

UNIVERSITY OF MISSOURI RESIDENT AGREEMENT

THIS AGREEMENT, effective **Month, date, year** by and between **THE CURATORS OF THE UNIVERSITY OF MISSOURI**, on behalf of the UMKC School of Medicine, a Missouri public corporation hereinafter referred to as "University," and

Name

Address

City, State

United States

hereinafter sometimes referred to as "Resident".

WHEREAS, the University recognizes the significance of graduate medical and dental education and understands the institutional obligations required to achieve the goals of this educational experience; and

WHEREAS, the University desires to provide such postgraduate education experience for Resident on a continuing basis; and

WHEREAS, Resident desires to obtain his/her postgraduate medical or dental education as a Resident in the program provided by the University, and further desires to provide medical or dental services for the University incidental to his/her postgraduate education.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Guidelines. Both parties hereto agree to abide by the guidelines established by the Accreditation Council for Graduate Medical Education. The University agrees to provide an educational program and appropriate clinical experience necessary to comply with the standards established by the Accreditation Council for Graduate Medical Education and the University's requirements. In the event the Resident is a dentist, the guidelines of the American Dental Association's Commission on Dental Accreditation shall apply instead.

2. Conditions.

A. Educational Prerequisites: As a condition precedent to this contract, the Resident agrees to satisfactorily complete any course of study in which Resident is currently engaged; Resident further shall complete satisfactorily, prior to the starting date of this agreement, any educational or professional prerequisites of the Residency program in which Resident will be involved. Resident further agrees that from the time of Resident's acceptance into the program and until the starting date as set forth in Paragraph 3 below, there shall be no material change or alteration in Resident's credentials, qualifications, recommendations or professional abilities.

B. Licensure: As a condition precedent to this contract and further as a continuing condition Resident will, prior to the starting date and throughout the term of this agreement, be licensed by the State of Missouri as a physician (or if Resident is in the dental Residency program, as a dentist).

Resident shall provide the University a copy of his/her Missouri license and any modification or change thereof.

Resident shall be personally responsible for continuously reporting the status of his/her permanent licensure process to the University.

C. Residency Program Status: Resident shall at all times during the term of this agreement maintain good standing with the graduate medical or dental education Residency program in which Resident is enrolled. In the event Resident is suspended or terminated from such program, this Agreement may be suspended or terminated. In the event of suspension, the decision concerning the crediting or extension of educational time shall be made by the responsible department chairperson and/or program director.

D. Citizenship and/or Immigration Status: As a condition precedent to this contract, Resident shall be a citizen of the United States or shall have acquired the right to work in the United States in the capacity required by the Bureau of Citizenship and Immigrant Services (BCIS) and this Agreement. If applicable, Resident will remain on same employment status/visa for the duration of training at the University of Missouri-Kansas City School of Medicine.

E. Background Screenings: This offer, like all offers from the University, is contingent upon successful background screening. Residents who have signed their contract but prior to beginning employment that plead guilty to or are convicted of a criminal violation should contact the School of Medicine Business Office within five (5) days of the conviction or guilty plea. Residents who have begun employment with the University must notify the School of Medicine Business Office within five (5) days of a conviction or guilty plea to a criminal violation. Failure to report a conviction or guilty plea is grounds for discipline up to and including termination of employment or non-selection of an applicant.

F. Orientation: As a condition precedent to Resident's entry into the Residency program, Resident will attend any orientation program(s) required by the University.

In the event that Resident has not met any of the aforesaid conditions prior to the starting date of this Agreement, then this Agreement shall not commence until such conditions have been satisfied. Failure of a Resident, for any reason, to procure or maintain any such status shall, at the election of the University, terminate this Agreement. No compensation shall be due to Resident during any time in which these conditions are not met.

3. Acceptance. Subject to the terms and conditions set forth herein, the University agrees to accept the Resident into the University's Residency program in the specialty of **UMKC-Program** and Resident accepts such position as a full-time **PGY#** Resident for a term of training commencing on **MM/DD/YEAR** sometimes hereinafter referred to as "starting date" and continuing until **MM/DD/YEAR** or until termination of this agreement, whichever first occurs.

