



Choctaw Nation of Oklahoma
Choctaw Nation Health Services Authority
Family Medicine Residency Program
One Choctaw Way
Talihina, OK 74571
Tel: (918) 567-7000 Fax: (918) 567-7126

GRADUATE MEDICAL EDUCATION RESIDENT AGREEMENT

This Graduate Medical Education Resident Agreement (“**Agreement**”) is made and entered into effective on the last date signed below (“**Effective Date**”), by and between **CHOCTAW NATION OF OKLAHOMA**, a federally recognized Indian tribe (the “**Nation**”) in and through the Accreditation Council for Graduate Medical Education’s (“**ACGME**”) approved Participating Site, the Choctaw Nation Health Services Authority (“**CNHTSA**”) and <RESIDENTNM>, (“**Resident**”), an individual resident of the State of <State>, whose address is <Address>. The Nation, CNHTSA and the Resident shall also be referred to herein individually as a “**Party**,” and collectively as the “**Parties**.”

Recitals

WHEREAS, the activities of the Resident in the Program are recommended by the ACGME and specialty societies that govern graduate medical education;

WHEREAS, the Sponsoring Institution is Osteopathic Medical Education Consortium of Oklahoma, and the Oklahoma State University Center for Health Sciences, (“**Sponsoring Institution**”).

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

WHEREAS, the Resident is a graduate of <a/an> <Type of School> medical school who has been accepted for enrollment in an advanced graduate medical education training program in Family Medicine Residency at Sponsoring Institution for Post Graduate Year - <#> (the “**Program**” or “**PGY-#**”).

WHEREAS, the Program includes participation by the Nation in and through CHNSA’s medical care services;

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

WHEREAS, satisfactory completion of this one year of graduate medical education is necessary for the receipt of diploma or advancement to the next level of the graduate medical education program;

WHEREAS, during the Resident’s training, the Resident will receive an annual stipend and additional educational support, the amount of which is not related to the nature of Resident’s Services or the number of hours the Resident spends in patient care;

WHEREAS, the Resident and the Nation agree that their relationship is solely educational;

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 the CNHTSA’s patient obligations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. Incorporation of Recitals; Defined Terms. The Institution acknowledges and agrees that the Recitals set forth above are true and correct in all material respects. The Recitals, including the

defined terms as set forth above, are hereby incorporated into this Agreement by reference. All other capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Agreement.

2. Term and Renewal. The term of this Agreement, unless sooner terminated as provided in this Agreement shall be for a period of one (1) year, commencing on <StartDate> and ends on <EndDate> (“**Term**”). The Agreement may be renewed for an additional period to complete the Program by written addendum signed by both Parties. In the event the Agreement is not renewed by addendum, the Program will provide the Resident with a written notice of intent not to renew no later than four (4) months prior to the end of the Resident’s current agreement. However, if the primary reason(s) for the non-renewal occurs during the four (4) months prior to the end of the agreement, the Program Director or designee will provide the Resident with written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the Term.

3. Termination.

- a. Termination by the Nation. The Nation may terminate the Agreement and employment of the Resident immediately with notice to the Resident upon the occurrence of the Resident’s:
- (i) Material breach of this Agreement;
 - (ii) Professional incompetence as determined by the sole judgement of the Program Director;
 - (iii) Gross neglect of any violation of Policies and Procedures and Bylaws;
 - (iv) Failure to provide competent Patient Care;
 - (v) Allegation or conviction of a crime, including moral turpitude or government program fraud at the sole determination of the Program Director;
 - (vi) Unapproved absence from the Program;
 - (vii) Conduct of any action or inaction which has a significantly adverse effect to patient care; or
 - (viii) Providing false information or assisting others in providing false information supplied to the Program during the initial application or participation in the Program.
- b. Program Closure. In the event the Program is closed or there is a reduction in the total number of Residents in the Program, CNHSA will use its best efforts to allow the Resident to complete the Program at the CNHSA. In the event that continuation of the Program is untenable at CNHSA, CNNSA will utilize its best efforts to transfer the Resident to another facilitate with a comparable residency program.
- c. Disciplinary Action.
- (i) Upon an action by the Resident of a material failure to comply with any specific outcomes of the PGY-<#> Program or a material breach of this Agreement, the Program Director shall initiate an academic or non-academic disciplinary action (“**Disciplinary Action**”). In the sole discretion of the Program Director, the Program Director shall have the authority to initiate a Disciplinary Action against the Resident, including suspension without or without pay.

- (ii) In the event the Resident initiates a response to the Disciplinary Action, the Resident may supplement the record with written notice providing detailed statement concerning the Disciplinary Action to the Program Director.
 - (iii) Any Disciplinary Action shall be supported in writing to the Resident. However, if it is determined that the action by the Resident can seriously and negatively affect immediate patient care, a termination or suspension shall become immediate and not subject to review.
 - (iv) The Disciplinary Action shall be governed pursuant to Appendix A, hereto attached and made part of this Agreement by reference.
- d. Termination by Resident. This Agreement may be terminated at the election of the Resident upon receipt by the Program Director of a sixty (60) day written notice. In the event the Resident terminates this Agreement, the employment of the Resident shall be deemed to have voluntarily ended by the Resident's choice.
- 4. Compensation.** The Nation agrees to pay the Resident an annual salary of <Amount>, payable in equal, bi-weekly installments in accordance with other applicable payroll policies and benefits as otherwise provided by the Nation. The employment status of the Resident is considered professional and exempt.
- 5. Resident's Obligations.** During the Resident's participation in the Program, the Resident warrants and agrees to participate in the Program ("**Program Participation**") by:
- a. providing safe, effective, professional, and compassionate patient care, under the supervision of the Program Director or designee, using best practices in strict accordance with the professional and ethical standards of the medical profession within Resident's level of education and experience;
 - b. performing all Program Participation in accordance with ACGME guidelines and the respective specialty affiliates ("**Guidelines**"), Nation Policies and Procedures ("**Policies and Procedures**"), and CNHSA Bylaws of Medical Staff of CNHSA ("**Bylaws**"). The Guidelines, Policies and Procedures, and Bylaws maybe amended in the sole discretion of the Nation or CHNSA from time to time an such amendment will become part of this Agreement;
 - c. recognizing and abiding by all Guidelines, Policies and Procedures, and Bylaws, including but not limited to:
 - (i) accept assignments and rotations as directed by the Program Director or designee with duty hours as assigned by the Program Director or Designee, including the corresponding working environment to the duty hours;
 - (ii) 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. Resident shall participate in safe, effective, and compassionate patient care under supervision, commensurate with the Resident's level of advancement and responsibility;
 - (iii) participate fully in the educational and scholarly activities of the Program and, as authorized by the Program Director and teaching staff, if requested, assume responsibility for teaching and supervising other residents and students;

