

**EXHIBIT A**

**GRADUATE MEDICAL EDUCATION PROGRAM AFFILIATION AGREEMENT  
BETWEEN  
UNIVERSITY OF KANSAS MEDICAL CENTER  
UNIVERSITY OF KANSAS SCHOOL OF MEDICINE  
AND  
SAINT LUKE'S HOSPITAL OF KANSAS CITY**

The University of Kansas Medical Center ("University") and Saint Luke's Hospital of Kansas City ("Training Site") have entered into this Program Affiliation Agreement ("Program Agreement") as of the \_\_\_\_ day of \_\_\_\_\_ 2007.

WHEREAS, the parties hereto desire to mutually commit themselves to the establishment and maintenance of an approved <<Department Name>> Residency Training Program ("Program").

NOW THEREFORE, in consideration of the premises herein contained, the parties hereto agree as follows:

**I. INTENT**

This Institutional Affiliation Agreement is intended to meet the requirements of the Institutional Requirements/Institutional Agreements section of the Graduate Medical Education Directory, approved by the Accreditation Council for Graduate Medical Education ("ACGME").

**II. INTRODUCTION**

A list (schedule) of the residents who have been approved for this Program rotation and the license number, DEA number, pager number and other required information for each resident rotating at the Training Site will be provided prior to the resident's rotation. The Program Director of the University shall inform the Training Site of any changes in rotation throughout the program year prior to the resident's rotation. The rotation will consist of an educational experience intended to broaden the resident's management and experience in providing quality patient care.

All residency programs offered by the University shall conform to the requirements set by the relevant Residency Review Committee ("RRC") of the ACGME. The University will notify the Training Site immediately if the Program's accreditation is ever suspended, limited, terminated or ended for any reason. The Training Site will have the option to terminate this Program Agreement by giving written notice within sixty (60) days of receipt of such notification by the University.

**III. SITE DIRECTOR, SUPERVISING PHYSICIANS AND PROGRAM DIRECTOR**

The Program Director for the University will oversee and organize the activities of the Program at the Training Site. This includes supervising the faculty and other Program personnel, appointing a member of Training Site's Medical Staff as Site Director ("Site Director"), and monitoring appropriate resident supervision at the Training Site. The Site Director must have a current faculty appointment at the University in an academic department relevant to the Program for which residents are supervised. With oversight by the Program Director, supervising physicians

at the Training Site shall be responsible for the supervision of the residents in all educational and patient care activities. The following persons are designated as the Site Director and supervising physicians for the Program at the Training Site: <<**Site Director and Supervising Physician Name(s)**>>

The Program Director for the University is <<**Director Name**>>. The University has developed policies and procedures governing the selection, conduct and training of residents. The Program Director shall have both the authority and the responsibility to direct the Program's activities and establish policies for the Program including, but not limited to the following:

- a. Oversight of all educational activities
- b. Selection of all residents to the Program
- c. Scheduling the rotation times of all residents in the Program, as well as determination of the number of residents on each rotation, as agreed to by Training Site
- d. Assuring that the Program meets the requirements for accreditation by the RRC
- e. Evaluating all residents on a semi-annual basis, or as needed
- f. Advancing residents
- g. Suspending and dismissing residents from the Program
- h. Selecting a Site Supervisor
- i. Selecting all staff physicians at Training Site who supervise resident physicians

#### IV. TEACHING STAFF

The Program Director has the authority and responsibility to select the teaching staff from the Medical Staff of Training Site for rotations at the Training Site with the agreement of the **[Chairman of the Department of \_\_\_\_\_] [Site Director] [Chief of \_\_\_\_\_] [Assistant Program Director] [Associate Program Director]**, or his/her designee. The teaching staff is responsible for the teaching, supervision and evaluation of each resident's performance in the Program at Training Site.

#### V. EDUCATIONAL CONTRIBUTIONS:

The Program Director will provide residents for:

- a. Required rotations at Training Site, which will be determined by the Program Director and the Department of <<**Department Name**>>.
- b. Elective rotations for University residents which will be determined by the Program Director with the mutual agreement of the Site Supervisor, and/or **[Chairman of the Department of \_\_\_\_\_] [Site Director] [Chief of \_\_\_\_\_] [Assistant Program Director] [Associate Program Director]** or his/her designee.
- c. Both required and elective rotation schedules, which will be timely documented and communicated to the appropriate personnel.

Training Site:

- a. Shall provide teaching staff, selected as indicated above, who will provide both required and elective clinical rotations for the Program.
- b. Shall direct the **[Chairman of the Department of \_\_\_\_\_] [Site Director] [Chief of \_\_\_\_\_] [Assistant Program Director] [Associate Program Director]** to coordinate communications regarding the Program with the Program Director.

- c. Shall provide adequate facilities and educational resources for the Program for use by residents in the Program, including, but not limited to, a medical library, space for personal education, a medical record system that facilitates both quality patient care and education and clinical support services such as Laboratory and Radiology.
- d. May provide residents with educational in-service and lectures as appropriate to their clinical education.
- e. Shall maintain attendance records for each rotation and, if requested by University, provide University with a copy of that information.
- f. On reasonable request, shall permit inspection of the Training Site and other such items pertaining to the Program by University and/or agencies charged with responsibility for accreditation of the Program.
- g. Shall apprise the Program Director of the residents' performance during the rotation and notify the Program Director in a timely manner of any difficulties or deficiencies in the resident's performance.
- h. Upon completion of each rotation, shall provide to the Program Director an evaluation of each resident's performance.

