



GRADUATE MEDICAL EDUCATION

RESIDENT AGREEMENT OF APPOINTMENT

This Agreement is made and executed this _____, 2022 by and between OZARK CENTER, a Missouri not-for-profit corporation ("**Ozark**"), and, _____ ("**Resident**").

PERFORMANCE

WHEREAS, the Resident is a graduate of a medical school who has been accepted for enrollment in a postgraduate medical training program ("**Program**") at Ozark Center, a non-profit organization engaged in providing graduate medical education; and

WHEREAS, the Program is sponsored by Kansas City University Graduate Medical Education Consortium ("KCU-GME Consortium"), an ACGME-approved sponsoring institution engaged in graduate medical education programs; The KCU-GME Consortium Policy and Procedure Manual (Manual) is located at <https://www.kansascity.edu/programs/graduate-medical-education>. This Manual establishes the minimum guidelines for the residency training program, and

WHEREAS, institutions, organizations and agencies offering programs in graduate medical education must assume responsibility for the educational validity of all such programs; and

WHEREAS, graduate medical education requires that the Resident be directly involved in providing patient care under supervision in an organization that accepts responsibility for the quality of its graduate medical education program; and

WHEREAS, satisfactory completion of each year of graduate medical education is necessary for advancement to the next level of the training in the program; and

WHEREAS, the activities of the Resident in the Program are recommended by the clinical competency committee (CCC) and program director for advancement.

WHEREAS, during training, the Resident will, as described below, receive an annual stipend, housing allowance and additional educational support, the amount of which is not related to the nature of services the Resident renders or the number of hours spent in patient care; and

WHEREAS, the Resident and Ozark agree that their relationship is primarily educational, and

WHEREAS, excellence in patient care must not be compromised or jeopardized by the needs and prerogatives of the Program, nor should the educational mission be compromised by an excessive reliance on the Resident to fulfill service obligations.

THEREFORE IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

In consideration of the foregoing and of the terms, covenants, and conditions hereinafter set forth, each of the parties agree that the following terms and conditions will govern the operation of the Program:

I. Duration of Appointment (IV.C.2.b)

- A. Duration of Program: Begins on [redacted] and ends on [redacted].
- B. Field of Graduate Medical Education: Psychiatry
- C. Level of Training: PGY [redacted]

II. Financial Support (IV.C.2.c)

- A. Annual Stipend Rate: Ozark shall pay PGY-1 \$51,990; PGY-2 \$54,240; PGY-3 \$56,120; PGY-4 \$58,450 as an annual stipend. Such amount shall be paid in accordance with Ozark's payroll practices. (IV.C.2.c)

Housing Allowance: Ozark shall pay from grant funds PGY 1 \$5,000; PGY 2 \$5,000; PGY 3 \$5,000; PGY 4 \$5,000 per year as a housing/utility allowance. Such amount, or so much of such amount, is available on an annual basis dependent on funding, shall be paid in accordance with Ozark's pay policy for such benefit.

- B. Educational Leave: If applicable, Ozark shall provide paid leave for dates of COMLEX/USMLE examinations with prior approval by the Program Director. Ozark may provide Continuing Medical Education (CME) days with prior approval of CME by the Program Director (not to exceed 5 days). (IV.C.2.i)

III. Benefits

- A. Resident shall be entitled to the following benefits, subject to the same conditions applicable to Ozark exempt employees and the terms and conditions of the Ozark's current benefit plans and/or policies. The benefits listed below may be unilaterally modified by Ozark from time to time:
 - 1. **Health Insurance and Other Benefits (IV.C.2.g; IV.C.2.h):** Ozark will provide access to comprehensive health insurance for residents and eligible dependents and other benefits including access to long term disability income protection. Comprehensive information is available to residents during the interview season and provided during orientation when Resident begins employment with Ozark. Residents may be given the opportunity to purchase additional supplemental benefits.

