

UNIVERSITY OF MISSOURI RESIDENT AGREEMENT

THIS AGREEMENT, effective **Month Day, Year** by and between The Curators of the University of Missouri, on behalf of the UMKC School of Medicine or for residents in the Oral and Maxillofacial Surgery Program, the UMKC School of Dentistry, a Missouri public corporation hereinafter referred to as "University," and

Name
Address
City, State, Zip Code

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 participate in the provision of medical or dental services incidental to his/her postgraduate education at training sites.

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 (ACGME). The University agrees to provide an educational program and arrange for 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. This contract applies to the University's postgraduate medical and dental education programs generally, including both residencies and fellowships. As such, the term Resident as used herein shall include individuals participating in fellowships and references to residencies or residency programs shall generally encompass fellowships and fellowship programs unless the context clearly indicates otherwise.
- 2. Conditions and qualifications.** On or before the starting date as set forth in Paragraph 3, Resident shall:
 - A.** Satisfactorily complete the following:
 - a. any course of study in which Resident is currently engaged;
 - b. any educational or professional prerequisites of the residency program in which Resident will be involved;

- c. basic life support (BLS) and advanced cardiovascular life support (ACLS) training and obtain current certification of the BLS and ACLS training as of the starting date.
- B. 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.
- C. Be licensed by the State of Missouri as a physician (or if Resident is in the Oral Maxillofacial Surgery Program, as a dentist) and shall provide the University a copy of his/her Missouri license and any modification or change thereof.
- D. Be a citizen of the United States or shall be legally authorized to work in the United States as required by applicable federal, state, and local law, the United State Citizenship and Immigration Services (USCIS) or a successor agency, 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 or Dentistry as applicable.
- E. Complete and pass such background screenings and submit completed pre-employment paperwork as required by the University prior to Resident's starting date.
- F. Attend any orientation program(s) required by the University.
- G. Pass United States Medical Licensing Examination if MD (or Comprehensive Osteopathic Medical Licensing Examination if DO) Step 3 prior to starting his/her third year of residency. Failure to timely pass the examination may constitute grounds for dismissal from the program and termination of this contract pursuant to Paragraph 12.

In the event that Resident has not met any of the aforesaid conditions prior to the starting date of this Agreement, then the University may, in its sole discretion, defer the Resident's starting date to a later date or terminate this Agreement. No compensation shall be due to Resident during any time in which these conditions are not met. Resident further agrees to inform the University within five (5) business days of any material change or alteration in Resident's qualifications and conditions described in this paragraph.

If Resident is charged with, pleads guilty to, or is convicted of a felony or misdemeanor crime (other than minor traffic violations; provided that driving under the influence is not considered a minor traffic violation), Resident shall inform the Associate Dean for Graduate Medical Education of the UMKC School of Medicine within five (5) business days of the charges, conviction or guilty plea. Failure to report as required in this section may be grounds for discipline up to and including termination of employment.

- 3. Program Expectations and Requirements.** Subject to the terms and conditions set forth herein, Resident shall participate in the University's residency program in the specialty of **Residency Program** as a full-time, benefit-eligible post graduate year **number** Resident Physician (or Clinical Resident for Oral and Maxillofacial Surgery residents). For ACGME accredited programs, requirements to successfully complete the program and meet eligibility

for specialty board examinations are provided to the resident by the Residency Program. The expected completion date of the program will be **MONTH DAY, YEAR**, subject to Resident's satisfactory completion of all program requirements.

4. **Term and Renewal.** This Agreement is effective for a one-year term of training starting on **MONTH DAY, YEAR** sometimes hereinafter referred to as "starting date". Resident will be evaluated for promotion each year in accordance with Residency Program policy and ACGME requirements. If the Residency Program determines that the Resident's contract be renewed, the University and Resident may agree in writing to renew the Agreement for the next program year annually until completion of the Residency program.

If a Program chooses not to renew the Resident, he/she will be notified in writing according to GME Policy. In the event Resident's contract is not renewed, he/she shall have the right to appeal such decision pursuant to GME policies.

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 shall be paid a base salary in accordance with the University's salary schedule for UMKC residents which salary schedule may be adjusted by the University from time to time. As of the effective date of this Agreement, Resident's annual base salary shall be **\$Salary**. Resident's salary shall be paid monthly and on the last business day of the month. Resident shall be notified in writing of changes to Resident's base salary.
 - B. **Benefits.** The Resident shall also be entitled to participate in certain benefit programs provided by the University 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. A current summary of benefits for Residents is available on the Graduate Medical Education website including: professional liability insurance, health insurance benefits for Residents and eligible dependents, and disability insurance.
 - a. Leaves of absence shall be available in accordance with University's Graduate Medical Education Leave of Absence Policy and Procedure. In addition to University policy, specific residency training programs may have their own requirements regarding the maximum number of days a Resident may be absent in a contract year. Resident shall comply with applicable leave policies of their residency training program. Accordingly, Residents are required to obtain program director's approval in writing before taking any time off, except in case of unexpected illness or injury. In response, the program is required to provide the Resident notice of the effect of leave(s) on the ability of the Resident to satisfy requirements for program completion.
 - C. **Expenses.** Resident shall be responsible for his/her own living quarters except for on-call periods. Resident shall be responsible for his/her own transportation except when on-call and too fatigued to safely return home.

