



## GRADUATE MEDICAL EDUCATION

### RESIDENT/FELLOW AGREEMENT OF APPOINTMENT

This Agreement is made and executed this \_\_\_\_\_, 2023 by and between OZARK CENTER, a Missouri not-for-profit corporation (“Ozark”), and, \_\_\_\_\_ (“Resident”).

#### PERFORMANCE

WHEREAS, the Resident/Fellow is a graduate of a medical school who has been accepted for enrollment in a postgraduate medical training program (“Program”) at Ozark Center; 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/fellowship 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/Fellow 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 or completion of a training program; and

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

WHEREAS, during training, the Resident/Fellow 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/Fellow renders or the number of hours spent in patient care; and

WHEREAS, the Resident/Fellow 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/Fellow 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 Appointment begins on \_\_\_\_\_ and ends on \_\_\_\_\_.
- B. Field of Graduate Medical Education: Psychiatry or \_\_\_\_\_
- C. Level of Training: 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, or 4<sup>th</sup> year Resident

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

- A. Annual Stipend Rate: Ozark shall pay Resident/Fellow (Psychiatry 1<sup>st</sup> year \$53,110; Psychiatry 2<sup>nd</sup> year \$54,855; Psychiatry 3<sup>rd</sup> year \$56,940; Psychiatry 4<sup>th</sup> year \$59,300) 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 Resident/Fellow from grant funds \$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.

**III. Benefits**

- A. Resident/Fellow 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 (IV.C.2.g):** Ozark will provide health insurance benefits for residents/fellows and eligible dependents beginning on the first day of insurance eligibility. Ozark will give advanced access to information regarding interim coverage so that residents/fellows can purchase coverage if desired prior to insurance coverage starting.
  - 2. **Disability Insurance (IV.C.2.h):** Ozark will provide disability insurance benefits for residents/fellows beginning the first day of insurance eligibility. Ozark will give advanced access to information regarding interim coverage so that residents/fellows can purchase coverage if desired prior to insurance coverage starting

3. **Worker's Compensation:** Ozark will provide Worker's Compensation coverage to the Resident/Fellow, consistent with Missouri law.
4. **Vacation and Leave(s) of Absence (IV.C.2.i):**  
Ozark shall provide paid leave for dates of COMLEX/USMLE examinations with prior approval by the Program Director.

Ozark shall provide paid Continuing Medical Education (CME) days with prior approval of CME by the Program Director (not to exceed 5 days).

Ozark shall provide Residents/Fellows with a maximum of 120 hours for paid time off ("PTO") per agreement/contract year. PTO is defined as time off for vacation or sick leave. Ozark approved holidays are paid holidays and are not deducted from PTO days; however, Resident/Fellow 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 agreement/contract 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/Fellow may use accrued PTO time. PTO must be requested and approved sixty (60) days in advance.

Resident/Fellow is allowed up to two hundred forty (240) hours or six weeks of paid leave for approved medical, parental, and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws once, and at any time during the program, starting the day the resident/fellow is required to report.

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/fellows at all times.

Residents/Fellows are also entitled to unpaid leave 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 consistent with accreditation regulations, as applicable, only after the Resident has exhausted all of his or her paid leave benefits. Makeup time and/or repeat of training shall be determined by the Program Director in accordance with ACGME guidelines.

Resident/Fellow is not entitled to any compensation for unused vacation, medical, parental, or caregiver leave if not used, and cannot be rolled over or allocated to the next year.

The use of leave may require the resident/fellow to extend his/her training program to satisfy the duration of training for board eligibility/certification requirements.

**Effect of leave(s) of absence on the ability to satisfy requirements for program completion (IV.C.2.j):** Residents/Fellows leave(s) may impact their ability to satisfactorily complete the program and be eligible to participate in examinations by their relevant certifying board.

Residents/Fellows in all specialties who take the American Osteopathic Association (AOA) specialty boards cannot miss more than 20 business days per contract year without extending their training year and before they can complete the program and participate in AOA certifying boards.

Residents/Fellows who take the American Board of Medical Specialties (ABMS) boards cannot miss more than six (6) weeks from the program **once** during training for purposes of parental, caregiver, and medical leave, without requiring an extension in training.

Addiction Medicine Fellows who sit for the ABMS boards must make up any time and complete all training within 24 months from the time of matriculation in the program to be eligible for boards.