2. **Worker's Compensation:** Ozark will provide Worker's Compensation coverage to the Resident, consistent with Missouri law.
3. **Paid Leave (IV.C.2.i):** The paid time off (“PTO”) Plan Provides Residents 120 hours per year. PTO is defined as time off for vacation or sick leave. Ozark approved holidays are paid holidays and are not deducted from Resident’s PTO days; however, Resident may be assigned to work on a holiday. PTO does not accumulate nor carry over from year to year, and usage is subject to the prior approval of the Program Director. Unused PTO will not be paid out at the end of the academic year. When it is anticipated that an extended leave is necessary for medical/personal reasons, with the Program Director’s permission and with appropriate notification to Human Resources, the individual Resident may use accrued PTO time. PTO must be requested and approved sixty (60) days in advance. Resident is allowed up to two hundred forty (240) hours or six weeks of paid approved medical, parental, and caregiver leave of absence for qualifying reasons that are consistent with applicable laws once at any time during an the ACGME-accredited program, starting the day the resident/fellow is required to report. PTO is required to be used for this paid leave up to eighty (80) hours. Residents will be provided with at least the equivalent of 100 percent of their salary for the first six weeks of the first approved medical, parental, or caregiver leave of absence taken during residency. Residents will be provided an additional forty (40) hours or one week of paid time off reserved for use outside of the first six weeks of the first approved medical, parental, or caregiver leave of absence taken. This ensures the continuation of health and disability insurance benefits for residents and their eligible dependents during any approved medical, parental, or caregiver leave(s) of absence. The program director or coordinator is available to describe the process for submitting and approving requests for leaves of absence and will be available for review by residents at all times.
4. **Unpaid Leave (IV.C.2.i, IV.C.2.j):** The Resident is entitled to benefits under the federal Family and Medical Leave Act. Other than emergencies, unpaid leave of absence requests should be made in advance and Human Resources shall be notified and appropriate FMLA paperwork submitted. Other medical or personal unpaid leave of absence may be granted with the approval of Program Director in conjunction with the Graduate Medical Education Committee, consistent with accreditation regulations, as applicable, only after the Resident has exhausted all of his or her PTO benefits. Makeup time and/or repeat of training shall be determined by the Program Director in accordance with ACGME guidelines. The use of leave without pay may require the resident to extend his/her training program to satisfy the duration of training for board eligibility/certification requirements.

If a LOA affects a Resident’s ability to satisfy Program completion requirements, the Program Director will provide written notice to the resident within fifteen (15) working days on the ability to satisfy the requirements for program completion (IV.C.2.j).
5. **Disability:** Ozark, upon written notice to the Resident, may terminate this Agreement due to the incapacity of the Resident due to a non-work related illness or injury, at any time

after the continuation of such incapacity for more than sixty (60) days, or upon exhaustion of any leave to which the Resident is entitled during such incapacity under Ozark's Leave of Absence policy, whichever occurs at a later time.

6. **Optional Benefits:** The Resident may be given an option to participate in additional benefit programs at Ozark's discretion.

IV. Professional Liability Insurance (IV.C.2.f)

- A. Ozark agrees to provide professional liability insurance coverage for the Resident for the duration of his/her training. Such coverage will provide legal defense and protection against awards from claims, up to the amount of the policy limits, reported or filed during or after the completion of the Program, if, and only if, the alleged acts or omissions of the Resident are within the scope of the Program. The coverage provided will be consistent with Ozark's professional liability coverage provided to other medical and professional practitioners. Extended reporting period coverage, i.e., tail coverage when deemed necessary, will be provided by Ozark upon Resident completing the program or upon termination of this Agreement. **Moonlighting activities, outside the Center's business model, are not covered under Ozark's professional liability insurance. If a Resident is approved by the Program Director to moonlight outside the Ozark Center model, the resident is responsible for obtaining professional liability insurance coverage for those activities.**

V. Ozark Obligations

Ozark shall:

