

**UNIVERSITY OF MISSOURI-KANSAS CITY
RESIDENT AGREEMENT**

THIS RESIDENT AGREEMENT ("Agreement") is entered into and effective upon the signing of both Parties ("Effective Date") by and between The Curators of the University of Missouri, a Missouri public corporation ("University"), on behalf of the University of Missouri-Kansas City ("UMKC") School of Medicine ("SOM"), and

**Name, Credentials
Street Address
City, State Zip**

("Resident").

WHEREAS, 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, 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 Residency Program provided by University, and further desires to participate in the provision of medical or dental services incidental to the Residency Program at Program 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"). University agrees to provide a Residency Program and arrange for appropriate clinical experiences necessary to comply with the standards established by the ACGME and the requirements of University.
2. **Conditions and Qualifications.** On or before the Start 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; and
 - c. obtain and maintain required certifications, such as basic life support (BLS) and advanced cardiovascular life support (ACLS).
 - B. Agree that from the time of Resident's acceptance into the Residency Program and until the Start 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 or obtain a license within thirty (30) calendar days of the Start Date or as agreed upon between the Parties, by the State of Missouri as a physician and shall provide the UMKC SOM GME Office a copy of Resident's Missouri license.
 - D. Be a citizen of the United States or shall be legally authorized to work in the United States as required by applicable Federal, Missouri, and local laws, the United States Citizenship and

Immigration Services ("USCIS") or a successor agency, and this Agreement. If applicable, Resident will remain on the same employment status/visa for the duration of the Residency Program.

- E. Complete and pass such background screenings and submit completed pre-employment paperwork as required by University.
- F. Attend any orientation program(s) and mandatory trainings required by University.
- G. As applicable, pass the United States Medical Licensing Examination if MD (or Comprehensive Osteopathic Medical Licensing Examination if DO) Step 3 prior to starting Resident's third year of Residency.

In the event that Resident has not met any of the aforesaid conditions prior to the Start Date, then University may, in its sole discretion, defer Resident's Start Date to a later date, modify the duties of Resident until the license is obtained, or terminate this Agreement. No compensation shall be due to Resident during any time in which these conditions are not met unless agreed to by UMKC SOM.

- 3. Residency Program Expectations and Requirements.** Subject to the terms and conditions set forth herein, Resident shall participate in the Residency Program in the specialty of <<Program>> as a full-time, benefit-eligible, <<status>>, PGY <<PGY>> Resident Physician with Start Date as <<startdate>> and End Date as <<enddate>>.

For ACGME accredited Residency Programs, the requirements to successfully complete the Residency Program and meet eligibility for specialty Board examinations shall be provided to Resident by the Residency Program. The expected completion date of the Residency Program will be <<programend>> subject to Resident's satisfactory completion of all Residency Program requirements.

- 4. Term.** The term of this Agreement shall extend from the Effective Date until the Completion Date. Resident will be evaluated for promotion each year in accordance with the Residency Program Policy and ACGME requirements. In the event that Resident is not timely promoted to the next PGY as set forth in Paragraph 3, this Agreement shall automatically terminate as of the date that decision becomes final.

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

- A. **Salary.** Resident shall be paid a salary in accordance with University's salary schedule for UMKC Residents, which salary schedule may be adjusted by University from time to time. Resident's salary will be based on the Compensation Status Level (CS Level) which amount will be available on the following website: <https://med.umkc.edu/departments/administrative-offices-departments/gme/salaries-benefits.html>.

The Resident's annual salary shall be <<compensationstatus>>. 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 salary.

- B. **Benefits.** Resident shall also be entitled to participate in certain benefit programs provided by University during the term of this Agreement. Nothing herein contained shall preclude 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 Resident is available on the website <https://www.umkc.edu/hr/pay-and-benefits/benefits/> which include professional liability insurance, health insurance benefits

for Resident and eligible dependents, and disability insurance.

- a. Vacation and leaves of absence shall be available in accordance with the University and GME Policies. Specific Residency Programs may have their own requirements regarding the maximum number of days Resident may be absent from the Program. Resident shall comply with applicable policies of the Residency Program.
- b. As applicable, when classified as a PGY2 or higher, Resident shall be entitled to receive an annual stipend each year of training in the Program to be used for educational expenses that benefit Resident's training. The amount will be paid as a single sum which will be determined at a later date and Resident shall be notified. The stipend does not constitute an increase in base pay and will not be included as base compensation for future raises, salary adjustments, and employee benefits. The stipend is taxable income.

6. Program Sites Affiliations.

- A. Resident understands that University has contractual obligations with a number of clinical entities that serves as sites for Resident's education ("Program Sites"). The Residency Program is under the direct administration of University and the standards for performance in the Residency Program shall be established by University. At all times, questions of the appropriateness of patient services and responsibilities will be judged in terms of their educational value to Resident.
- B. The list of duties set out in Paragraph 7 below must, at all times, be supervised as required by ACGME. The Department and Division Directors are responsible for the supervision of the Residency Program and, in turn, are responsible to the Dean of UMKC SOM.