If a leave affects a Resident's/Fellow's ability to satisfy Program completion requirements, the Program Director will provide timely notice to the resident/fellow on the ability to satisfy the requirements for program completion.

5. **Disability:** Ozark, upon written notice to the Resident/Fellow, may terminate this Agreement due to the incapacity of the Resident/Fellow 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/Fellow is entitled during such incapacity under the Leave of Absence policy, whichever occurs at a later time.
6. **Optional Benefits:** The Resident/Fellow 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 Resident's/Fellow's acts and omissions within the scope of the Program that occur during the participation in the Program, including risks incurred for approved internal moonlighting and approved rotations. Such coverage will provide legal defense and protection against awards from claims reported or filed during or after the completion of the Program, if, and only if, the alleged acts or omissions of Resident/Fellow occurred during the Training Period and are/were within the scope of the Program. The minimum coverage amount will be One Million Dollars

(\$1,000,000) per occurrence with a yearly maximum of Three Million Dollars (\$3,000,000) in the aggregate.

Residents/Fellows are provided with official documentation of the details of their professional liability coverage before the start date of their appointments, and will be provided with written advance notice of any substantial change to the details of their professional liability coverage.

Professional liability insurance coverage provided for the purpose of Program training does not extend to external Moonlighting activities or other activities by Resident.

## 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/subspecialty and “Common Program Requirements.”
- B. **Designation of Director:** Designate a Program Director to serve as the person responsible for the overall supervision of the Residents/Fellows.
- C. **Resident/Fellow Involvement.** Provide involvement of the Resident/Fellow 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/Fellow shall be subject to the dress code described in Ozark’s Employee Manual.
- E. **On-Call Meal Allowance:** Allow the Resident/Fellow access to the physician’s lounge for meals during hospital shifts.
- F. **Impairment and Substance Abuse Education.** Ozark shall inform the Resident/Fellow of, and make available, Ozark’s and KCU-GME Consortium’s 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/Fellow, 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. **Counseling.** Provide the Resident/Fellow 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/Fellow, which sets forth the various forms of employee assistance provided by Ozark to the Resident/Fellow.

Resident/Fellow also has access to confidential, affordable mental health assessment, counseling, and treatment, including access to urgent and emergent care 24 hours a day, seven days a week. Residents/Fellows are given the opportunity to attend mental health, and dental care appointments, including those scheduled during their working hours.

KCU provides residents/fellows with access to licensed psychologists that can be reached at (816) 654-7219 or (816) 654-7223. In addition, residents/fellows have access to the KCU Employee Resource System (ERS). This is a free confidential benefit program providing residents/fellows, spouses, and their dependents with the tools, whether online or in person, to tackle life's challenges. ERS provides confidential solutions to help residents/fellows take charge of their health, work, and life. Residents can contact ERS directly at (800) 292-2780 or visit their website at [students.mylifeexpert.com](https://students.mylifeexpert.com) for more information. Such policies may be changed by Ozark or KCU from time to time, as appropriate.

#### **VI. Resident's/Fellow's Responsibilities (IV.C.2.a)**

Residents/Fellows 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.I):** 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/Fellow will abide by all ACGME requirements regarding Clinical and Educational Work Hours, including moonlighting.

Clinical and educational work hours are defined as all clinical and academic activities related to the program, including patient care (inpatient and outpatient); administrative duties relative to patient care; the provision for transfer of patient care; time spent on in-house call; time spent on clinical work done from home; and other scheduled activities, such as conferences. These hours do not include reading, studying, research done from home, and preparation for future cases.

Moonlighting hours are defined as voluntary, compensated, medically-related work performed beyond a resident's/fellow's clinical and educational hours and additional to the work required for successful completion of the program. External moonlighting is performed outside the Hospital. Internal moonlighting is performed within the Hospital.

#### **Maximum Hours of Clinical and Educational Work per Week**

Clinical and educational work hours are limited to no more than 80 hours per week, averaged over a four-week period, inclusive of all in-house clinical and educational

activities, clinical work done from home, and all moonlighting. No exceptions to this policy will be made.

#### Mandatory Time Free of Clinical Work and Education

The program designs an effective program structure that is configured to provide residents with educational opportunities, as well as reasonable opportunities for rest and personal well-being.

