GRADUATE MEDICAL EDUCATION (RESIDENCY) AGREEMENT

THIS GRADUATE MEDICAL EDUCATION (RESIDENCY) AGREEMENT (“Agreement”) is made and entered into at Chicago, Illinois as of the _____ day of ______ 2015 by and between MERCY HOSPITAL AND MEDICAL CENTER, an Illinois not-for-profit corporation, (hereinafter referred to as the “Medical Center”) and, __________________ , M.D., (hereinafter referred to as the "Resident Physician Trainee").

WHEREAS, the Medical Center operates a duly licensed, full service hospital located at 2525 South Michigan Avenue, Chicago, Illinois;

WHEREAS, the Resident Physician Trainee is a candidate in a graduate medical education training program of the Medical Center;

WHEREAS, the Resident Physician Trainee has evidenced that he/she has a current, unrestricted license to practice medicine in the State of Illinois as a Physician in training and agrees that it is his/her sole responsibility to maintain said license for the term of this Agreement;

WHEREAS, where applicable, it is understood that commencement of this Agreement is specifically contingent upon approval of the Resident Physician Trainee’s visa status as a condition precedent;

WHEREAS, the Medical Center wishes to contract with Resident Physician Trainee with regard to his/her participation in the graduate medical education program as a PG ___ in the Department of ___________________________;

WHEREAS, the parties have agreed upon terms and conditions under which the Resident Physician Trainee shall serve the Medical Center and further desire to reduce such terms and conditions to writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter exchanged, and for other good and valuable consideration, it is understood and agreed as follows:

I. OBLIGATIONS OF THE MEDICAL CENTER

1.01 The recitals set forth above are incorporated into and made a part of this Agreement.

1.02 The Medical Center agrees to provide a graduate medical educational training program which complies with the standards of the Essentials of Accredited Residencies of the Accreditation Council on Graduate Medical Education, and in accordance with the Healthcare Facilities Accreditation Program (HFAP) standards or other applicable accreditation standards, and to maintain such training program at all times during the term hereof, and to continuously maintain its staff and facilities in compliance with the above-mentioned standards as presently delineated or as may be hereafter amended.
1.03 The Medical Center shall evaluate the competence of the Resident Physician Trainee on a regular basis, maintaining a confidential record of the evaluations.

1.04 The Medical Center shall make the determination of whether the Resident Physician Trainee shall ascend to the next higher postgraduate level. Said decision shall be within and at the discretion of the Chair/Program Director of the Department to which the Resident Physician Trainee is ascending. Due consideration will be given to the prior educational experience of the Resident Physician Trainee in making the determination. The effects of leave(s) on the ability of the resident to satisfy requirements to complete the program is based on specific program requirements.

1.05 (a) For the services rendered by the Resident Physician Trainee in conjunction with the educational program, the Medical Center agrees to pay the Resident Physician Trainee a stipend of ___________ Dollars ($_____________) payable in twenty-six (26) equal bi-weekly installments. (See Exhibit A)

(b) In case of termination of this Agreement for any reason before the end of the original term or any subsequent term, the stipend will be calculated on a prorated basis and the Resident Physician Trainee shall receive not more than a prorated share based on the number of weeks that the Agreement was in force during the contract term.

1.06 The Medical Center agrees to provide benefits for the Resident Physician Trainee during the term of his/her Agreement as described in the Medical Center’s GME Policy. (See Exhibit A). Further, the Medical Center shall provide counseling, medical, psychological, and other support services in conformity with the ACGME and Guidelines as set forth in the Medical Center’s GME Policy. The Medical Center shall also inform the Resident Physician Trainee in its GME Policy of the conditions under which meals are to be provided.

1.07 The Resident Physician Trainee may be granted an extended leave of absence without salary with the prior written approval of the Department Program Director for a period of time not to exceed six (6) months, unless additional written approval of the Department Program Director is obtained. It is understood that the Resident Physician Trainee’s position at the Medical Center may not be available upon return from an extended leave of absence.

The Medical Center shall provide defense and indemnity against claims of liability and legal actions asserted or brought against Resident Physician Trainee for professional negligence within the scope of the activities assigned to the Resident Physician Trainee under this Agreement. The Resident Physician Trainee agrees to provide, and it is a condition of defense and indemnification that the Resident Physician Trainee provide, prompt notice of any claim or suit and cooperation in the investigation and defense of any such claim or suit. The Medical Center reserves the right to select defense counsel and to investigate, settle or otherwise dispose of the matter as it sees fit. This Agreement to defend
and indemnify does not extend to acts beyond the scope of activities assigned under this Agreement or to intentionally tortious or criminal acts.

