

KANSAS BRIDGING PLAN  
RESIDENCY LOAN AGREEMENT

This agreement by and between the University of Kansas Medical Center (hereafter KUMC) and First M. Last, M.D., a resident (hereafter Resident), shall be deemed effective July 1, (year).

Whereas the 1992 Kansas Legislature established a Kansas Medical Residency Bridging Program at KUMC which subject to appropriation 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, to locate and maintain for a certain definite period of time their medical practices in communities in any county in Kansas other than the counties of Douglas, Johnson, Sedgwick, Shawnee or Wyandotte upon the completion of their residency training; and

Whereas KUMC has certain money available to loan residents who qualify for such loans and enter into Residency Bridging Loan Agreements; and

Whereas to be eligible for such loan, Resident must have completed one year of postgraduate training in one of the aforesaid primary care residency training programs and be eligible for an unrestricted Kansas License to practice medicine; and

Whereas Resident must agree to engage in the full-time practice of medicine in one of the primary care specialties of general Pediatrics, general Internal Medicine, or Family Practice in a selected qualifying Kansas community upon satisfactory completion of his/her primary care residency training program in one of the aforesaid qualifying primary care specialties and further agree to the other terms and provisions of this Agreement:

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

1. KUMC covenants to loan Resident \$5,000 for each year, or any part thereof, of his/her resident's training in general Pediatrics, general Internal Medicine, Medicine/Pediatrics, or Family Practice operated by or affiliated with KUMC remaining after the date of this Agreement. The first \$5,000 loan shall be payable to Resident following the date of the execution of this Agreement by KUMC and Resident. The following year's \$5,000 loan, if any, shall be payable on the anniversary date of the payment of the first \$5,000.
2. Resident covenants that within 90 days after the satisfactory completion of his/her aforesaid residence 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 a community in any county in Kansas other than the counties of Douglas, Johnson, Sedgwick, Shawnee or Wyandotte for a period of 36 continuous months under a Practice Commitment Agreement.
3. During the Resident's service and satisfaction of his/her service requirement prescribed in Paragraph 2 hereof, KUMC covenants to forgive for each such month of

service 1/36 of the total loan paid to Resident plus accrued interest thereon otherwise owed by Resident to KUMC as prescribed in Paragraph 4 hereof. Resident understands and agrees that to be eligible for said monthly forgiveness, Resident must be in compliance with all of the terms and conditions of this Agreement at the end of each respective month.

4. Resident covenants that if he/she fails to satisfy all of 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 term and provision of said Agreement. Resident covenants that when default occurs, he/she will repay to KUMC within 90 days of the date of such default the total amount loaned to such date plus interest thereon less any monthly forgiveness provided for in Paragraph 3 of said Agreement. Resident understands and agrees that he/she shall not be entitled to any subsequent loan set forth in Paragraph 1 hereof from and after the date of such failure.

5. KUMC covenants that upon the resident satisfying all of the terms and provisions of the said Residency Bridging Loan 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 understands that if he/she has previously been a recipient of a Kansas Medical Scholarship and/or Kansas Medical Loan Program, he/she is not eligible to apply for and/or receive a loan under this Agreement if the terms and provisions of this Agreement do not in all respects allow Resident to satisfy his/her service obligation with KUMC under the Kansas Medical Scholarship and/or Kansas Medical Loan Program.

8. Resident covenants that except for the possibility of being a party to a Kansas Medical Scholarship and/or Kansas Medical Loan Program which is not in conflict with the terms and conditions of this Agreement, he/she is not a party to any other contract obligating him/her to provide medical services outside the terms and provisions of this Agreement.

9. Resident covenants that if there are any coexisting violations of any of the terms and provisions of this Agreement and a nonconflicting Kansas Medical Scholarship and/or Kansas Medical Loan Program, the forfeiture and collection provisions of both Agreements may simultaneously be exercised.

10. 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 term of this Agreement keep KUMC informed of his/her current professional and personal addresses.

11. It is understood and agreed that Resident's service obligation shall be postponed during (1) any period of temporary medical disability during which Resident is unable to practice medicine and surgery because of such medical disability, or (2) any other period of postponement agreed to or determined in accordance with criteria agreed to in the here often mentioned Practice Commitment Agreement with the community located in any one of the qualifying Kansas counties.

12. If at any time during this Agreement Resident dies or Resident 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 repayments of said loan plus interest shall be due from and after such occurrence.

13. It is understood and agreed that a Practice Commitment Agreement will be entered into (1) by and between Resident and a qualifying community where such practice is to commence and continue for 36 continuous months or (2) by and between Resident and another contracting entity other than KUMC that is representative of the interest of the community where such practice is to commence and continue for 36 continuous months which provides Resident with benefits having an aggregate monetary value equal to or greater than the aggregate amount loaned to Resident under this Agreement. The various obligatory terms and provisions of this Agreement, as they apply to the Resident, shall be a part of any such Practice Commitment Agreement.

Resident

The University of Kansas Medical Center

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Dean, School of Medicine-Wichita

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Executive Dean, KUMC

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Executive Vice Chancellor, KUMC

Approved as to form:

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Legal Counsel to the Medical Center