Residents/Fellows have a minimum of eight (8) hours off between scheduled clinical work and education periods.

There may be circumstances when residents/fellows choose to stay to care for their patients or return to the hospital with fewer than eight (8) hours free of clinical experience and education. This must occur within the context of the 80-hour and the one-day-off-in-seven requirements.

Residents/Fellows have at least 14 hours free of clinical work and education after 24 hours of in-house call.

Residents/Fellows are scheduled for a minimum of one day in seven free of clinical work and required education (when averaged over four weeks). At-home call will not be assigned on these free days.

#### Maximum Clinical Work and Education Period Length

Clinical and educational work periods for residents/fellows will not exceed 24 hours of continuous scheduled clinical assignments.

Up to four (4) hours of additional time may be used for activities related to patient safety, such as providing effective transitions of care, and/or resident/fellow education.

Additional patient care responsibilities will not be assigned to a resident/fellow during this time.

#### Clinical and Educational Work Hour Exceptions

In rare circumstances, after handing off all other responsibilities, a resident/fellow, on their own initiative, may elect to remain or return to the clinical site in the following circumstances:

- To continue to provide care to a single severely ill or unstable patient;
- Humanistic attention to the needs of a patient or family; or
- To attend unique educational events.

These additional hours of care or education will be counted toward the 80-hour weekly limit.

The resident/fellow may remain to attend a conference, or return for a conference later in the day, only if the decision is made voluntarily. Residents/Fellows will not be required to stay or be coerced.

#### In-House Night Float

Night float must occur within the context of the 80-hour and one-day-off in-seven requirements.

Psychiatry Residents will not be scheduled for more than four consecutive weeks and a total of eight weeks of night float during the required one-year, full-time outpatient psychiatry experience.

#### Maximum In-House Call Frequency

Residents/Fellows are not scheduled for in-house call more frequently than every third night (when averaged over a four-week period).

Psychiatry Residents, when on psychiatry rotations, are not scheduled for in-house call more frequently than every fourth night (when averaged over a four-week period).

#### At-Home Call

At-home call (pager call) is defined as call taken from outside the assigned participating site.

Time spent in the clinical setting by residents/fellows on at-home call count towards the 80-hour maximum weekly limit. The frequency of at-home call is not subject to the every third-night limitation, but must satisfy the requirement for one day in seven free of clinical work and education, when averaged over four weeks. At-home call must not be so frequent or taxing to preclude rest or reasonable personal time for each resident/fellow. Residents/Fellows are permitted to return to Ozark while on at-home call to care for new or established patients. Each episode of this type of care, while it will be included in the 80-hour weekly maximum, will not initiate a new "off-duty period."

#### Moonlighting

PGY 1 residents are not permitted to moonlight.

Time spent by residents/fellows in internal and external moonlighting (as defined above) will be counted toward the 80-hour maximum weekly limit.

Residents/Fellows are specifically not required to moonlight.

Moonlighting must not interfere with the ability of the resident/fellow to achieve the goals and objectives of the educational program, and must not interfere with the resident's/fellow's fitness for work nor compromise patient safety.



Moonlighting must be approved by the Program Director, and the Program Director may withdraw or terminate permission to moonlight if, at any time, moonlighting activities are seen as producing adverse effects on the resident's/fellow's performance in the program.

- B. State of Missouri Medical Licensure:** Resident/Fellow 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/Fellow 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/Fellow is acceptable for enrollment in Ozark's Residency or Fellowship Program. Resident/Fellow 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/Fellow.
- C. Assignments/Rotations:** Assignments and rotations will be carried out by the Resident/Fellow as set by the Program Director under the guidelines of the ACGME, and the respective specialty/subspecialty requirements.
- D. Conditions for reappointment and Promotion to subsequent PGY levels (IV.C.2.d):** Continuation and/or promotion in the Program are contingent upon satisfactory academic and professional performance by the Resident/Fellow. The resident/fellow 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. In addition, each Resident/Fellow 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/Fellow 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/Fellow is required to complete medical records. The Resident/Fellow 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/Fellow 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/Fellow further acknowledges that Ozark or KCU-GME Consortium 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/Fellow agrees to cooperate fully with Ozark and KCU-GME Consortium 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 or KCU-GME Consortium from time to time.