4. Reappointment. Subject to the University's policies regarding academic appointments, upon Resident's successful completion of the term, as described in Section 3 herein, in compliance with the requirements of the Residency program in which Resident is enrolled and provided that Resident is not in default of the terms of this Agreement, this Agreement may be renewed for the Resident's next program year until completion of the Residency program. In the event Resident is not reappointed, he/she shall have the right to grieve such decision pursuant to the provisions of Section 8 herein.

5. Compensation. As compensation for all services rendered by Resident pursuant to this agreement, the University agrees to pay Resident in accordance with the following:

A. Base Salary. Resident's base salary shall be paid at the annual rate of **\$Salary** annually according to the pay schedule established by the Financial Advisory Committee of the Graduate Medical Education Office of the School of Medicine and for a term commencing on the starting date and continuing for the duration of this agreement or until this agreement is terminated, whichever first occurs.

B. Benefits. The Resident shall also be entitled to participate in certain benefit programs provided by the University for Residents during the term of this Agreement. Nothing herein contained shall preclude the University, at its sole discretion, from changing or amending, in whole or in part, or revoking, any one or more of such benefit programs or adopting new benefit programs. Leaves of absence shall be available in accordance with University's Leaves of Absence Policy. A summary of the currently available benefits is attached as Schedule 1.

Program sites may have varying regulations due to medical board requirements regarding the maximum number of days a Resident may use vacation, sick leave, educational leave and leave of absence in a calendar year. Accordingly, Residents are required to obtain program directors approval in writing before taking any time off, except in case of unexpected illness or injury.

C. Expenses. The University agrees to pay for any office maintained by the University and any telephone service deemed necessary by the University. Resident will be required to furnish his/her own car and pay all expenses in connection with the operation and maintenance thereof, including without limiting the generality of the foregoing, all expenses for depreciation, gasoline, oil and lubrication, replacement and repairs, road and bridge tolls, insurance and storage. Resident shall be responsible for his/her own living quarters except for on-call periods.

D. General. All compensation shall be subject to the customary withholding and other employment taxes required with respect to compensation paid by the University to a Resident. Residents will also get on call meals allowance.

All compensation received by Resident for patient care, education, supervisory, administrative, research, and other services rendered as a Resident or representative of the University under the terms of this agreement shall belong to the University, whether paid directly to the University or to the Resident, and Resident shall turn over to the University any such compensation received by him/her which belongs to the University.

Where any questions arise as to the propriety of the retention of any compensation, it shall be decided by the Dean of the UMKC School of Medicine after discussion with the Resident involved.

The salary and expense reimbursements described above shall constitute full compensation to Resident for all services rendered to or on behalf of the University. There are no other promises of compensation except as described herein.

The provisions of this agreement may not be modified unless in writing and signed by the appropriate representative of the University.

6. Hospital Affiliations.

A. Resident understands that the University has contractual obligations to the Truman Medical Centers, St. Luke's Hospital, Children's Mercy Hospital, and the Center for Behavioral Medicine, which are affiliates of the University along with many other medical centers, and that the administration of the Residency education programs is under direct administration of the University; and further, that standards for performance in said Residency educational programs shall be established by the University. At all times, questions of the appropriateness of patient services and responsibilities will be judged in terms of their education value to the Resident. Resident agrees to accept a University appointment in connection with fulfilling his/her responsibilities at affiliated Medical Centers, and in connection therewith, benefits attendant to such faculty appointment shall accrue to said Resident.

B. The list of duties set out in Section "7" below must, at all times, be supervised by doctors with appropriate University of Missouri-Kansas City School of Medicine or School of Dentistry appointments. The department and division heads are responsible for the supervision of the graduate education programs and, in turn, are responsible to the Dean of UMKC School of Medicine

7. Duties.

A. Resident agrees that he/she will comply with the policies, procedures, bylaws, orders, rules and regulations of the University and of any organization or institution (or department thereof) at which Resident will from time to time perform services for and on behalf of the University. The Resident specifically agrees to abide by the affiliated medical centers' policies and procedures relative to dress codes, delinquent medical records, and all Departmental Policies relative to maintaining accurate Procedure Listings and Reports, as they may be amended from time to time within the sole discretion of the affiliated Medical Centers, together with implementation of any and all penalties in connection therewith including but not limited to, withholding paycheck(s), suspension of employment without pay, suspension of privileges, the extension of time required for completion of the Residency program, and suspension and/or termination from participation in the Residency Program.