- A. **Environment of Training:** Provide a suitable environment for Program training consistent with the requirements promulgated by the ACGME in the specialty and "Common Program Requirements."
- B. **Designation of Director:** Designate a Program Director to serve as the person responsible for the implementation of this Agreement and for the overall supervision of the Residents.
- C. **Resident Involvement.** Provide involvement of the Resident in areas of concern for patient care through appropriate Ozark councils or committees.
- D. **On-Call Rooms/Dress Code:** Provide on-call rooms and two lab jackets/scrubs. The Resident shall be subject to the dress code described in the Resident's Manual.
- E. **On-Call Meal Allowance:** Allow the Resident access to the physician's lounge for meals during hospital shifts.
- F. **Impairment and Substance Abuse Education.** Ozark shall inform the Resident of, and make available, Ozark's written policies for handling physician impairment, including impairment related to substance abuse.

- G. Harassment Free Workplace Policy.** Enforce its policy not to permit or condone remarks and/or activity concerning unwelcome sexual advances, requests for sexual favors, or any other conduct of a sexual nature. Ozark's policy, which will be made available to the Resident, defines and prohibits harassment and sets forth a protocol whereby complaints of harassment and exploitation may be addressed in a manner consistent with the law and due process. Such policy on harassment may be changed by Ozark from time to time.
- H. Ozark Sponsored Counseling.** Provide the Resident access to participation in Ozark sponsored counseling, medical, psychological, and other support services on a confidential basis, including matters relative to Resident impairment. These services are described in Ozark's policy, a copy of which will be made available to the Resident, which sets forth the various forms of employee assistance provided by Ozark to the Resident. Such policy may be changed by Ozark from time to time, as appropriate.

VI. Resident's Responsibilities (IV.C.2.a)

Residents are expected to conduct themselves in a professional manner regarding achievement of educational objectives, provision of patient care, and relations with their colleagues. It is the resident's responsibility to stay abreast of general academic requirements. Residents should refer to the KCU-GME Consortium Policy and Procedure Manual for a full list of responsibilities.

- A. Clinical and Educational Work Hours (IV.C.2.1):** Ozark is responsible for promoting patient safety and education through carefully constructed clinical and educational work-hour assignments and faculty availability. Ozark and the Resident will abide by all ACGME requirements regarding Clinical and Educational Work Hours for Resident as applicable.
- B. State of Missouri Medical Licensure:** Resident must acquire and maintain the appropriate State of Missouri Medical Licensure as required by Missouri law prior to starting the Program. Such license must be issued without conditions or restrictions. Resident agrees to furnish Ozark a copy of his/her application for a Missouri License. Ozark may perform its own review of the application to determine, in its sole discretion, if the Resident is acceptable for enrollment in Ozark's Residency Program. Resident will not be permitted to begin the Program until the appropriate license has been obtained. Failure to comply with this requirement will be grounds for immediate suspension or termination of appointment. The training license fee will be paid for by Ozark. Any permanent license fee will be the responsibility of the Resident.
- C. Assignments/Rotations:** Assignments and rotations will be carried out by the Resident as set by the Program Director under the guidelines of the ACGME, and the respective specialty requirements.
- D. Conditions for reappointment and/or Promotion to the next training year of the program (IV.C.2.d):** Continuation and/or promotion in the Program are contingent upon satisfactory academic and professional performance by the Resident. The resident must participate and be successful in the annual in-service exam and other assessments required to prepare for initial certification upon graduation from the training program.

Information related to eligibility for Psychiatry board certification can be found at <https://www.abpn.com/access-residency-info/residents/> or <http://www.aobnp.org/psychiatry> (IV.C.2.k). In addition, each Resident should expect to be reviewed at least semi-annually on his/her performance by the Program Director. Any makeup time must be completed at the end of the agreement year and/or before promotion to the next training year. A Resident receiving an inadequate evaluation or assessment review based on the Clinical Competency Committee findings recommended to the Program Director may be required to repeat a rotation/assignment to obtain approval for a certification of completion from the Program Director and the Sponsoring Institution.

