioral Medicine's Policy and Procedure Manual.

20. State Leave of Absence and Leave Without Pay is guided by Facility Policy #150.330 within The Center for Behavioral Medicine's Policy and Procedure Manual. LOA and effect on program completion and board eligibility - please see <http://www.med.umkc.edu/residency/graduate/default1.html>

21. Resident expected graduation date will be 48 months from original employment date.

22. Resident must achieve and maintain appointment on The Center for Behavioral Medicine's Medical Staff for the duration of training.

23. Moonlighting: Resident must not to engage in any outside remunerative work except as approved by the Director of Training as outlined in the Residency Manual.

24. Reasonable Accommodations: The Center for Behavioral Medicine provides reasonable accommodations to residents/fellows with disabilities. If you need a reasonable accommodation for any part of the employment process please notify the Center for Behavioral Medicine. The decision on granting reasonable accommodation will be on a case-by-case basis.

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PGY-X Resident

Date

Timothy Dellenbaugh, M.D.
Director of Residency Training
Department of Psychiatry
University of Missouri- Kansas
City, School of Medicine

Date

Scott Carter, MPA
Chief Operating Officer
The Center for Behavioral Medicine

Date