- (iv) continue the Program with satisfactory academic and professional performance by successfully completing all the formal evaluation procedures consisting of any or all of the following:
 - a) formal written evaluations by CNHSA medical staff/faculty physicians;
 - b) scheduled written examinations; scheduled oral examinations; practical examinations at the bedside; formal conference presentations; and professional and personal characteristic reports;
 - c) participate and review performance with the Program Director or designee at least semi-annually during the academic year or as dictated by the Guidelines;
 - d) assignments must be completed at the end of the contracted year and/or before promotion to the next level of training;
 - e) receipt of an inadequate evaluation may require the Resident to repeat the rotation/assignment of the Program to obtain approval for certification by the Program Director or designee; and,
 - f) in the event Resident fails to successfully complete the Program, Resident may be provide a remedial path to complete the Program as further described in Appendix A.;
- d. obtain and maintain the appropriate State of Oklahoma Medical Licensure as defined by the *Oklahoma Allopathic Medical and Surgical Licensure and Supervision Act*, as amended (59 O.S., §§480 – 518) or the *Oklahoma Osteopathic Medicine Act*, as amended (59 O.S., §§620 – 645, 650) (collectively “**Medical License**”) if the Resident is to proceed beyond PGY-1. Under no circumstances will the Resident be permitted to progress beyond PGY-1 until the appropriate Medical License has been obtained;
- e. notwithstanding other rights of dismissal or termination of this Agreement, the following shall be grounds for immediate suspension, termination of appointment and participation in the Program, or termination of this Agreement, upon:
 - (i) failure to obtain or maintain a valid and active Medical License.
 - (ii) failure to notify the Program Director immediately if the Resident’s Medical License has:
 - a) expired without renewal;
 - b) been suspended, revoked, or limited in any manner;
 - c) any action by the licensing authority, court, or government agency is investigating the Resident’s license, controlled substance authorization, criminal activity, or disciplinary proceedings have been initiated against the Resident.
- f. conform to the Guidelines, Policies and Procedures, and Bylaws concerning medical records, including but not limited to:
 - (i) completing all required medical records in compliance with all Guidelines, Policies and Procedures, and Bylaws, including, discharge summaries which is considered an integral component of medical care.

- (ii) any medical record not completed within the time specified in any Guidelines, Policies and Procedures, and Bylaws is considered to be delinquent.
 - (iii) the Resident shall be subject to suspension from the Program for having three (3) or more delinquent charts. Any suspension of Resident for delinquent charting shall require additional training time at the end of the Program for the time period(s) of suspension. In the event the Resident is required to participate in additional training due to suspension, the Resident shall not be eligible for additional compensation;
- g. acknowledge and agree that CNHSA often voluntarily complies with various healthcare related laws, rules, regulations, and accreditation certification requirements. Resident agrees to cooperate fully with the CNHSA's compliance with any applicable laws, regulations, and accreditation standards and with all implementing Policies and Procedures, and Bylaws and/or documentation requirements now in existence, or as may be adopted or amended by the CNHSA from time to time. Notwithstanding the aforementioned, the Program Participation by the Resident requires strict adherence to applicable laws, regulations, and accreditation standards, including but not limited to, the:
- (i) *Oklahoma Advance Directive Act; Oklahoma Uniform Power of Attorney Act; Do-Not-Resuscitate Act*, as amended;
 - (ii) *Oklahoma Sexually Transmissible Disease Control Act*, as amended;
 - (iii) *Oklahoma Medical Waste Act*, as amended;
 - (iv) *The Social Security Act*, part XVIII and XIX (Medicare and Medicaid), as amended, including but not limited to: the *Emergency Medical Treatment & Labor Act of 1986*, as amended (42 U.S.C. §1395dd et. seq., EMTALA); *Patient Self-Determination Act of 1990*, as amended (42 U.S. Code § 1395cc, et. seq.; Advance Directives, etc.); *Health Care Quality Improvement Act of 1986*, as amended (42 U.S.C §11101 et. seq.) *Safe Medical Devices Act of 1990*, as amended, 21 U.S.C. 360 et. seq.); *Medicare and Medicaid Patient and Program Protection Act of 1987* (42 U.S.C. § 1320a-7b(b) et. seq., Anti-Kickback Statute and Safe-Harbor Regulations); *Ethics in Patient Referral Act* (42 U.S.C. § 1395nn et. seq., Stark Statutes and Safe Harbor regulations);
 - (v) the standards of the Healthcare Facilities Accreditation Programs;
 - (vi) the Joint Commission, (or other applicable accrediting organization); and,
 - (vii) all applicable CNHSA's and, if applicable, the Nation's Guidelines, Policies and Procedures, and Bylaws;
- h. prior to the start of the Program, the Resident is required to:
- (i) successfully pass an employee's physical examination;
 - (ii) comply with the CNHSA's Health System's Dress Code Policies;
 - (iii) successfully pass a background check, including fingerprinting if required;
 - (iv) successfully pass and continue to abide by the CNHSA's business associate drug screening examination. The results of a positive drug screen will be subject to

applicable legal reporting requirements, including any reporting requirements of the appropriate government entity;

