

KANSAS BRIDGING PLAN
SAMPLE PRACTICE COMMITMENT AGREEMENT
BETWEEN COMMUNITY AND RESIDENT

This Practice Commitment Agreement (hereafter Agreement) by and between _____, a qualified Kansas city or otherwise qualified entity (hereafter City), and _____, a resident (hereafter Resident), shall be deemed effective _____.

Whereas the 1992 Kansas Legislature established a Kansas Medical Residency Bridging Program at the University of Kansas Medical Center (hereafter KUMC) which is to be developed and implemented in order to provide encouragement, opportunities and incentives for those in primary care residency training programs, operated by or affiliated with KUMC, or approved by the State Board of Healing Arts, in general Pediatrics, general Internal Medicine, Medicine/Pediatrics, or Family Practice upon the completion of their residency training to locate and maintain for a certain definite period of time their medical practices in cities located in any county in Kansas other than Douglas, Johnson, Sedgwick, Shawnee or Wyandotte county: and

Whereas KUMC has developed and implemented such program and is entering into separate agreements with a limited number of qualified Residents who are agreeing to engage in the full-time practice of medicine in the aforesaid primary care specialties in selected qualifying cities upon satisfactory completion of their qualifying primary care residency for certain monetary rewards; and

Whereas this Agreement shall be entered into by and between Resident and City whereby Resident upon completion of his/her said residency shall commence and continue the full-time practice of medicine in her/her said primary care specialty in _____, Kansas for 36 continuous months in exchange for benefits having an aggregate monetary value equal to or greater than the aggregate amount loaned to Resident by KUMC under their separate agreement; and

Whereas a qualifying entity other than a qualified Kansas city is an entity other than the University of Kansas School of Medicine that is representative of the interest of _____, Kansas; and

Whereas Resident to be eligible to sign this Agreement must have completed one year of post-graduate training in one of the aforesaid primary care specialties and be eligible for an unrestricted Kansas license to practice medicine:

Now, therefore, in consideration of the foregoing and the mutual promises and benefits exchanged below, City and Resident understand and agree to the following:

- 1) City covenants to loan to Resident \$ _____ for each year, or any part thereof, of his/her residency training in general Pediatrics, general Internal Medicine, Medicine/Pediatrics, or Family Practice operated or affiliated with KUMC remaining after the date of this Agreement. The first \$ _____ loaned shall be payable to Resident following the date of the execution of this Agreement by City and Resident. The following year's \$ _____ loan, if any, shall be payable on the anniversary date of the payment of the first \$ _____. City further covenants to loan to Resident an additional \$ _____ upon Resident satisfactorily completing his/her aforesaid primary care residency training program.
- 2) Resident covenants that within 90 days after the satisfactory completion of his/her aforesaid residency training program, he/she will commence and continue the full-time practice of medicine and surgery in one of the aforesaid primary care specialties in _____, Kansas for a period of 36 continuous months.
- 3) During the resident's satisfaction of his/her service requirement prescribed in Paragraph 2 hereof, City covenants to forgive for each month of service 1/36 of the total loaned to Resident plus accrued interest thereon otherwise owed by Resident to City as prescribed in Paragraph 4 hereof. Resident understands and agrees that to be eligible for said monthly forgiveness, Resident at the end of each respective month must be in compliance with all of the terms and provisions of this Agreement as well as the terms and provisions of the aforesaid separate agreement between Resident and KUMC, which is incorporated herein and made a part hereof.
- 4) Resident covenants that if he/she fails to satisfy all the terms and provisions of this Agreement, he/she will be considered in default as of the date he/she first so fails to satisfy any terms of provision hereof. Resident covenants that when default occurs he/she will repay to City within 90 days of the date of such default the total amount loaned to such date plus interest at an annual rate of 15% thereon from the date each such amount was received less monthly forgiveness provided for in Paragraph 3 hereof. Resident understands and agrees that he/she shall not be entitled to any subsequent loan set forth in Paragraph 1 hereof and after the date of such default.
- 5) City covenants that upon the Resident satisfying all of the terms and provisions of this Agreement, the total of all loans received by the undersigned plus interest shall be forgiven.
- 6) Resident covenants to complete a one-month rural rotation during his/her said residency program. Residents in residency training programs deemed rural by KUMC are exempt from this requirement.

- 7) Resident covenants that if there are any coexisting violations of any of the terms and provisions of this Agreement, that said separate agreement between Resident and KUMC and a nonconflicting Kansas Medical Scholarship and/or Kansas Medical Loan Program, the forfeiture and collection provision of all agreements may simultaneously be enforced.
- 8) Resident covenants that he/she will maintain records and make reports to KUMC to document the satisfaction of the various requirements of this Agreement as is required from time to time by KUMC. Resident covenants he/she will at all times during the terms of this Agreement keep City informed of his/her current professional and personal addresses.
- 9) It is understood and agreed that Resident's service obligation shall be postponed during any period of temporary medical disability during which Resident is unable to practice medicine and surgery because of such medical disability.
- 10) If at any time during this Agreement Resident dies or by reason of permanent physical disability is unable to practice medicine and surgery, then from and after such occurrence he/she shall be considered as having met all of his/her undertakings accepted in this Agreement and no repayment of said loan plus interest shall be due from and after such occurrence.

_____, Kansas or
 Resident

 (Print Name)

 Representative Entity

 Date

 Title

 Date