B. The duty hours for Resident shall be determined by the respective service in which Resident is training and serving from time to time during the term of this agreement based on the respective needs of that service. Specifically, the decision regarding duty hours rests with the department chairperson of each respective department and/or program director. In any event, ACGME duty hour requirements must be followed.

C. Resident shall perform such educational, patient care, supervisory, administrative and research services as from time to time are assigned to him/her by the University, including mandatory specific compliance education. Failure to attend the mandatory specific education may be cause for termination of this contract.

D. Resident shall, to the satisfaction of the University, devote to his/her training and responsibilities, his/her best efforts and the amount of professional time required to further the interests of the University.

E. Resident shall at all times be subject to the University's direction and control with respect to his/her activities on behalf of the University, including without limiting the generality of the foregoing, such matters as the assignment of training and duties and the time to be spent at each type of training or duty, the assignment of patients, the acceptance or rejection of patients, the setting of fees, setting of working hours, including, but not limited to the time or times at which vacations may be taken, and the times at which Resident must be on call to perform services during the twenty-four (24) hours of each day of the year, including Saturdays, Sundays and holidays, and the establishment of professional

policies and procedures.

F. Resident shall comply with all federal, state and municipal laws and ordinances relating to and/or regulating the practice of Resident's profession and any subspecialty thereof which Resident is practicing hereunder.

G. Resident shall at all times act in a professional manner, indicative of good moral character, and shall comply with the standards of ethics applicable to the Resident's profession.

H. Resident shall truthfully and accurately maintain and preserve such records and make, on a timely basis, such reports as the University may, from time to time, require.

I. Resident shall fully account for all monies and other property of the University of which he/she may, from time to time, have custody and shall deliver same to University whenever and however directed to do so.

J. Resident shall provide appropriate care to all patients for whom he/she is responsible without regard to a patient's ability to pay.

K. Resident agrees not to pursue any activity which materially interferes with his/her successfully carrying out his/her training and duties under this agreement.

L. Resident may, to the extent permitted by law, render patient care services outside of the graduate medical or dental education program, provided such activities are approved in writing in advance by the program director and do not compromise the Resident's performance in the program. Any such outside services or activities are not covered for professional liability by the self-insured plan provided by the Truman Medical Center Professional and General Liability Self-Insurance Trust.

M. Sexual harassment is prohibited by the University and is against the law. Resident agrees to abide by all Federal and State laws, rules, and regulations and all policies of this University which prohibit sexual harassment.

N. Any Resident deemed to be impaired will be referred to the Physician Wellness Committee of Truman Medical Center. Investigation and management of the Resident will proceed as outlined in the Graduate Medical Education Impaired Physician Policy.

8. Grievance Procedures. The grievance procedure for Residents is that currently adopted by the Graduate Medical Education Council and the University. Said procedure will be reviewed with Resident at the time of orientation. (Graduate Medical Education Disciplinary Action Policy and Procedure and Section 370.010 of the collected Rules and Regulations of the University of Missouri and Section 310.060 of UM)

9. Covenant Not to Disclose Confidential Information. Resident agrees not to communicate, divulge or use for the benefit of any person, partnership, firm or corporation, any of the charts or records of patients, reports, lists of names of patients, or any other confidential information of any type or description. In the event Resident leaves the Residency program of the University, said Resident agrees that he/she will not take carry away, or use in any manner, any records of information of the type described in the preceding sentence. This section shall survive the expiration or any termination of this Agreement.

10. Licensure and Privileges. The Resident hereby covenants and warrants that he/she is or, prior to beginning his/her contract with the University, or in accordance with Section 2 of this agreement, will be duly licensed under the laws of the State of Missouri as a physician (or in the case of a dentist, as a dentist); that during the term of this agreement, he/she will do and perform, at his/her expense, all things necessary or required to maintain his/her license to practice in the State of Missouri. Resident also agrees to procure a registration with the Missouri Bureau of Narcotics and Dangerous Drugs (BNDD). Upon receiving permanent licensure, Resident will procure and maintain a registration with the Drug Enforcement Administration (DEA). Resident will provide copies of all such registration certificates to the University.

