

RESIDENT CONTRACT
UNIVERSITY OF MISSOURI HEALTH CARE
COLUMBIA, MISSOURI

I, _____, agree to accept appointment as a Resident in the Department of _____, University of Missouri Health Care for the period of _____ to _____. I understand that the program and employment start date are dependent upon verification of the completion and satisfaction of all human resource pre-employment requirements.

I understand that the training programs for Residents is conducted by the University of Missouri School of Medicine under the jurisdiction of the faculty and Dean of the School of Medicine at University of Missouri Health Care and affiliated hospitals and clinics. **I also understand that this contract will be null and void if I fail to obtain and keep a current Missouri physician license, a J1 or H1B visa (if applicable) and all paperwork necessary for employment on July 1 (or my official start date).**

I agree to devote my time and interests fully to the welfare of the patients assigned to me; to provide efficient, compassionate, and cost effective care consistent with my level of training and responsibility; to assume responsibility for teaching and professional direction of medical students and other residents, as well as other students in the Health Sciences; to be responsive to the supervision and direction of professional staff involved in my education and the patient care activities to which I am assigned; to take advantage of all opportunities offered to improve my knowledge and skills in the profession. My specific responsibilities in the Department of _____ are set forth in the program manual.

I understand that every physician in training at University of Missouri Health Care is required to have a temporary or permanent medical license issued by the Board of Registration of the Healing Arts of Missouri. I agree to provide all documentation necessary to receive and maintain such licensure and that is my responsibility as the licensee to ensure that the license is renewed each year.

I understand that my performance will be evaluated at regular intervals by my residency program director and supervising physicians, and that my reappointment and/or promotion to the next level is subject to my receiving satisfactory evaluations. I will be notified of non-reappointment or non-promotion at least four months prior to the end of my contract, unless the events that led to the non-reappointment or non-promotion occurred less than four months from the end of my contract. I will be allowed to implement the institution's grievance procedures if I receive a written notice either of intent not to renew my agreement or of intent to renew my agreement but not be promoted the next level of training. I also understand that my participation is required in evaluating this training program in the internal review process and I also may be requested to participate in the internal review process of other programs.

I understand that I will be required to pass Step 3 of USMLE (or COMLEX if I am a DO) prior to starting my final year of training and that failure to do this may result in non-renewal of my contract and dismissal from the program.

I understand that this appointment is subject to all rules, orders and regulations of the University and MU Health, including the Harassment Policy, which is incorporated herein by reference.

In addition to the Rules and Regulations of the University of Missouri, the Medical Staff Bylaws and the Rules and Regulations of MU Health, I agree to comply and abide by the following policies which are detailed in my program manual, made available to me by my department which can also be found on the GME website,

<http://medicine.missouri.edu/gme/policies.html> :

- procedures for counseling
- drug screening (including processes for drug treatment plans)
- criminal background check and other background checks (as required by the University of Missouri or University of Missouri Healthcare)
- substance abuse problems/any physician impairment assistance (Professional Assistance)
- discipline
- redress of grievances
- vacation, sick leave, professional and parental leave
- the effect leave will have on completion of my training program
- the conditions for non-renewal of my contract
- applicant credentialing
- reduction or closing of a program or the institution
- supervision
- duty hours (as outlined by institution and departmental policies)
- procedures for addressing resident concerns
- transitions of care
- teamwork
- professionalism
- alertness and fatigue

My program will also provide to me access to information related to eligibility for specialty board exams.

I agree to provide documentation of immunity to measles, mumps and rubella, varicella and Hepatitis B prior to beginning my training and to abide by the Immunization policy of MU Health.

I will receive an initial TB skin test upon hiring, and annually thereafter. I understand that failure to do so may result in disciplinary action.

I will be required to take an initial urine drug and nicotine screen upon hire. I understand that failure of the drug screen will make me ineligible for hire. Failure of the nicotine screen will require enrollment in a smoking cessation program and make me ineligible for hire for ninety days. If, after ninety days, a urine nicotine screen is passed I will then be eligible for hire.

I will complete all mandatory compliance training annually. I understand that failure to do so may result in disciplinary action and eventual termination.

I understand that these rules and regulations provide applicable due process safeguards.

I waive my right of confidentiality with regard to the receipt of letters from the Missouri Patient Care Review Foundation (Missouri's PRO) regarding quality of care issues. The fact that I have received such a letter will be made known to my Residency Program Director.

I understand that my department's policy with regard to professional activities outside my educational program is set forth in my program manual. Under no circumstances will I engage in such outside professional activities without the specific permission of my program director. If I am entering this program under a J1 or H1B visa, I understand that under no circumstances should I engage in any moonlighting activities unless explicitly defined and written in my visa and with the approval of my program director.