- G. Policies/Standards/Employee Physical/Drug Screening:** Resident/Fellow shall comply with all policies applicable to Ozark exempt employees, including: (1) the requirement that a Resident/Fellow 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/Fellow 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/Fellow shall honor and abide by all other employee policies and procedures of Ozark, as may be adopted or amended from time to time. Resident/Fellow shall conduct himself or herself in a professional manner consistent with Ozark’s standards. Resident/Fellow 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/Fellow 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/Fellow 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/Fellow shall fully participate in the educational activities of the Program and, as required, assume responsibility for teaching and supervising medical students and/or junior level residents.

- J. Participation in Committees:** The Resident/Fellow shall participate in Ozark committees and councils, especially those that relate to patient care review activities. Resident/Fellow shall participate in KCU-GME Consortium committees for which they are peer-selected.
- K. Cost Containment:** The Resident/Fellow shall apply cost containment measures in the provision of patient care.
- L. Moonlighting:** Residents/Fellows may moonlight subject to the approval set forth by the Program Director.
- M. Housing:** Personal housing must be obtained and paid for by the Resident/Fellow.
- N. Quality Improvement and Risk Management Activities.** The Resident/Fellow agrees to participate in and cooperate with Quality Improvement/Risk Management activities as directed by the Program Director or Risk Management and KCU-GME Consortium Quality and Safety Coordinator, and to provide such statistical information as may be required to fulfill the Quality Improvement/Risk Management efforts of Ozark.
- O. Board Eligibility (IV.C.2.k):** Resident/Fellow shall be responsible to familiarize themselves with the eligibility requirements related to specialty/subspecialty board examinations. Resident/Fellow should discuss with the Program Director and/or contact the certifying board of his/her specialty/subspecialty if they have any questions or need clarification regarding board examination.

Information related to eligibility for specialty/subspecialty board examinations can be found at the following websites:

- American Board of Psychiatry and Neurology: <https://www.abpn.com/>
- American Osteopathic Board of Neurology & Psychiatry: <https://certification.osteopathic.org/neurology-psychiatry/>

## 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/Fellow is unable to obtain a Missouri license that is unrestricted and free of conditions.
  2. Professional incompetence of the Resident/Fellow as determined by the teaching staff.
  3. Breach of the terms of this Agreement by the Resident/Fellow.
  4. Neglect of duty or violation of Ozark or KCU-GME Consortium's rules, regulations or policies by the Resident/Fellow.

5. Should the Resident/Fellow 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/Fellow seriously and clearly prejudicial to the best interest of Ozark, in the exclusive discretion of the Program Director.
7. Unapproved absence of the Resident/Fellow from the Program.
8. Loss of a Missouri license to practice medicine.
9. Loss of or inability to obtain professional liability insurance covering Resident/Fellow.
10. The Resident/Fellow 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/Fellow 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/Fellow 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/fellow requires VISA sponsorship, the resident/fellow can only hold a J1 VISA. No other VISA's are supported by KCU-GME Consortium or Ozark.

**B. Termination Procedure.** If the Program Director determines that the Resident/Fellow has materially failed to comply with any specific obligations or intent of this Agreement, the Resident/Fellow shall be subject to such disciplinary action as may be appropriate, subject to the hearing and review procedure for Residents/Fellows as outlined in the Grievance and Due Process Policy in this Agreement. Termination or disciplinary action shall be set forth in writing to the Resident/Fellow. However, if it is determined that any action of the Resident/Fellow has or could have seriously affected immediate patient care, a termination or suspension shall become immediate, subject to review as provided in the KCU-GME Consortium Policies or Ozark Medical Staff Rules.

**C. Termination of Agreement by Resident/Fellow:** The resident/fellow may sever his/her appointment at any time by providing in writing at least 60 days' notice of severance to the program director, Ozark human resources Department, and the DIO. Upon receipt of such notice, Ozark may elect to terminate the Resident/Fellow immediately and waive

such notice period. In such an event, the Agreement shall terminate immediately, and the Resident's/Fellow's services for Ozark shall terminate effective immediately.