Failure to comply with this section will result in non-acceptance or termination of the Residence's Program Participation and this Agreement;

- i. except as agreed by CNHSA, refrain from the use CNHSA facilities to perform abortions, euthanasia, any other services that contravenes the Guidelines, Policies and Procedures, and Bylaws of CNHSA;
- j. adhere to the following:
 - (i) the Nation's constitution, CNHSA's Guidelines, Policies and Procedures, and Bylaws, including, the Graduate Medical Education Committee;
 - (ii) applicable standards, rulings, regulations and requirements of the United States Department of Health and Human Services; the Oklahoma State Department of Health, accrediting agencies; all federal, state, or local laws and rules and regulations; and third-party payors pertaining to CNHSA;
 - (iii) state licensing laws, rules, and regulations having jurisdiction or voluntarily consenting by CNHSA's physicians; and all rules and regulations;

Any violation herein shall be subject to disciplinary action, termination, and/or dismissal from the Program;

- k. participate in and cooperate with CNHSA's Quality Improvement/Risk Management activities as directed by the Program Director or designee and provide such information as may be required to fulfill the Quality Improvement/Risk Management efforts in all facilities, clinics, and activities of the Nation to which the Resident is assigned by the Program Director or designee;
- l. accept experience, and instruction of the Program, the compensation, and the Nation's benefits, as outlined herein, as the sole remuneration to which the Resident is entitled. The Program is a full-time educational experience. Resident warrants and agrees to neither accept nor engage in work for hire outside of the Program (moonlighting) without the prior written approval of the Program Director or a designee;
- m. maintain Advanced Cardiovascular Life Support (ACLS), Pediatric Advanced Life Support (PALS), Neonatal Resuscitation Program (NRP), Advanced Trauma Life Support (ATLS) which the ATLS is recommended but not required, and other comparable certifications as may be required during the Term of this Agreement;
- n. fulfill all of the requirements to obtain and maintain licensure for postgraduate medical training under the laws of the State of Oklahoma;
- o. successfully complete the CNHSA's health assessment (including drug test) prior to beginning work to be performed by CNHSA personnel at no expense to the Resident;
- p. complete the required resident orientation, and to complete annual health assessments and annual hospital-wide employee education modules required by the Nation and CNHSA Guidelines, Policy and Procedures, and Bylaws;

- q. agrees and acknowledges that promotion from PGY-1 to the Program Year 2 (“**PGY-2**”) or Program Year 3 (“**PGY-3**”) is contingent on passing the appropriate COMLEX-USA Level 3 or USMLE Step 3;
- r. accept and understand the Nation does not pay a stipend for personal housing and therefore, assume full responsibility for all housing when due.
- s. refrain using, not permit, or condone remarks and/or activity concerning unwelcome sexual advances, requests for sexual favors, or any other conduct of a sexual nature as further described in the Nation’s Policies and Procedures as sexual harassment or behavior characterized as unwelcome and inappropriate sexual remarks or physical advances;
- t. ;
- u. strictly abide by the Principles of Medical Ethics of the American Osteopathic Association, the ACGME, and all applicable statutes of the State of Oklahoma relating to the practice of medicine;
- v. participate in CNHSA’s health systems and committees, especially those that relate to patient care review activities;
- w. in accordance with the provisions of Title XVIII §1861(v) of the Social Security Act (42 U.S.C. §1395 X(v)(1)(A); 42 C.F.R. Subpart D et. seq., the Resident shall:
 - (i) make available, upon the written request of the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or their authorized designees (collective “**Government**”), this Agreement and any other books, records, and documents (collectively “**Records**”) necessary to certify to the Government the nature and extent of costs incurred by the Nation for services furnished by Resident;
 - (ii) maintain and keep Records four (4) years after the expiration or termination of this Agreement; and,
 - (iii) provide to the Program Director or designee a copy of any request received from the Government for Records; and cooperate with the Nation, in good faith, concerning the response to the Government;
- x. Continuous using cost containment measures in the provision of patient care; and,
- y. meet all training eligibility criteria as outlined by the American Osteopathic Board of Family Physicians or American Board of Family Medicine in order to sit for the board examinations.

6. Nation/CNHSA Obligations. CNHSA will provide the Resident:

- a. a suitable environment for Program participation and training consistent with the standards promulgated of the ACGME’s common and specialty specific requirements;
- b. designate a director (“**Program Director**”) to serve as the person or persons responsible for the overall supervision of the Program that has been approved by the Sponsoring Institution’s Graduate Medical Education Committee (“**GMEC**”)
- c. designated a physician (“**Attending Physician**”) who will be appointed by the Program Director with the primary responsibility for all patient care and to supervise the Resident.