As a Resident, I will receive an annual stipend according to the MU Health PGY Level _____ and leave benefits as specified in the program manual. As a part of my compensation, if paid by MU Health Care, I and my eligible dependents, are eligible for participation in the University's fringe benefits programs including life insurance and medical benefits. I am also eligible for long-term disability benefits and parking privileges, to the same extent as full-time non-regular academic employees of the University. These benefits exclude the benefit of vesting in the University of Missouri Pension Plan. Coverage is effective on the date of my hire or the benefit eligibility date provided I am actively at work and enroll within 30 days of my date of employment or benefit eligibility date.

I also understand that the University's Medical, Professional and Patient General Liability Plan, Section 490.020 of the Collected Rules and Regulations of the University of Missouri, provides medical malpractice coverage for me as described in the program manual to the extent provided by such plan during my residency training at the University. The self-insured medical malpractice program has a plan limit of \$7.5 million per occurrence and \$15 million annual aggregate. Reserves for the program are determined annually through actuarial study. The program is "occurrence" based, versus "claims-made". Liability coverage includes legal defense and protection against awards from claims reported or filed after the completion of my program(s) if the alleged acts or omissions are within the scope of the program(s). Such plan does not provide coverage for activities I engage in which are outside the scope of my employment even if such activities are specifically permitted by my program director.

In carrying out the duties which have been assigned to me and for any other matter relating to my conduct during this period of training, I understand that I will be functioning at all times under the jurisdiction of the director of my residency program, the chief of my clinical department, and the Dean, School of Medicine, as well as assigned supervisory personnel at the respective affiliated hospitals and clinics.

My program has delineated arrangements for living quarters, meals, and laundry or their equivalents in the program manual.

The University will make reasonable accommodations for me (if I qualify as an applicant or employee with disabilities in accord with the Americans with Disabilities Act (ADA) and the Rehabilitation Act of 1973). Accommodation shall be consistent with the job qualifications and the operational needs of the University. I am able to reference, for review, the full policy at:

<http://www.umsystem.edu/ums/hr/>

In signing this contract, I agree to the terms set forth herein and acknowledge receipt of the program manual and Attachment A. I understand that a copy of this agreement will be sent to the program coordinator, in addition to being kept in my training file.

FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI,
UNIVERSITY OF MISSOURI-COLUMBIA SCHOOL OF MEDICINE

Residency Program Director or Department Chair

Signature of Resident

Date

Date

Attachment A: Access and Confidentiality Agreement
ACCESS AND CONFIDENTIALITY AGREEMENT
(Physician)

As a physician at University of Missouri Healthcare (UMH), hereafter referred to as "Physician", you may have access to what this agreement refers to as "confidential information." The purpose of this agreement is to help you understand your responsibilities regarding the access and protection of confidential information.

Confidential information includes patient/staff information, financial information, other information relating to UMH and information proprietary to other companies or persons. You may learn of or have access to some or all of this confidential information through a computer system or through professional care to patients.

Confidential information is valuable and sensitive and protected by law and by strict UMH policies. The intent of these laws and policies is to assure that confidential information will remain confidential and will be used only to accomplish the organization's mission.

As a physician with access to confidential information, you are required to conduct yourself in strict conformance to applicable laws and UMH policies governing confidential information. Your principal obligations in this area are explained below. You are required to read and to abide by these duties. Violation of any of these duties will subject you to discipline, which might include, but is not limited to, loss of privileges to access confidential information, loss of privileges at UMH, and to legal liability.

As a physician, you must understand that you will have access to confidential information which may include, but is not limited to, information relating to:

- Patients (such as records, conversations, admittance information, patient or member financial information, etc),
- Staff, volunteers, or students (such as employment records, grades, performance evaluations, disciplinary actions, etc.),
- UMH information (such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.) and
- Third party information (such as computer programs, client and vendor proprietary information, source code, proprietary technology, etc.).

Accordingly, as a condition of and in consideration of your access to confidential information, you promise that:

- 1. You will use confidential information only as needed to perform your legitimate duties as a physician of patients affiliated with UMH. This means, among other things, that:**
 - A. You will only access confidential information for which you have a need to know; and**
 - B. You will not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as properly authorized within the scope of your professional activities as a physician of patients affiliated with UMH; and**
 - C. You will not misuse confidential information or treat confidential information carelessly.**
- 2. You will safeguard and will not disclose your access code or any other authorization you have that allows you to access confidential information. You accept responsibility for all activities undertaken using your access code and other authorization.**
- 3. You will report activities by any individual or entity that you suspect may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.**
- 4. You understand that your obligations under this Agreement will continue after termination of your privileges as a physician, as defined in this agreement. You understand that your privileges hereunder are subject to periodic review, revision and if appropriate, renewal.**
- 5. You understand that you have no right or ownership interest in any confidential information referred to in this Agreement. UMH may at any time revoke your access code, other authorization, or access to confidential information.**
- 6. You will be responsible for your misuse or wrongful disclosure of confidential information and for your failure to safeguard your access code or other authorization access to confidential information. You understand that your failure to comply with this Agreement may also result in loss of privileges to access confidential information, loss of privileges and to legal liability.**

Physician Signature

Date

Printed or Typed Name

Title