- E. Medical Records:** As required by the Bylaws and Procedures of Medical Staff of Ozark Center and Freeman Health System and any affiliate teaching entity, the Resident is required to complete medical records. The Resident shall comply with all Ozark and Freeman Health System, Program, and Medical Staff policies regarding the completion of medical records. Completion of the medical record, including dictation of a discharge summary, is an integral component of medical care and is part of the Resident's responsibilities. A medical record that is not completed within the time specified in the guidelines is delinquent.
- F. Compliance with Laws, Regulations, Accreditation:** Resident acknowledges that Ozark has certain obligations in connection with applicable laws, regulations and accreditation standards, including but not limited to the Patient Self-Determination Act, the Health Care Quality Improvement Act, the Health Care Surrogate Act, the Missouri Hospital Licensing Act and Regulations, the Emergency Medical Treatment and Active Labor Act, the Safe Medical Devices Act, the Medicare Anti-Kickback Statute and Safe-Harbor Regulations, Occupational Safety and Health Administration regulations, Medicare and Medicaid eligibility and reimbursement requirements, legal requirements applicable to the maintenance of state and federal tax-exempt status, the standards of the Healthcare Facilities Accreditation Program, and all applicable labor and civil rights laws. Resident further acknowledges that Ozark from time to time may adopt policies, procedures and/or documentation requirements in connection with the implementation of such laws, regulations and accreditation standards. Resident agrees to cooperate fully with Ozark in its compliance with all applicable laws, regulations and accreditation standards, as may be enacted or amended from time to time, and with all implementing policies, procedures and/or documentation requirements now in existence, or as may be adopted or amended by Ozark from time to time.
- G. Policies/Standards/Employee Physical/Drug Screening:** Resident shall comply with all policies applicable to Ozark exempt employees, including: (1) the requirement that a Resident must complete an employee physical examination prior to beginning employment; (2) compliance with Ozark's Harassment Free Workplace Policy; and (3) compliance with Ozark's and Freeman's Parking and Dress Code Policies, all in accordance with the most recently revised version of such Ozark policies. Resident is also subject to Ozark's policy pertaining to drug screening of employees, as such policy may be amended from time to time. Failure to pass drug screening pursuant to the provisions of Ozark

policy may result in non-hiring or termination of employment. The results of a positive drug screen will be subject to applicable legal reporting requirements, including any reporting requirements of the Missouri Board of Healing Arts. Resident shall honor and abide by all other employee policies and procedures of Ozark, as may be adopted or amended from time to time. Resident shall conduct himself or herself in a professional manner consistent with Ozark's standards. Resident acknowledges that it is the express policy of Ozark to prohibit discrimination on the basis of race, color, sex, religion, national origin, gender, sexual orientation, disability, veteran status or any other classification protected by law.

- H. Development of Program Study:** The Resident shall develop a personal program of study and professional growth with guidance from the teaching medical staff and demonstrate ability to assume graded and increasing responsibility for patient care. Furthermore, Resident shall participate in safe, effective, and compassionate patient care under supervision, commensurate with the level of advancement and responsibility.
- I. Participation in Educational Activities:** The Resident shall fully participate in the educational activities of the Program and, as required, assume responsibility for teaching and supervising medical students.
- J. Participation in Ozark Committees:** The Resident shall participate in Ozark committees and councils, especially those that relate to patient care review activities.
- K. Cost Containment:** The Resident shall apply cost containment measures in the provision of patient care.
- L. Moonlighting: Intermediate level** residents may moonlight subject to the approval of the Program Director in conjunction with the Graduate Medical Education Committee and the procedure set forth in the Resident Manual.
- M. Housing:** Personal housing must be obtained and paid for by the Resident.
- N. Quality Improvement and Risk Management Activities.** The Resident agrees to participate in and cooperate with Quality Improvement/Risk Management activities as directed by the Program Director or Risk Management, and to provide such statistical information as may be required to fulfill the Quality Improvement/Risk Management efforts of Ozark.
- O. Board Examination:** The resident shall be responsible for the eligibility requirements related to specialty board examinations. Residents should discuss with the Program Director and/or contact the certifying board of his/her specialty for more information and clarification regarding board examination. Also, resident should refer to the specialty board website for the most up-to-date eligibility requirements.