- d. notwithstanding section four (4) herein, provide Resident with benefits as listed in Appendix B, hereto attached, and made a part of this Agreement by reference, which the Nation reserves the right to amend any benefit in like manner as those benefits that apply to all business associates of the Nation.
- e. notwithstanding this Agreement, provide written Guidelines, Policy and Procedures and Bylaws to clearly define the duties and privileges of the Resident and to the expectations required, including the descriptions of the Program; information about reappointment, grievances, and disciplinary hearings; CNHSA's sexual harassment policy; the CNHSA's impairment policy, accommodation for disabilities, residency closure/reduction policy, and information on the professional liability coverage;
- f. maintain as confidential the records of the Resident; which shall be released upon written request by the Resident in a manner designated by the Nation to healthcare facilities or prospective employers; notwithstanding for former, Resident's records maybe released to Program administrators or where applicable by law, the government with the records first being marked as "confidential";
- g. provide, at no cost to "on-call" residents, uniform coats and a stipend for meals, a safe, quiet, clean, and private sleeping and rest area, and, if needed, a clean and private location for lactating and a refrigerator for storage of milk;
- h. provide reasonable accommodations for residents with disabilities as required by applicable law;
- i. provide access to specialty-specific medical and other appropriate reference material in print or electronic format;
- j. access to appropriate and confidential educational, counseling, medical, and psychological support services in conformity CNHSA's Guidelines, Policies and Procedures, and Guidelines concerning physician impairment, including impairment related to substance abuse;
- k. to the extent not covered by the Federal Torts Claims Act, the Nation will provide professional liability insurance coverage while rendering healthcare related services on behalf of CNHSA through a preselected commercial liability carrier with the same coverage as other CNHSA's physicians employed by CNHSA, as determined from time to time, by CNHSA, except CNHSA will not provide the Resident "tail coverage or prior acts" coverage;
- l. provide, on a regular basis during the Program, performance evaluations on the Resident's overall progress toward the Program educational objectives, including discussions with Program Director or designee and the Attending Physician;

7. Appointment of Medical Staff Membership. Resident acknowledges and agrees that this Agreement should not be construed as an assurance of or guarantee of initial appointment to Medical Staff Membership to the CNHSA facilities during or at termination of the Program.

8. Confidentiality. The Nation may, from time to time, provide the Resident with certain Confidential Information for the purpose of implementing and performing the Program and this Agreement. The Nation shall retain all rights to its Confidential Information. Resident shall take such reasonable measures to prevent the unauthorized disclosure to third parties of the Nation's

Confidential Information. Resident may disclose the Nation’s Confidential Information only to Resident’s directors, managers, officers, and/or employees on a need-to-know basis, and Resident must advise those persons to whom the Confidential Information is disclosed of the obligations of confidentiality related to such Confidential Information. Except as necessary for proper evaluation, documents obtained pursuant to this Agreement may not be duplicated in any manner without the prior written permission of the Nation. All documents exchanged pursuant to this Agreement must be returned to the Nation upon request. The Parties hereto shall keep the terms of this Agreement confidential for five (5) years after the expiration, cancellation, or termination of this Agreement, and the Resident shall keep all Confidential Information confidential until such Confidential Information is no longer considered as such by the Nation.

For purposes of this Agreement, “**Confidential Information**” means all disclosed information to the Resident, which may include, but not be limited to: marketing procedures, lists of business contacts, any scientific or technical data, information, design, process, procedures, or formula that is not generally known to the public; all information belonging to the Nation relating to its or its affiliates’ services and products, past, present, or future business affairs, including without limitation, research, development, know-how, processes, designs, samples, business plans, marketing methods and plans, market studies, business methods, strategies and practices, internal operations, pricing and billing, financial data, costs, personnel information (including but not limited to names, educational background, prior experience and availability), customers, customer contacts and needs, sales lists, technology, software, computer programs, other documentation, computer systems, inventions, developments, trade secrets of every kind and character, intellectual property, all information that the Nation or any of its affiliates has or may have in its possession under obligations of confidentiality, information designated by the Nation as confidential, and all other information that might reasonably be deemed proprietary or confidential.

Confidential Information shall not include any information of the Nation that: (i) is or becomes publicly available through no wrongful act of the Resident; (ii) is disclosed to the Resident by a third party who is not prohibited from disclosing the information pursuant to an agreement with the Nation; (iii) is lawfully known by the Resident at the time of disclosure; (iv) is furnished by the Nation to a third party without restriction; or (v) is required to be disclosed to a governmental agency or entity, or by law or legal process, as determined by advice of the Resident’s legal counsel, provided that before making such disclosure, the Resident shall give the Nation written notice of such required disclosure in order that the Nation may interpose an objection thereto or otherwise take action to protect the confidentiality of such information, to the extent that giving such notice is not in violation of any applicable law, order, regulation, or rule.

9. Protected Patient Information. The Resident acknowledges that the Nation is a federally recognized Indian tribe and, pursuant to federal law, enjoys the right to self-governance. Pursuant to such rights of self-determination, the Nation has enacted strict usage of patient health information (“**Tribal Health Information**”), pursuant to the *Choctaw Nation Health Services Authority Privacy Code of 2021*, as codified in Choctaw Health and Safety Code, title 220 §§ 3-101 – 5-501 et. seq (“**Health Privacy Code**”). The Resident agrees and warrants to abide by the Nation’s Health Privacy Code as part of the Nation’s CNHSA’s workforce.

10. Assignment. The Resident may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the Nation. No assignment or delegation shall relieve the assigning Party of its obligations under this Agreement. The Resident recognizes and acknowledges that this Agreement, the rights granted to the Nation and the terms and conditions

under which the Services are provided to the Nation by the Resident hereunder, are particular and unique to the Resident. Since performance under this Agreement depends upon Resident's special skills and knowledge and Resident's relationship with the Nation, the Nation shall not be required to accept performance hereunder from, or render performance to, any party other than the Resident.

11. Attorneys' Fees. Subject to the provisions of the Indemnification Section above, if a Party incurs any expense in connection with enforcing this Agreement, the losing Party shall pay to the prevailing Party, on demand, the prevailing Party's reasonable costs and reasonable attorney's fees as awarded by a court of competent jurisdiction, whether at trial, on appeal or otherwise, including any allocated costs of in-house counsel.

12. Appendices & Exhibits. All Appendices and exhibits attached to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement shall be deemed to refer to and include this Agreement and all appendices and exhibits.

13. Survival. The obligations of the Parties under this Agreement which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, including, by way of illustration only and not by limitation, those in the section three (3), five (5), eight (8), and nine (9), and such other sections that by their nature must survive expiration or termination to affect their intended purpose shall survive termination, cancellation, or expiration of this Agreement.

14. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given either (i) when delivered in person to the recipient named below, (ii) upon confirmation of a facsimile transmission to the intended recipient; or (iii) five (5) business days after mailed either registered or certified U.S. mail, return receipt requested, postage prepaid, addressed by name and address to the Party intended as follows:

The NATION:

Choctaw Nation of Oklahoma

Attn: <CNO Signor>

P.O. Box 1210

Durant, OK 74702

Choctaw Nation Health Services Authority

Attn: Project Director

One Choctaw Way

Talihina, OK 74571

copy to:

Choctaw Nation of Oklahoma

Government Legal Division

P.O. Box 1210

Durant, OK 74702

RESIDENT:

Resident

<Signor>

<Addr>

15. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. Any claim or controversy arising out of this Agreement, or a breach hereof shall be settled exclusively by the courts of the Choctaw Nation of Oklahoma. The Parties hereby irrevocably consent to the jurisdiction of such courts and hereby irrevocably waive

any claim they may have that any proceedings brought in such courts have been brought in an inconvenient forum.

16. Reservation of Immunity. Nothing contained in this Agreement shall be construed to waive the sovereign immunity of the Choctaw Nation of Oklahoma, its elected officials, directors, officers, employees, or agents.

17. Waiver. Any waiver by any Party of any breach of this Agreement by the other Party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement on the part of the other Party. No course of dealing or performance between the Parties, nor any delay in exercising any rights or remedies or otherwise, shall operate as a waiver of any of the rights or remedies of any Party.

18. Entire Agreement. The terms and conditions of this Agreement constitute the entire understanding and agreement between the Nation and the Resident with respect to the matters set forth in this Agreement and supersede any and all prior or contemporaneous oral or written agreements, understandings, or other communications between the Parties. No amendment of any of the provisions of this Agreement shall be valid unless in writing and signed by Parties hereto. It is the desire and intent of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under applicable laws and public policies. Accordingly, if any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, it is the specific intent and agreement of the Parties hereto that such provision of this Agreement shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable. In addition, if the scope of any restriction contained in this Agreement is too broad to permit enforcement thereof to its fullest extent, then it is the specific intent and agreement of the Parties hereto that such restriction shall be enforced to the maximum extent permitted by law, and the Parties hereby consent and agree that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction. In the event the Nation seeks to judicially enforce any such restriction contained in this Agreement, Resident shall be responsible for all reasonable attorneys' fees and court costs.

19. Free Negotiation. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against either Party by reason of the extent to which either Party or its professional advisors participated in the preparation of this Agreement. The Resident represents and warrant that the Resident has been represented by or had the opportunity to be represented by independent counsel of the Resident's own choosing and that Resident has had the full right and opportunity to consult with its respective attorney(s). To the extent the Resident exercised this right and opportunity, if any, has carefully read and fully understand this Agreement in its entirety and is fully aware of the contents, meaning, intent, and legal effect thereof and has executed this Agreement free from coercion, duress, or undue influence.

20. Counterparts. This Agreement may be executed and delivered electronically (including by facsimile or electronic transmission) in any number of counterparts with the same effect as if all signatories had signed the same document. Facsimile or electronically signed originals shall have the same effect as manually signed originals and shall be binding on the Nation and the Resident. All counterparts, when taken together, shall be deemed one (1) original document.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their respective authorized persons or officers, effective as of the day and year signed herein.

RESIDENT

<ResidentNm>

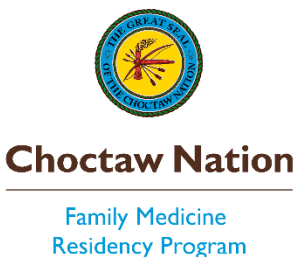
By: _____
Name: _____
Title: _____
Date: _____

THE NATION:

CHOCTAW NATION OF OKLAHOMA

By: _____
Name: _____
Title: _____
Date: _____

Appendix A Grievance Procedures



OMECO

Graduate Medical Education Policy

Approved by the OMECO GMEC (Graduate Medical Education Committee) on November 27, 2018

Effective Date: July 1, 2019

Review Date: May 2021

Next Review Date: May 2023

Policy Title: Academic and Non-Academic Grievances, Academic Disciplinary Actions and Due Process Policy
Purpose: To describe the methods Grievances, Disciplinary Actions and Due Process for Academic Appeals.
Policy Type: Sponsoring Institution Policy

Non-Academic Grievances

Each member institution under Oklahoma State University Center for Health Sciences (**OSU-CHS**)/Osteopathic Medical Education Consortium of Oklahoma (**OMECO**) sponsorship must have a policy for each of its programs that outlines the procedures for submitting and processing resident/fellow grievances/mistreatment at the program level. The policy must be submitted to the OSU-CHS/OMECO Graduate Medical Education (“**GME**”) office and approved by the Designated Institutional Official (“**DIO**”).

Residents are encouraged to bring issues or concerns forward to the graduate medical education committee and its representative program leadership or through another mechanism comfortable to the resident.

Residents may raise and resolve issues without fear of intimidation. Individuals, including Program leaders, are prohibited from retaliating against a resident reporting a grievance. The DIO maintains an open-door policy for residents to address concerns regarding grievances and alleged retaliation.

Additional mechanisms available to residents for communicating and resolving issues include the following:

Grievances regarding academic or other disciplinary actions are processed according to the Sponsoring Institution policy as listed within this document.

- Grievances related to the work environment or issues concerning the Program or faculty that are not related to disciplinary or academic adverse actions can be addressed by discussing problems with a chief resident, Program Director, departmental chair GME Administration (GME Assistant Director, Executive Director of OMECO/OSU-CHS, DIO and/or Chair of Graduate Medical Education).
- Residents may submit comments, concerns or grievances anonymously using the GME Anonymous Resident/Fellow Comment Form on the GME website.
- Residents may report concerns or grievance to any resident member of the GMEC, who serves as representatives of the Sponsoring Institution.
- Residents are encouraged to contact members of the Resident Council to express concerns or to provide input regarding educational issues, the work environment, or other areas of concern. A report from Resident Council resident/fellow representatives to the GMEC is a standing item on the GMEC agenda.
- Individual Programs may have additional grievance policies and procedures and will make them available to all residents and faculty.