7. Duties.

- A. Resident agrees to comply with the Policies and Procedures of the GME and the University which are available at the following website:
<https://med.umkc.edu/departments/administrative-offices-departments/gme/administration.html>. Resident should review the Due Process and Grievances Policies and Procedures.
- B. Resident agrees to comply with the Policies, Procedures, Bylaws, Rules, and Regulations of Program Sites where Resident is providing services.
- C. Resident agrees to complete all University and Program Sites mandatory compliance training annually.
- D. Resident shall perform such educational, patient care, supervisory, administrative, and research services from time to time as are assigned to Resident in connection with the Residency Program.
- E. Resident shall, to the satisfaction of UMKC SOM, devote to his/her training and responsibilities Resident's best efforts and the amount of professional time required for the Residency Program.
- F. Resident shall at all times be subject to UMKC SOM's direction and control with respect to Resident's activities while participating in the Residency Program.
- G. Resident shall comply with all Federal, Missouri, and local laws relating to and/or regulating the practice of Resident's profession and any subspecialty thereof which Resident is practicing.

- H. 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 Resident's profession.
- I. Resident shall provide appropriate care to all patients for whom Resident is responsible without regard to a patient's ability to pay.
- J. Resident agrees not to pursue any activity which materially interferes with Resident successfully performing the duties under this Agreement.
- K. Resident may, to the extent permitted by law, render patient care services outside of the Residency Program ("Moonlighting"), provided the Moonlighting is approved in writing in advance by the Residency Program Director and does not compromise Resident's performance in the Residency Program. **Any Moonlighting is not covered for professional liability by University Health or University**, and Resident must provide evidence of professional liability insurance before Moonlighting will be approved. Any Moonlighting must comply with the Residency Program and GME Policies. Moonlighting is included as part of and must comply with ACGME clinical and educational work hour requirements.
- L. Sexual harassment and discrimination are prohibited by law and the University. Resident agrees to abide by all Federal and Missouri laws and all Policies and Collected Rules and Regulations of University which prohibit sexual harassment and discrimination.

8. Privacy and Security of Protected Health Information and Other Confidential Information.

Resident agrees to maintain the privacy and security of patient protected health information ("PHI") and other confidential information of University and Program Sites in accordance with applicable Federal and Missouri laws, and the Policies, Procedures, and Rules and Regulations of University, and the Policies, Procedures, Bylaws, Rules, and Regulations of the Program Sites where Resident is performing duties under this Agreement. Resident shall not communicate, divulge, or use for the benefit of any person, partnership, firm, or corporation, any of the PHI, reports, 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, use, or disclose in any manner any PHI or other confidential information and will return all such information to University or the applicable Program Site.

9. Licensure and Registrations.

- A. During the term of this Agreement, Resident must maintain an unrestricted license to practice medicine in Missouri, and will perform, at Resident's expense, all things necessary or required to maintain such license to practice in the State of Missouri.
- B. Resident agrees to obtain and maintain a registration with the Missouri Bureau of Narcotics and Dangerous Drugs (BNDD) during the term of this Agreement.
- C. Resident agrees to obtain and maintain other licenses and registrations as may be required by the Program.
- D. Resident will provide copies of the current license and registration certificates to the Residency Program Director and the UMKC SOM GME Office.

10. Professional Qualifications.

- A. Resident authorizes all persons possessing information relating directly or indirectly to Resident's professional qualifications to release such information to University.

- B. Resident authorizes University, and its agents and employees, to provide information concerning Resident's professional and educational qualifications to any person, government agency, or entity for the purpose of credentialing, licensure, obtaining or maintaining clinical privileges, or obtaining or maintaining contracts for the provision of health care services.

11. Notification of Changes. Resident agrees to notify the Residency Program Director and Associate Dean of GME and/or the UMKC SOM GME Office within five (5) business days of any of the following:

- A. Any action taken against any license or controlled substances registration issued to Resident, including suspension, revocation, limitation, nonrenewal, voluntary surrender, or other restrictions on the license or registration.
- B. Any claim or notice of claim alleging professional negligence.
- C. Any change in permanent or temporary licensure status including the issuance of any such license.
- D. A plea of guilty or nolo contendere to, or conviction of, a felony or misdemeanor crime (other than a minor traffic violation – driving under the influence is not considered a minor traffic violation).
- E. Any other event which would have an adverse impact upon Resident's ability to practice Resident's profession.

12. Termination.

- A. This Agreement may be terminated at any time at the sole discretion of University, or by the mutual consent of both Parties.
- B. This Agreement shall automatically terminate upon Resident's death and University shall be obligated to pay Resident's personal representative only such compensation as shall be due Resident up to the date of death.
- C. If University dismisses Resident from the Residency Program, or Resident resigns from the Residency Program, this Agreement shall terminate as of Resident's dismissal or resignation date from the Residency Program.
- D. In the event of termination of this Agreement, University shall be obligated to pay Resident only such compensation as shall be due Resident up to the date of termination of this Agreement.
- E. Paragraph 8 of this Agreement shall remain in full force and effect notwithstanding any such termination of this Agreement.

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 University at the address set forth below or to 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 Associate Dean of GME. University may provide any notice required by this Agreement to Resident's University email address.

UMKC School of Medicine
Attention: Associate Dean of GME
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 and contains the entire understanding of the Parties and shall not be amended or modified except as otherwise provided herein or in writing signed by each of the Parties.

15. 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.

16. 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.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement by their authorized representatives.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Dean, School of Medicine

Date

RESIDENT

Name, Credentials

Date