- D. Grievance Procedures and Due Process (IV.C.2.e):** Resident/Fellow will comply with Grievance and Due Process policies and procedures provided in the KCU-GME Policy and Procedure Manual and outlined in this agreement, to address Resident disputes or disagreements, including proposed suspension, non-renewal, non-promotion or dismissal. Ozark promotes the fair, reasonable, efficient, and equitable resolution of concerns submitted by residents/fellows. Ozark and KCU-GME Consortium prohibits retaliation against any individual who, in good faith, reports a concern or participates in the review or resolution of a concern under this policy.

A grievance shall be used by a resident/fellow who believes that a rule, procedure, or policy has not been followed or has been applied in an inequitable manner. An action may not form the basis of a grievance if the resident challenges the judgement of the faculty as medical educators in evaluating the performance of the resident/fellow.

Grievances are limited to allegations of wrongful dismissal, wrongful suspension, wrongful nonrenewal of a resident agreement of appointment, or wrongful renewal of a resident/fellow agreement of appointment without promotion that do not align with rules, procedures, or policy in place. Being placed on probation or being suspended from clinical responsibilities are not grievable matters. The decision to suspend or place a resident/fellow on probation, dismiss, not renew, or renew without promotion is an academic responsibility and is the decision of the program.

Actions on the part of Ozark, Program, or Sponsoring Institution based solely on administrative and employment policies and procedures are not subject to interpretation and are therefore not grievable.

Grievances alleging discrimination or harassment on the basis of sex, gender, marital status, pregnancy, race, color, ethnicity, national origin, age, disability, religion, sexual orientation, gender identity or expression, veteran status, or other legally protected characteristic; sexual misconduct, domestic violence, dating violence, or stalking; or that are otherwise within the purview of state and local laws set by a Hospital should be referred to Ozark's individual Human Resources Department and notify the Sponsoring Institution DIO.

Residents/Fellows who feel they have been treated unfairly or have complaints are encouraged to use the following procedure:

- a. Discuss the problem with the appropriate faculty member and/or Chief Resident as soon as possible.
- b. If the problem is not resolved under step a, the resident/fellow should submit a written complaint notice to the Program director within ten (10) workdays of the event giving rise to the grievance. The grievance notice should include a factual description of the grievance, the policy or procedure that may have been violated, the date in which the grievant first became aware of the alleged violation, and the remedy sought.

- c. The Program Director will meet with the Resident/Fellow at a mutually agreeable time within ten (10) workdays of the receipt of the grievance notice.
- d. The Program Director will provide the resident/fellow with a written decision within ten (10) workdays after the meeting.
- e. If the Resident/Fellow does not believe the grievance has been satisfactorily resolved, the Resident/Fellow may submit a grievance letter directly to the Sponsoring Institution DIO within five (5) workdays of receipt of the Program Director's decision. The Sponsoring Institution DIO may meet with the Resident/Fellow at a mutually agreeable time within ten (10) workdays of receipt of the grievance letter. The Sponsoring Institution DIO will review and consider the case, and within ten (10) workdays, issue a written decision to the Resident/Fellow regarding the grievance, and provide a copy to the Program Director. The decision of the Sponsoring Institution DIO is final.

In the event the resident/fellow disagrees with a grievable corrective action, the resident/fellow has the option to appeal the decision. To initiate the appeal process, the resident/fellow must submit a written appeal to the Sponsoring Institution DIO ([gme@kansascity.edu](mailto:gme@kansascity.edu)) within five (5) business days of being informed of the grievable corrective action. The appeal should state the facts on which the appeal is based, the reason(s) the resident/fellow believes the corrective action was in error, and the remedy requested.

The Sponsoring Institution DIO will appoint an ad hoc review panel from the members of the Sponsoring Institution GMEC to hear the resident's/fellow's appeal. The Panel shall consist of one program director, acting as the chairperson, and two other Sponsoring Institution GMEC members, one who must be a resident/fellow member and none of who are from the resident's/fellow's program. The Panel will schedule the hearing as soon as possible but no later than 30 days from the Sponsoring Institution DIO's receipt of the resident's/fellow's appeal. The resident/fellow, the resident's/fellow's Program Director, and the Sponsoring Institution DIO will be notified of the scheduled hearing. The notice shall contain the names of Panel members, the date, time and location of the hearing, and the deadline to submit evidence. The notice must be sent at least ten (10) days prior to the hearing date.