Academic Disciplinary Actions

OSU-CHS/OMECO has established procedures for GME training programs to follow if a Trainee fails to meet performance or academic standards while participating in the Programs, and/or engages in Misconduct while participating in the Programs. The Program is not required to issue a Trainee any form of non-corrective remedial action as a

prerequisite to recommending or taking Corrective Action. Academic deficiency or misconduct may warrant Corrective Action up to, and including, dismissal, regardless of whether a Trainee ever received or was subject to any prior form of remedial action.

Two types of corrective action exist, non-reviewable corrective action and reviewable corrective actions.

A non-reviewable corrective action is typically the first step in the process when warning signs of problem(s) exist that are not so significant that formal remediation is warranted. Corrective actions under non-reviewable corrective actions are not reportable to future employers. Types of non-reviewable corrective actions are listed below:

- Notice of Concern
 - When an Academic Deficiency or Misconduct is identified, the Program Director may decide to provide a Notice of Concern to the Trainee.
 - In such an event, the Trainee will be provided with written documentation that provides a reasonable, specific period in which to implement detailed actions required to resolve Academic Deficiency or Misconduct. If Academic Deficiency or Misconduct persists following the specified time, the Program Director may elect to issue a Focused Review or other Corrective Action.
 - Within this notice of concern there should be the development of an Individualized Learning Plan (or revision of one in existence) that should correlate with the programs milestones that should be developed by the program director
 - A Notice of Concern may prompt a discussion with the Trainee of the identified Academic Deficiency or Misconduct and strategies for improvement.
 - A copy of the written Notice of Concern that is signed by the Program Director and the Trainee will be provided to the DIO and documented in the Trainee's file.
 - A Notice of Concern is designed to correct observed unsatisfactory performance or improve the Trainee's chances for academic success, and thus, is not appealable.
- Focused Review by Success Committee
 - A Trainee may be referred to the Success Committee to assist in development of an individualized learning plan of remediation to improve a Trainee's identified area of Academic Deficiency or Misconduct. Individualized learning plans should be developed by the Program Director as a first step in identifying areas of deficiency and are strongly recommended to be developed on all residents as a foundation for obtaining benchmarks.
 - Upon identification of an Academic Deficiency or Misconduct that Program Director believes requires a Focused Review, the Program Director shall provide written notification of issuing a Focused Review to a Trainee within five (5) business days of such determination. Notice of issuing a Focused Review shall include the following items:
 - Notice that the Trainee may be referred to the Success Committee for assistance in the development of an individualized learning plan of remediation.
 - The reasons for the referral, including specific details regarding the grounds for such referral.
 - The possible consequences if the Trainee should fail to fully address the Academic Deficiency or Misconduct noted, including the possibility of an additional Focused Review, Probation, or other Corrective Action.
 - The Trainee may meet with a designated member of the Success Committee who will assist in development of a competency-based individualized remediation plan for the Trainee, which will include the expected duration and any interim timelines in which Trainee's performance will be reviewed.
 - The remediation plan will be reviewed and approved by the Program Director before it is delivered to the Trainee.
 - The remediation plan must be signed by the Program Director and the Trainee.
 - A copy of the signed remediation plan will be maintained in the Trainee's file and a copy will be provided to the OSU-CHS/OMECO GME Office and the GME Committee Chair; however, the remediation plan will not be a part of the Trainee's permanent record.
 - The designated Success Committee faculty member will report to the Program Director of Trainee's progress during and upon completion of the remediation plan.
 - If the Program Director or Clinical Competence Committee (CCC) determine that the Trainee failed to demonstrate satisfactory improvement or completion of the remediation plan, the Trainee may be issued

an additional remediation plan or other corrective action after discussion transpires between the Program Director and the designated academic success committee consultant.

- The Focused Review is designed to correct unsatisfactory performance or improve the Trainee's chances of academic success; thus, the placement on or the failure of a Focused Review is not appealable.

A Reviewable corrective action (sometimes referred to as formal remediation) is the second step in the management of residents in difficulty. This step is implemented when the resident fails to correct identified deficiencies during informal remediation or when the deficiencies are so significant that the step of non-reviewable corrective action/informal remediation is skipped. These corrective actions are retained on the residency file and are reportable to future employers.

Each member institution must provide a resident/fellow with a written notice of intent when that resident's/fellow's agreement of appointment will not be renewed, when that resident/fellow will not be promoted to the next level of training, or when that resident/fellow will be dismissed.

The following are considered reviewable corrective actions:

- Probation: Probation is a period during which the Trainee's progress will be closely monitored by the Program Director and the Program's CCC. Probation shall not be open ended. A Trainee placed on Probation will be notified in writing by the Program Director. The writing shall document the specific grounds for Probation, detailed terms of Probation, including the duration of Probation, and the steps required for Trainee to end the Probation term. The letter will inform the Trainee of the Trainee's right to assert a grievance. The notification will be delivered to the Trainee by US mail and Okstate.edu email within five (5) business days of determination to place a Trainee on Probation. Copies of the letter will be placed in the Trainee's permanent file and distributed to the DIO and the GME Committee Chair. A Trainee may be placed on Probation for reasons including, but not limited to, any of the following:
 - Failure to meet performance standards of an individual rotation and/or of the training Program.
 - Misconduct.
 - Documented and recurrent failure to complete medical records in a timely and appropriate manner.
 - Failure to comply with policies and procedures of the GME Committee, OSU-CHS/OMECCO, the Hospital, the Program, or other policies and procedures applicable to Trainee's participation in the Program.