1.08 The hours of duty of the Resident Physician Trainee will vary with the Department to which he/she is assigned, but said Department and the Medical Center shall maintain an environment conducive to adequate patient care and the Resident Physician Trainee’s health, well-being and education, and will conform to the Residency Review Committee requirements regarding all call duty. The Medical Center, in its sole discretion, shall provide adequate off-duty hours for study, research, and other appropriate professional and academic endeavors.

1.09 In accordance with the Accreditation Council on Graduate Medical Education requirements, federal and state law, and Medical Center policies and procedures, upon reasonable advance request, the Resident Physician Trainee shall have access during normal working hours to his/her employment and educational records maintained by the Medical Center and the Medical Center’s GME Office, except that all letters of reference and all records pertaining to quality assurance and risk management shall be segregated and shall not be open to inspection by Resident Physician Trainee.

1.10 Except where allowed or required by law or where required directly and routinely in the administration of the training program, the release of information and data contained in the Resident Physician Trainee’s employment and educational records maintained by the Medical Center will be made only after the express written consent of the Resident Physician Trainee in accordance with the Medical Center’s “General Release of Information, Personnel and Education Records,” attached hereto as Exhibit “B” and made a part hereof. Resident Physician Trainee acknowledges and agrees that information regarding the complete and timely completion of medical records will be included in the performance evaluation and may be discussed in verbal and/or written references.

1.11 Upon request, Mercy Hospital and Medical Center will provide Resident Physician trainees with access to information relating to eligibility for specialty board examination(s).

II. OBLIGATIONS OF THE RESIDENT PHYSICIAN TRAINEE

2.01 The Resident Physician Trainee must continually meet the qualifications for resident eligibility outlined in the Essentials of Accredited Residents in Graduate Medical Education.

2.02 The Resident Physician Trainee represents that he/she has a valid and unrestricted license to practice medicine in the State of Illinois and acknowledges that it is his/her sole responsibility to maintain said license during the term hereof. The Resident Physician Trainee shall Notify Medical Center immediately of any notice of revocation, suspension, restriction, or change in licensure, visa status, or work authorization.
If at any time within the term of this Agreement the Resident Physician Trainee ceases to be properly licensed or authorized to remain or work in the United States, the Agreement may be terminated.

2.03 The Resident Physician Trainee shall fulfill all educational requirements of the graduate program of the Medical Center to which he/she is applying and all the requirements of the appropriate certifying body.

2.04 The Resident Physician Trainee shall provide safe and effective patient care commensurate with the Resident Physician Trainee’s level of advancement and competence, under the general supervision of appropriately privileged teaching staff. This obligation includes, but is not limited to the following:

- Participation in safe, effective and compassionate patient care;
- Developing an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education;
- Understanding cost containment measures in the context of the provision of quality patient care;
- Participation in the educational activities of the training program and, as appropriate, assumption of responsibility for teaching and supervision of other residents and students, and participation in institutional orientation and education programs and other activities involving the clinical staff;
- Participation in institutional committees and councils to which the housestaff physician is appointed or invited;
- Performance of all assigned duties in accordance with the established practices, procedures and policies of the institution, and those of its programs, clinical departments and other institutions to which the housestaff physician is assigned.

2.05 The Resident Physician Trainee agrees to perform his/her work and functions at all times in strict accordance with (a) current recognized methods and practices in the appropriate field of medicine, (b) the Bylaws and Rules and Regulations of both the Medical Center and the Medical Staff, (c) the Administrative and Personnel Policies and Procedures of the Medical Center, (d) Institutional Policy for Graduate Medical Education, as same exists on the date hereof or as may be hereafter amended, (e) all applicable accrediting body standards, and (f) all local, state and federal laws and regulations to which the Medical Center is subject.

2.06 The Resident Physician Trainee agrees to provide the Medical Center with prompt written notification of any known actions taken or contemplated by any local, state or federal body or agency or private medical or professional society which may subject the Resident Physician Trainee’s license or certificate of registration to any disciplinary action. The parties agree that the Medical Center, in its sole discretion, may terminate this Agreement upon the commencement of such disciplinary proceedings.