Any evidence the resident or the program director want the Panel to consider must be submitted to KCU GME, at [gme@kansascity.edu](mailto:gme@kansascity.edu), no later than the deadline stated in the hearing notice. Evidence can include witness statements, written, recorded, or electronic material believed to be relevant to the appeal. Failure to submit evidence by the deadline may result in the material not being considered by the Panel.

The Panel chairperson has discretion with respect to conducting the appeal hearing. In general, appeal hearings will proceed according to the following format:

- a. The program director may make a presentation to the Panel up to twenty (20) minutes.
- b. The resident may make a presentation to the Panel up to twenty (20) minutes.
- c. The program director will have up to ten (10) minutes to respond to the statements made by the resident.
- d. The resident will have up to ten (10) minutes to respond to the statements made

by the program director.

- e. Panel members may ask questions of the resident and/or the program director.

Witnesses other than the program director and the resident will not be permitted to participate in the appeal hearing unless called by the Panel. In the event the Panel elects to hear from additional witnesses, the program director and the resident may question those witnesses.

The resident may be assisted during the appeal process and accompanied at the appeal hearing by a faculty advocate of the resident's choosing. Faculty advocates may consult with the parties, but shall not actively participate in the appeal hearing. Appeal hearings are confidential. Only participants, faculty advocates, and Panel members may attend. Prior to the hearing, the resident must notify KCU GME of the number of witnesses (if any) the resident requests to be called by the Panel and if the resident will be accompanied by a faculty advocate. The Panel will let the resident know if the witnesses are allowed to be called for the hearing, and notify all parties involved.

Following the appeal hearing, the Panel shall deliberate privately. The final decision will be made by a majority vote of the Panel members. The Panel will prepare a written decision setting forth its conclusions and its reasoning in support of those conclusions. The Panel's decision will be sent to the resident, the program director and the DIO within ten (10) business days after the hearing. The decision of the Panel is final and binding.

The appealing resident has the burden to demonstrate, by clear and convincing evidence, that the grievable Corrective Action issued by the program was arbitrary and capricious. "Clear and convincing evidence" means the evidence presented by the resident is highly and substantially more probable to be true than not. "Arbitrary and capricious" means there was no reasonable basis for the Program's decision to take the Corrective Action.

Time limits set forth in this procedure must be adhered to unless extended for good cause at the discretion of the DIO. A resident who fails to meet the time limits for appealing grievable Corrective Action may be deemed to have withdrawn the appeal.

Consistent with program policy and applicable state and federal law, the resident proposed for probation, suspension, non-renewal, or dismissal may voluntarily withdraw from a program at any time after the initial notice of the proposed action, or at any time up to the actual commencement of the hearing.

The program and sponsoring institution will comply with the obligations imposed by state and federal law and regulations to report instances in which a resident is subject to corrective action for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct, or impairment of patient safety or welfare. Corrective Action will be reported to various boards when required. Corrective Actions will become part of the permanent record.

- E. Personnel Policies.** Resident/Fellow 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/Fellow's agreement is not to be renewed, the Program will provide the Resident/Fellow with a written notice of intent not to renew.
- G. Program Closure.** In the event the Program is closed or there is a reduction in the total number of Residents/Fellows in the Program, or there is a significant loss of funding of the program Ozark will use its best efforts to allow the Resident/Fellow 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/Fellow in transferring to a comparable Resident or Fellow program within the Consortium.
- H. Equipment of Program.** Should the Agreement between the Resident/Fellow and Program be terminated for any reason, Resident/Fellow shall vacate and surrender possession of any space, equipment, and other materials belonging to the Program, excluding Resident's/Fellow's personal equipment and materials.

#### **VIII. General Provisions**

- A.** Falsification of any information supplied to Ozark or the State of Missouri by the Resident/Fellow 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/Fellow 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/Fellow 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/Fellow. These records may be delivered to other health care treatment organizations or prospective employers only upon written request to Ozark by the Resident/Fellow 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/Fellow 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/Fellow 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/Fellow 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/FELLOW:**

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**RESIDENT NAME**

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Date

**OZARK:**

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Vicky Mieseler, MS, BCCP, NCP  
Chief Administrative Officer

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Date

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Nauman Ashraf, MD  
Psychiatry Residency Program Director  
Addiction Medicine Fellowship Program Director

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Date

**REVIEWED BY:**

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

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Date