The duration of Probation will be determined by the Program Director, in consultation with the CCC.
- Renewal without Promotion: The Trainee will not be promoted to the next PGY-year at the completion of the current year of training.
 - Renewal Without Promotion should be used when a Trainee has not been able to clearly demonstrate behaviors, knowledge, and/or skills required to advance to the next level of training.
 - Within five (5) business days of determination of Renewal Without Promotion, the Program Director shall provide the Trainee with a letter via US Mail and email detailing the reasons for Renewal Without Promotion and the Trainee's right to assert a grievance. Copies of the correspondence shall be provided to the Trainee, the Designated Institutional Official, and the Chair of the GMEC.
- Non-Renewal: Non-Renewal means the Program will not offer an agreement to the Trainee for the next academic year or training period.
 - Prior to a Non-Renewal determination, the Program Director shall review the Trainee's performance in the Program and obtain input from his/her Program's CCC. The Program Director shall have the discretion to award credit for a portion of training satisfactorily completed.
 - Within five (5) business days of a non-Renewal determination, the Program Director shall provide the Trainee with a letter via US Mail and Okstate.edu email detailing the reasons for Non-Renewal and the Trainee's right to assert a grievance. Copies of the correspondence shall be provided to the Trainee, the Designated Institutional Official, and the Chair of the GMEC.
- Suspension: Suspension involves removal from the training Program for an indefinite period without prior notice due to serious deficiencies in knowledge, performance, behavior, or significant deficiencies related to patient safety. Depending on the specific circumstances and facts surrounding the determination to place the Trainee on Suspension, a Suspension may be with or without pay, at the discretion of the Program Director in consultation with the member institution Trainee may be placed on Suspension for reasons including, but not limited to, any of the following:
 - Failure to meet the requirements of a remediation plan.
 - Failure to meet the performance standards of an individual rotation and/or of the training Program.
 - Misconduct that violates the guidelines set forth by the training Program.
 - Documented and recurrent failure to complete medical records in a timely and appropriate manner.
 - Failure to comply with policies and procedures of the GMEC, Sponsoring Institution, the Hospital, or other applicable policies and procedures.

- Academic Deficiencies that jeopardize patient safety.
- A Trainee placed on Suspension will be notified in writing by the Program Director. The writing shall document the specific grounds for Suspension, detailed terms of Suspension, including the duration of Suspension, and the steps required for Trainee to end the Suspension. The notification will be delivered to the Trainee by US mail and email within five (5) business days of determination to place a Trainee on Suspension. Copies of the letter will be placed in the Trainee's permanent file and distributed to the Designated Institutional Official and the GMEC Chair.
 - No Trainee shall be afforded a new agreement while on Suspension.
 - Since the resident remains an employee, the existing contract will remain intact until the period of suspension is completed.
 - If this is between overlapping years, the resident shall not be promoted and the existing contract for the current post graduate year (PGY) will remain intact until further resolution can be acquired.
 - During the period of Suspension and any appeal of Suspension, the Trainee shall not be present at Sponsored Program shall not treat patients and may not take part in the Program.
 - During the period of Suspension, the Program Director and Designated Institutional Official will determine whether the Trainee should be reinstated to the Program or terminated.
- Dismissal: Dismissal involves immediate and permanent removal of the Trainee for failing to maintain academic and/or professional standards necessary to progress in and complete the Program. Dismissal may occur without Probation or other Corrective Action or remediation. In cases of Misconduct or Academic Deficiencies that are judged by the Program Director to be irremediable, the Program Director will provide the Trainee with adequate notice in writing of the specific ground(s) and the nature of evidence on which the Dismissal is based. Notice shall be given to the Trainee by both US mail and the Trainee's okstate.edu email address and shall be provided no later than five (5) business days after Program Director determines the Misconduct or Academic Deficiency is irremediable. Dismissal from a residency Program may occur for reasons including, but not limited to, any of the following:
 - Demonstrating unethical or unprofessional behavior.
 - Being placed on Probation more than once.
 - Failure to meet the requirements of a written notification or Corrective Action plan as provided by the Program Director.
 - Failure to comply with the terms and conditions of Suspension.
 - illegal conduct.
 - Failure to comply with the medical licensure laws of the State of Oklahoma or state where training has occurred.
 - Failure to maintain required professional liability coverage as stipulated in the eligibility requirements of OSU-CHS/OMECO.
 - Failure to pass required medical licensing exams and/or obtain required licensure.
 - Participating in any type of moonlighting activities without the knowledge and prior written approval of the Program Director.
 - Within five (5) business days of the determination to Dismiss a Trainee, the Program Director shall meet with the Trainee and provide the Trainee with a written letter of Dismissal via US mail and Okstate.edu email, including the reason for the action, the date of Dismissal and the Trainee's right to assert a grievance under Section. A copy of this letter will be provided to the DIO and the Chair of the GMEC.

The Program Director is responsible for and shall administer disciplinary or academic Adverse Action. The program director may consult with the DIO during a non-reviewable corrective action but must consult with the DIO during the delivery of a reviewable corrective action.

Academic Grievances and Due Process

Each resident/fellow will be granted due process relating to supervision, non-renewal, non-promotion, or dismissal regardless of when the action is taken during the appointment period. Each member institution must have a policy that grants due process to the residents/fellows, and the policy must be submitted to the OSU-CHS/OMECO GME office and approved by the DIO. Academic grievances only apply to reviewable actions.

The Sponsoring Institution GMEC serves as the appeals body for all Trainees in Programs, independent of that Program's funding source, for actions taken that could significantly impact a Trainee's intended career development such as Probation, Renewal Without Promotion to a subsequent PGY level, Non-Renewal, Suspension, or Dismissal.