2.07 The Resident Physician Trainee agrees to complete all medical records relevant to his/her activities in a timely fashion pursuant to the policy of the Medical Center.
2.08 The qualified Resident Physician Trainee may engage in off-duty medical activities, subject to the discretion and written approval of his/her Program Director provided such activities do not interfere with the obligations of the Resident Physician Trainee to the training program and the Medical Center and/or are not a violation of any immigration regulation inherent to the nature of any visa status granted to the Resident Physician Trainee. The Resident Physician Trainee shall inform his/her Department Program Director of his/her engagement in off-duty medical activities upon his/her commencement of duties under this Agreement and receive written approval to continue such activities. No Resident Physician Trainee holding a temporary medical license may participate in off-duty activities. **The Resident Physician Trainee hereby acknowledges that the indemnification provided under this Agreement under section 1.07 does not indemnify him/her for any off-duty medical activities in which he/she may be engaged outside of the Medical Center, and that the Medical Center assumes no responsibility or liability for his/her actions with respect to any outside activities.** The Resident Physician Trainee agrees that he/she will not engage in such off-duty activities without appropriate professional liability insurance coverage which coverage must be demonstrated to and approved by the Department Program Director before engaging in such off-duty activities. Further, it is understood that such off-duty activities may be a factor considered in the periodic evaluation of the Resident Physician Trainee’s performance of duties at the Medical Center.

2.09 The Resident Physician Trainee shall remain within the hospital while on duty as well as while on-call.

2.10 The Resident Physician Trainee shall successfully pass any tests and evaluations as and when required by the Medical Center for residents in the subject Residency Program. For PGY2 Level Resident Physician Trainees this includes taking the USMLE Step 3 examination as set forth on Exhibit C attached hereto. The Resident Physician Trainee shall also comply with annual seasonal flu vaccination requirements and other Medical Center employee health services requirements.

2.11 The Resident Physician Trainee agrees to fulfill the educational requirements of the Residency Program and the obligations to provide appropriate patient care as assigned by the Program Director. Resident Physician Trainee shall maintain proper professional conduct and appearance and demonstrate courtesy and respect to patients, their families and all persons employed by or associated with the Medical Center.

2.12 The Resident Physician Trainee shall attend all educational conferences and programs required by the Department Program Director, unless the Resident Physician Trainee is engaged in emergency care of patients or specifically directed to perform other responsibilities by the Department Program Director.

2.13 The Resident Physician Trainee understands and acknowledges that he/she may not participate in Medical Center’s graduate medical education training program if he/she has now or has ever been (1) convicted of a criminal offense related to healthcare fraud or (2) excluded, debarred, sanctioned or otherwise ineligible for
participation in a "Federal Health Care Program" as defined at 42 U.S.C. 1320a-7(b)f or in any other government payment program. Resident Physician Trainee hereby authorizes Medical Center to conduct a check of the excluded provider database. The Resident Physician Trainee understands and acknowledges that this Agreement shall be null and void in the event the excluded provider database identifies him/her as an excluded provider.

III. TERM AND TERMINATIONS

3.01 This Agreement shall commence on the 1st day of July 2015 and shall remain in force and effect for one year until the 30th day of June 2016 unless sooner terminated as provided herein.

3.02 The Medical Center shall have the sole discretion to determine whether it wishes to offer the Resident Physician Trainee the opportunity to renew this Agreement. Medical Center shall notify the Resident Physician Trainee in writing of its intention to renew this Agreement prior to March 1st, 2016. The Resident Physician Trainee shall inform the Medical Center in writing of his/her intention to renew this Agreement prior to March 1st, 2016. Reappointment to a subsequent year of residency requires execution of a new Agreement between the parties.

3.03 The Resident Physician Trainee and the Medical Center agree that this Agreement may be terminated by:

(a) The death of the Resident Physician Trainee;

(b) Failure to perform services as provided herein due to the physical or mental incapacity of the Resident Physician Trainee. The Medical Center shall have the right to have the Resident examined at such reasonable time or times by any physician or physicians whom the Medical Center may choose, and the Resident Physician Trainee shall make himself/herself available for and submit to such examinations.