- D. **General.** All compensation shall be subject to applicable tax withholdings and

deductions required with respect to compensation paid by the University to the Resident.

The compensation described in this Agreement shall be the sole and full compensation that Resident receives for services rendered as a Resident Physician (or Clinical Resident). There are no other promises of compensation except as described herein. Resident agrees to turn over and remit in full to the University, program site, or other party to which such funds belong, as applicable, any funds received by the Resident as compensation for such services. 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.

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, Kansas City Veteran Affairs Hospital, Research Medical Center, and the Center for Behavioral Medicine, which are affiliates of the University along with many other medical centers (sometimes referred to herein as "program sites"), 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 educational value to the 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 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 as a resident.
 - i.** The Resident specifically agrees to abide by the affiliated medical centers' and other program sites' policies and procedures relative to dress codes and 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 including any and all penalties imposed for violating such policies 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 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 from time to time as are assigned to him/her in connection with the residency. Resident agrees to complete all University and program sites mandatory compliance training annually. Failure to attend or complete the mandatory education may result in disciplinary action up to and including dismissal from the program and termination of this contract pursuant to Paragraph 12.
- 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 educational activities while participating in a residency training program.
- F.** Resident shall comply with all federal, state, and local 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. Any moonlighting activities must comply with Residency Program and UMKC GME policies, including that such moonlighting is included as part of and must comply with duty hour requirements.
- M.** Sexual harassment is prohibited by law and the University. 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 outlined in the Graduate Medical Education Council policies. Said procedure will be reviewed with Resident at the time of orientation.

9. **Covenant Not to Disclose Confidential Information.** Resident agrees to maintain confidentiality of patient information and other confidential information of University and program sites in accordance with applicable laws and policies and procedures of the University and program sites. Resident shall not 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 a manner that is inconsistent with applicable policy or law. If this agreement terminates or expires for any reason, Resident agrees that he/she will not take, carry away, or use in any manner, any patient or other confidential information and will return all such information to the University or program site. This section shall survive the expiration or any termination of this Agreement.

10. **Licensure and Privileges.**

A. During the term of this Agreement, Resident will be continuously licensed under the laws of the State of Missouri as a physician (or in the case of a dentist, as a dentist) and 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.

B. Resident also agrees to obtain and maintain a registration with the Missouri Bureau of Narcotics and Dangerous Drugs (BNDD) during the term of this Agreement.

C. 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 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 or educational qualifications to any person, government agency, or entity for the purpose of credentialing, licensure, obtaining or maintaining hospital privileges, or obtaining or maintaining contracts for the provision of health care services.

The Resident agrees to immediately notify the program director of the following:

A. Any action taken or which is contemplated to be taken against any license or controlled substances registration issued to Resident, including suspension, revocation, limitation, or other restrictions on the license;

B. The initiation of any complaint or proceeding against Resident by a licensing authority, the BNDD, or DEA;

- C. Any claim or notice of claim alleging professional negligence;
- D. Any change in permanent or temporary licensure status including the issuance of any such license;
- 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. Insurance and Managed Care Programs. Resident agrees to participate in Medicaid and other programs and arrangements whereby the affiliate medical centers and program sites 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.

12. 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.
- B. If the University dismisses the Resident from the residency program, this Agreement shall terminate as of the Resident's dismissal date from the program. Dismissal from the residency program and non-renewal of this Agreement will be handled in accordance with University and GME policy, including grievance and due process. In the event of termination or non-renewal of Resident, 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 or the expiration date of the contract. Sections 8 and 9 of this Agreement shall remain in full force and effect notwithstanding any such termination or expiration.

13. 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.

14. 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. In addition, Resident may provide any notice required by this Agreement by delivering an email to the Director of Business Affairs of the UMKC School of Medicine. University may provide any notice required by this agreement to the Resident's University email address or, if Resident does not have an active University email address for any reason, at another email address at which Resident agrees to receive notices required by this Agreement. Failure to give notice of any event or action as required by this Agreement may result in disciplinary action up to and including dismissal from the program and termination of this Agreement pursuant to Paragraph 12.

UMKC School of Medicine
Office of Business Affairs

Attention: Director of Business Affairs
2411 Holmes Street
Kansas City, MO 64108

15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **Captions.** The captions contained herein are for convenience only and should not be considered or referred to in resolving questions of interpretation or construction.
21. **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**

Mark Mikkelsen, MBA
Director, Business Affairs

Date

RESIDENT

Name

Date