Procedure for Academic Grievance

If a Trainee is subject to Probation, Suspension, Renewal Without Promotion, Non-Renewal or Dismissal, they may initiate a Formal Grievance Procedure. The Trainee shall present the Grievance in writing and via email to the okstate.edu email address to the OSU-CHS/OMECCO DIO within twenty (20) calendar days after the date of receipt of notification of a Reviewable Corrective Action. The Grievance shall state the facts upon which the Grievance is based and requested remedy sought. The OSU-CHS/OMECCO Designated Institutional Official, or designee, shall respond to the Grievance in writing via US mail and the Trainee's Okstate.edu email no later than fifteen (15) calendar days after they are received the Grievance.

If the Trainee is not satisfied with the response, they may then submit, within ten (10) calendar days of receipt of the OSU-CHS/OMECCO Designated Institutional Official's response, a written request for a Hearing.

Hearing

The Hearing Procedure will be coordinated by the Sponsoring Institution Designated Institutional Official, or designee, who will preside at the Hearing, but will not be a voting participant. The Hearing will be scheduled within thirty (30) calendar days of the Trainee's written request for a Hearing. The Hearing Panel will consist of at least three (3) members of the Sponsoring Institution GMEC and will be appointed by the DIO or the Chairman of the GMEC if the DIO is unavailable. The Sponsoring Institution Designated Institutional Official will determine the time and site of the Hearing in consultation with the Trainee, the Hearing Panel and Program leadership. The Trainee shall have a right to self-obtained legal counsel at their own expense or another advisor of the Trainee's choice; however, for Academic Deficiency a Trainee's retained counsel or other advisor is limited to advising the Trainee directly and may not actively participate in the Hearing, cross-examine witnesses, or speak before the Hearing Panel. The Trainee's retained counsel or other advisor may participate directly when there is a Hearing for Misconduct.

The format of the Hearing will include a presentation by the Program Director or their representative; an opportunity for a presentation by the Trainee; an opportunity for a response by the Program Director or their representative, followed by an opportunity for a response by the Trainee. This will be followed by a period of questioning from the Program Director, or their representative, and the Trainee by the Hearing Panel.

The Trainee and the program will have a right to present documents and/or witnesses at the Hearing, including witnesses who may be Program representatives. All documents presented by either party at the Hearing shall be provided to the other party at least five (5) calendar days prior to the Hearing. A final decision will be made by a majority vote of the Hearing Panel only after deliberation of the Hearing Panel, and such final decision will be communicated to the Trainee within ten (10) calendar days after the Hearing. This Formal Grievance Procedure will represent the final appeal within the Sponsoring Institution and its Sponsored Programs.

Summary of Corrective Actions (This list is meant to be a guide, and each situation may require additional consideration)

Remediation Action	Grievable	Reportable	Retained in Resident File
Resident Evaluations	No	No	Yes
Notice of Concern	No	No	Yes, until remedied then removed
Focus of Concern	No	No	Yes, until remedied then removed
Probation	Yes	Yes	Yes
Suspension	Yes	Yes	Yes
Non-Renewal	Yes	Yes	Yes
Renewal with Non-Promotion	Yes	Yes	Yes
Dismissal	Yes	Yes	Yes
Removal from Patient Care Activities	No	Situational	Situational

References

Sponsoring Institution ACGME (Accreditation Council for Graduate Medical Education) Requirements IV.C.2.e) grievance and due process; (Core)
 IV.E. Grievances: The Sponsoring Institution must have a policy that outlines the procedures for submitting and processing resident/fellow grievances at the program and institutional level and that minimizes conflicts of interest.

Appendix B

CNO Benefits

Resident will receive the following benefits, subject to the same conditions applicable to the Nation's exempt employees and the terms and conditions of the Nation's current benefit plans and or policies. The benefits listed below may be unilaterally modified by the Nation from time to time and for a more detailed description please refer to the Resident Handbook:

1. **Health and Dental Insurance:** Comprehensive health and dental insurance. Resident who wishes for family coverage for medical and/or dental insurance shall pay the difference between the premium for the family plan and the premium for the individual plan. Coverage shall begin the first day of Residency training.
2. **Disability Insurance:** Long term and short-term disability insurance.
3. **Life Insurance:** Life insurance.
4. **Worker's Compensation:** Worker's Compensation Insurance.
5. **Annual Leave:** Four (4) weeks (one hundred and sixty (160) hours) total per annum prorated paid stipend. Annual Leave is defined as time off for a vacation, professional or sick. Annual Leave is not cumulative from year to year and requires the Program Director's approval. Unused Annual Leave will not be paid out at the end of the academic year. A paid leave of absence may be granted for parental, medical or caregiver purposes with approval of the Program Director, consistent with the Accreditation Council for Graduate Medical Education's regulations. All leave is subject to the Program's Leave and Leave of Absence Policy.
6. **Unpaid Leave:** Nation's Family and Medical Leave of Absence policy ("FMLA"), as may be amended from time to time. Other medical or personal unpaid leave may be granted with the approval of the Program Director, consistent with the Accreditation Council for Graduate Medical Education's regulations, as applicable, only after the Resident has exhausted all of his or her leave benefits. Makeup time and/or repeat of training is determined by the Program Director according to the Program's Leave and Leave of Absence Policy.
7. **Disability:** Nation's Disability Coverage. Disability insurance maybe terminated upon written notice to the Resident during the incapacity of the Resident due to illness or injury, at any time after the continuation of such incapacity for more sixty (60) days, or upon exhaustion of any leave to which the Resident is entitled during such incapacity under the Health System's FMLA policy, whichever occurs at a later time.
8. **Optional Benefits:** The Resident may be given an option to participate in additional benefit programs at the Nation's discretion, as outlined in the Resident Handbook.
9. **Financial Support for Program:** Financial support for the Program is through a Health Resources and Services Administration (HRSA) Teaching Health Center grant in addition to tribal funding.