Resident will, at all times, be in good standing with the Residency program in which Resident is enrolled.

Resident authorizes all persons possessing information relating directly or indirectly to Resident's professional qualifications to release such information to University. Further, Resident authorizes University, its agents and employees to provide information concerning Resident's professional qualifications to any person or entity for the purpose of credentialing, obtaining or maintaining hospital privileges, or obtaining or maintaining contracts for the provision of health care services.

The Resident agrees to immediately notify the University of the following:

- A. Any licensing board disciplinary complaint or proceeding initiated against the Resident;
- B. Any claim or notice of claim alleging professional negligence;
- C. Any change in licensure status;
- D. Any suspension or termination of Resident's status in the Residency program.
- E. Any other event which would have an adverse impact upon the Resident's licensure, hospital staff privileges (if any), or ability to practice the Resident's profession.

11. Termination.

- A. This agreement may be terminated at any time by the mutual consent of both parties and shall automatically terminate upon the Resident's death, or at the option of the University, upon Resident's failure to perform any covenant, condition, or agreement contained in Sections 2 or 9 consistent with University policies and procedures.
- B. The University may terminate this agreement subject to University rules and regulations governing non-regular academic employees.
- C. In the event of termination or non-renewal of appointment, the University shall be obligated to pay Resident, or his personal representative in the event of the Resident's death, only such compensation as shall be due him/her up to the date of termination. Sections 8 and 9 of this Agreement shall remain in full force and effect notwithstanding any such termination.

12. Binding Authority. No individual shall have authority to bind the University with respect to this agreement or any modification hereof except the appropriate representative of the University.

13. Notice. Any notice required by this agreement shall be deemed to be duly given when mailed by registered or certified mail, postage prepaid, addressed to the University at the address set forth below or to the Resident at the address set forth on the first page of this Agreement. Either party may alter such address by written notice to the other party:

University of Missouri – Kansas City
Graduate Medical Education
2411 Holmes Street
Kansas City, MO 64108

14. Entire Agreement. This agreement cancels and supersedes all previous agreements relating to the subject matter of this agreement, written or oral, between the parties hereto and contains the entire understanding of the parties hereto and shall not be amended or modified except as otherwise provided herein or in writing signed by each of the parties hereto.

15. Successors and Assigns. This agreement shall inure to the benefit of and be binding upon the parties hereto, their successors, assigns, legal representatives and heirs, provided, however, that this agreement shall be deemed to be personal to the Resident and shall not be assignable by the Resident without written consent of the University.

16. No Implied Waiver. The waiver by either party, or the failure by either party to claim a breach of any provision of this agreement shall not be, or be held to be, a waiver of any subsequent breach, or as affecting in any way the effectiveness of such provision.

17. Insurance and Managed Care Programs. Resident agrees to participate in Medicaid and other programs and arrangements whereby the affiliate medical centers could be compensated for services rendered by Resident during the scope and course of his/her duties. Resident agrees to abide by the requirements of such programs as relate to providers performing services under such programs. Resident agrees that, regardless of participation in such programs, Resident shall not be considered to be an employee or agent of any such managed care program.

18. Assignment of Right to Bill. As a condition of Resident's employment with University, Resident hereby assigns to University his/her right to bill for any services performed under this agreement.

19. Missouri Contract. This agreement is a Missouri contract and shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri.

20. Severability. In the event that any provision of this agreement should be held to be invalid, the remaining provision shall remain valid and in effect.

21. Captions. The captions contained herein are for convenience only and should not be considered or referred to in resolving questions of interpretation or construction.

22. Reasonable Accommodations. The University provides reasonable accommodations to Residents with disabilities. If you need a reasonable accommodation for any part of the employment process, please notify the University. The decision on granting reasonable accommodation will be on a case-by-case basis.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the day and year first above written.

**THE CURATORS OF THE
UNIVERSITY OF MISSOURI**

By: _____
Eve Robb Medlock, M.A
Senior Program Manager, Graduate Medical Education

Date: _____

RESIDENT

By: _____

Date: _____