VII. Termination

A. Termination by Ozark for Cause: Ozark may terminate this Agreement immediately, without any right to hearing, for any of the following reasons:

1. Resident is unable to obtain a Missouri temporary license that is unrestricted and free of conditions.
2. Professional incompetence of the Resident as determined by the teaching staff.
3. Breach of the terms of this Agreement by the Resident.
4. Neglect of duty or violation of Ozark rules, regulations or policies by the Resident.
5. Should the Resident be charged with a felony or be convicted of, enter a plea of guilty to, or enter an Alford Plea to a charge determined by the Program Director, in his/her exclusive discretion, to render the Resident unfit professionally to participate in the Program.
6. Conduct by the Resident seriously and clearly prejudicial to the best interest of Ozark, in the exclusive discretion of the Program Director.
7. Unapproved absence of the Resident from the Program.
8. Loss of a Missouri license to practice medicine.
9. Loss of or inability to obtain professional liability insurance covering Resident.
10. The Resident providing misleading or false information about his/her background or concerning patient care or making a false statement on any application for license in this State or any other state.
11. Upon determination that the Resident has been denied a license to practice medicine in any other state or has had any license suspended or revoked in this or any other state.
12. For violation of any personnel policy of Ozark or of the Resident Manual where termination is provided for by such policy as amended from time to time.
13. If applicable, for Resident failing to obtain certification from the Educational Commission For Foreign Medical Graduates (ECFMG) after their graduation to allow them to gain a temporary medical license or authorization to work in the United States. If resident requires VISA sponsorship, the resident can only hold a J1 VISA. No other VISA's are supported by KCU-GME Consortium or Ozark Center.

- B. Termination Procedure.** If the Program Director determines that the Resident has materially failed to comply with any specific obligations or intent of this Agreement, the Resident shall be subject to such disciplinary action as may be appropriate, subject to the hearing and review procedure for Residents at Ozark. Termination or disciplinary action shall be set forth in writing to the Resident. However, if it is determined that any action of the Resident has or could have seriously affected immediate patient care, a termination or suspension may be immediate, subject to review as provided in the Resident Manual.
- C. Termination of Agreement by Resident:** The resident may sever his/her appointment at any time by providing in writing at least 60 days' notice of severance to the program director and the Ozark human resources Department. Upon receipt of such notice, Ozark may elect to terminate the Resident immediately and waive such notice period. In such an event, the Agreement shall terminate immediately, and the Resident's services for Ozark shall terminate effective immediately.
- D. Grievance Procedures and Due Process (IV.C.2.e).** Ozark has established a grievance procedure whereby the Resident may resolve, in a fair and equitable manner, a dispute or disagreement with the Program Director or other designee concerning the interpretation, application or enforcement of this Agreement, or Ozark's established policies, rules, regulations, directories or bylaws. A description of the grievance procedure is set forth in the Resident Manual.
- E. Personnel Policies.** Resident shall be subject to the personnel policies of Ozark, as amended from time to time.
- F. Non-renewal of Agreement.** In instances where a Resident's agreement is not to be renewed, the Program will provide the Resident with a written notice of intent not to renew **no later than four months prior to the end of the Resident's current agreement.** However, if the primary reason(s) for the non-renewal occurs within the four months prior to the end of the agreement, Ozark will provide the Resident with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the Agreement.
- G. Program Closure.** In the event the Program is closed or there is a reduction in the total number of Residents in the Program, or there is a significant loss of funding of the program Ozark will use its best efforts to allow the Resident to complete the Program at Ozark. In the event that, in the sole discretion of Ozark, continuation of the Program is untenable by Ozark, Ozark will utilize its best efforts to assist the Resident in transferring to a comparable Resident program within the Consortium.
- H. Equipment of Program.** Should the Agreement between the Resident and Program be terminated for any reason, Resident shall vacate and surrender possession of any space, equipment, and other materials belonging to the Program, excluding Resident's personal equipment and materials.