## **VI. RESIDENCY TRAINING PROGRAM AND EDUCATIONAL GOALS**

- a. The residents listed in Appendix A will have a valid temporary Kansas medical license, or when applicable, a valid Missouri contiguous license.
- b. Educational goals for the Program are contained in Appendix C, Program Goals.
- c. The Training Site will retain full authority to supervise the care and treatment of patients at the Training Site. The **[Chairman of the Department of \_\_\_\_\_] [Site Director] [Chief of \_\_\_\_\_] [Assistant Program Director] [Associate Program Director]** will have the authority to reprimand and remove any resident on rotation at the Training Site for due cause. Any such action will be reviewed by the Program Director and be subject to the University procedures and the resident's contract with the University, provided that no such review or procedures will require the Training Site to permit such resident to practice at the Training Site if the Training Site determines that to do so is not to be in the best interest of its patients or the Training Site.

## **VII. FINANCIAL COMMITMENT**

- a. Residents who participate in the rotation at the Training Site are not considered employees of the Training Site, and are not entitled to receive directly from the Training Site monetary compensation, worker's compensation insurance, and/or any other employee benefits or status.
- b. Resident stipend/benefit shall be paid by the University of Kansas-School of Medicine. The Training Site shall reimburse the University of Kansas-School of Medicine the cost of resident stipend and benefits and related overhead costs while at the Training Site per Paragraph VII.c below.
- c. The Training Site agrees to provide financial support for resident(s) per scheduled FTE rotating to the Training Site on a monthly basis (See Appendix A). The University may substitute residents at the Training Site, if needed. Financial support includes resident stipend and benefits based on current year PGY rates (See Appendix B-2), and an agreed upon portion of the University's related overhead costs to support Graduate Medical Education. (See Appendix B-1). The Training Site will not withhold compensation for residents who periodically attend educational conferences. Scheduled FTE may include normal leave time (e.g., vacation leave, sick leave) not to exceed five (5) days per

rotation. The Training Site is not responsible for providing financial support for ACGME and RRC required university/hospital-affiliated continuity clinics.

## **VIII. LIABILITY INSURANCE**

- a. The University will provide professional liability coverage for each resident rotating to the Training Site for authorized activities within the scope and course of participation of a resident training program at the Training Site during the period of time this Program Agreement is in effect, with coverage in the amount of at least \$1 million per occurrence and \$3 million in the annual aggregate. This coverage shall be maintained through the University's self-insurance program established pursuant to Kansas Statutes Annotated §40-3401 et seq.
- b. The Training Site's professional insurance or self-insurance program will cover the Training Site during its participation in the Program with coverage in the amount of at least \$1 million per occurrence and \$3 million in the annual aggregate. The Training Site shall also take reasonable steps to ensure that its physicians and employees are appropriately covered by professional liability insurance.
- c. If either the University or the Training Site are sued based upon an allegation of vicarious liability for any event, act, or omission occurring at the Training Site, or involving its employees, agents, or independent contractors, both parties and their insurance carriers agree not to assert a claim of indemnification, subrogation or contribution against any resident who has provided medical care under the direction and/or supervision of the teaching staff.

## **IX. THE PROGRAM YEAR**

The program year will be from July 1 through June 30 for this Program Agreement and any succeeding program year.

## **X. MISCELLANEOUS**

The obligations and terms of this Program Agreement will bind the parties, their legal representatives and assigns. The failure of the Training Site or University to seek redress for violation or to insist on strict performance of any term, provision, or condition of this Program Agreement will not waive any such violation or lack of strict performance or any subsequent breach of any portion of this Program Agreement.

This Program Agreement contains the entire agreement between the Training Site and University relating to the specific subject matter hereof superseding all prior and contemporaneous agreements and representations between them, oral and written, and no subsequent agreement between them will change or otherwise affect this Program Agreement unless in writing signed by all the parties to this Program Agreement.

This Program Agreement will continue in effect on a program-year to program-year basis, unless terminated effective at the end of any program year by any party providing the other party written notice not less than ninety (90) days prior to the end of such program year.

**XI. GENERAL**

Neither the Training Site nor University shall discriminate against any resident participating in the Program at the Training Site on the basis of race, color, age, religious affiliation, gender, national origin, sexual orientation or disability.

**XII. NOTICES REQUIRED HEREIN SHALL BE sent by certified mail addressed to:**

**For the University to:**

Timothy L. Bennett, M.D.  
Associate Dean for Graduate Medical Education  
University of Kansas Medical Center, Mail Stop 1060  
3901 Rainbow Boulevard  
Kansas City, KS 66160

**For Training Site to:**

Diana Dark, M.D.  
Director of Medical Education  
Saint Luke’s Hospital of Kansas City  
4401 Wornall Road  
Kansas City, MO 64111

This Program Agreement between University and Training Site is executed and agreed upon by the following parties:

**UNIVERSITY OF KANSAS MEDICAL CENTER**

**SAINT LUKE’S HOSPITAL OF KANSAS CITY**

\_\_\_\_\_  
<<Program Director, MD>>  
Program Director, Department of <<Name>>  
Date\_\_\_\_\_

\_\_\_\_\_  
Mark S. McPhee, M.D.  
Senior Vice President & Chief Operating Officer  
Date\_\_\_\_\_

\_\_\_\_\_  
Alan J. Smith, Ph.D.  
Assistant Dean for Graduate Medical Education  
Date\_\_\_\_\_

\_\_\_\_\_  
Diana Dark, M.D.  
Director of Medical Education

\_\_\_\_\_  
Barbara F. Atkinson, M.D.  
Executive Vice Chancellor  
Executive Dean, School of Medicine  
Date\_\_\_\_\_

*Contract form has been approved as to form by:*

\_\_\_\_\_  
Steve L. Ruddick  
Associate General Counsel  
Date\_\_\_\_\_

**Appendix A: Resident List**  
**Appendix B-1: Invoice Calculation**  
**Appendix B-2: Rate Table**  
**Appendix C: Goals and Objectives**