VIII. General Provisions

- A. Falsification of any information supplied to Ozark or the State of Missouri by the Resident as part of the entrance requirements of the Program, or knowingly giving false information or assisting others in doing so constitutes grounds for immediate dismissal of the Resident from the Program.
- B. In accordance with the provisions of 42 U.S.C. Section 1395 X(v)(l)(i) and 42 C.F.R. Section 420.300 et. seq., both parties agree to make available upon the written request of the Secretary of the Department of Health and Human Services or of the Comptroller General or any of their duly authorized representatives, this Agreement and any other books, records and documents that are necessary to certify to the above named the nature and extent of costs incurred by Ozark for services furnished by Resident for which payment may be made under Medicare, Medicaid or other reimbursement programs. The obligation of the parties to make records available shall extend for four (4) years after the finishing of such services pursuant to this Agreement. In the event of a request by the Secretary or Comptroller General for access, Resident agrees to immediately notify and consult with Ozark concerning the response that will be made to such request.
- C. No provision of this Agreement shall be construed in any manner whatsoever as an assurance of or guarantee of appointment to Medical Staff Membership of Ozark, or any of its affiliated corporations, during or at termination of training.
- D. The Ozark Program expressly acknowledges its obligations as a provider of health care and as an educational organization to maintain as confidential the records of the Resident. These records may be delivered to other health care treatment organizations or prospective employers only upon written request to Ozark by the Resident in such form as designated by Ozark. Records will be furnished to appropriate government agencies as required by law. Documents to be transmitted will be marked "Confidential". Any request for information authorized by the Resident shall allow Ozark to fully respond to such request without limitation.
- E. The rights and obligations of Ozark under this Agreement shall inure to the benefit and be binding upon the successors and assigns of Ozark. Resident may not assign or transfer his/her rights or obligations under this Agreement. Any assignment or transfer made in violation of the provision shall be void.
- F. This Agreement may only be amended or altered in any of its provisions by mutual agreement of the parties hereto, and any such change shall become effective when reduced to writing and signed by such parties or at such other time as such amendment(s) may provide. This provision shall not apply to any policies or procedures of Ozark, the Manual, or any benefit plans not specifically set forth herein. The parties expressly agree that Ozark may modify those as it sees fit from time to time in its exclusive discretion, and the terms of the amendment shall bind Ozark and Resident from the point of the amendment forward.

- G. The laws of the State of Missouri shall govern this Agreement.
- H. This Agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties relating to the subject matter of this Agreement other than those set forth herein. No representation or warranty has been made by or on behalf of any party to this Agreement (or any officer, director, employee or agent thereof) to induce the other party to enter into this Agreement or to abide by or consummate any transactions contemplated by any terms of this Agreement, except representations and warranties, if any, expressly set forth herein. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless in writing and signed by the party to be charged. The submission of any unexecuted copy of this Agreement shall not constitute an offer to be legally bound by any provision of the document submitted either currently or in the future; and no party shall be bound by this Agreement until it is fully executed and delivered to all parties. Facsimile signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their respective authorized officers, effective as of the day and year first written above.

RESIDENT:

Date

OZARK:

Vicky Mieseler, MS, BCCP, NCP
Chief Administrative Officer
Date

Nauman Ashraf, MD
Psychiatry Residency Program Director
Date

REVIEWED BY:

Kerrie J. Jordan, DHSc, C-TAGME
KCU-GME Consortium
Designated Institutional Official (DIO)
Date