(c) A determination by the Department Program Director that the Resident Physician Trainee has substantially failed to fulfill any obligations under this Agreement, as determined solely by the Department Program Director, provided that such action shall not take effect until the Resident Physician Trainee has received written notice of same;

(d) The Resident Physician Trainee’s license to practice medicine is revoked, suspended or limited, or proceedings are commenced which could subject the Resident Physician Trainee’s license to such disciplinary measures;

(e) The Resident Physician Trainee pleads nolo contendere or is convicted of a felony or a crime other than a minor vehicle violation;

(f) Problems relating to the Resident Physician Trainee’s medical competence and/or judgment which are or might reasonably be considered detrimental
to patient care or disruptive or deleterious to the operation of the Medical Center, or contrary to the Bylaws and Rules and Regulations of the Medical Center or the Medical Staff, and the institution’s Policy for Graduate Medical Education, as determined by the Medical Center, in its sole discretion;

(g) Failure of the Resident Physician Trainee to perform satisfactorily any obligations under this Agreement, or if Resident Physician Trainee is considered to have committed any major or repeated minor infractions thereof, or fails, in a material manner to comply with the Hospital's rules and regulations, or is a danger to patient care or treatment, as determined by the Department Program Director.

(h) Disciplinary proceedings as set forth in Section II Paragraph 2.06 of this Agreement.

(i) The mutual agreement of the parties hereto.

3.04 The Medical Center shall have the right to terminate this Agreement and to discharge the Resident Physician Trainee without notice should the Resident Physician Trainee fail to notify the Department Program Director, the Chief Resident, or the Department of Medical Education, or the Communication Center, of the Resident Physician Trainee’s absence or anticipated absence from duty during a period the Resident Physician Trainee is on-call.

3.05 Resident Physician Trainee may appeal termination or disciplinary actions as set forth in the Medical Center’s Due Process procedures attached hereto as Exhibit “D”.

3.06 Upon termination of this Agreement, for whatever reason, the Resident Physician Trainee has the following responsibilities:

(a) Return all Medical Center property including, but not limited to, books, equipment, and auto page;

(b) Complete all medical records, (the parties agree that in the event that Resident Physician Trainee’s medical records are not completed, for any reason, at the time of completion of training at the Medical Center, the Resident Physician Trainee shall not receive payment of the financial stipend installment(s) until such records are completed);

(c) Settle all professional and financial obligations.

IV. GENERAL PROVISIONS

4.01 Medical Center abides by all applicable provisions of Federal, State and Local law. Medical Center does not discriminate in its employment or educational policies and practices on the basis of race, color, religion (except where religion is a Bona Fide Occupational Qualification for the job), national origin or ancestry,
gender, sexual orientation, age, marital status, veteran’s status, or any other classification protected by law. Otherwise qualified individuals are not discriminated against on the basis of physical or mental handicap/disability. Medical Center will not tolerate racial, sexual or other forms of harassment of students, faculty, staff employees, or patients and has established policies and procedures to promptly address any complaints.

4.02 This Agreement shall be governed and interpreted according to the internal laws of the State of Illinois, by a court of competent jurisdiction sitting in Cook County.

4.03 The provisions of this Agreement constitute the entire agreement between the parties and may be amended at any time by mutual agreement of the parties provided that, before any amendment shall be operative or valid, it shall be reduced to writing and signed by both parties.

4.04 If any provision or clause of this Agreement shall be held to be invalid, such provision or clause shall be deleted from the Agreement and the Agreement shall be construed to give effect to the remaining portions thereof.

4.05 Wherever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If language is stricken or deleted from this contract such language shall be deemed never to have appeared and no connotations or inferences shall be drawn therefrom.

4.06 This Agreement shall not be assigned in whole or in part by the Resident Physician Trainee.

4.07 No waiver of any term or condition of this Agreement by either party shall be deemed a continuing or further waiver of the same term or condition, or a waiver of any other term or condition of this Agreement.

4.08 All notices permitted or required under this contract shall be in writing and addressed as follows:
If to Medical Center
Mercy Hospital and Medical Center
2525 South Michigan Avenue
Chicago, IL 60616-2477

With a copy to
Carol Schneider
Chief Executive Officer
Mercy Hospital and Medical Center
2525 South Michigan Avenue
Chicago, IL 60616-2477

If to Resident:
M.D.
Resident Physician Trainee
Mercy Hospital and Medical Center
2525 South Michigan Avenue
Chicago, IL 60616-2477

IN WITNESS WHEREOF, the Medical Center and the Resident Physician Trainee have hereunto set their hands and seals on the day and year first above written.

MERCY HOSPITAL AND MEDICAL CENTER

_____________________________________, M.D.
Its: Program Director

By: Carol Schneider
Its: Chief Executive Officer

RESIDENT PHYSICIAN TRAINEE

_____________________________________, M.D.
Date: ______________________

### EXHIBIT A
### HOUSE STAFF BENEFITS – 2014-2015

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Description</th>
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| **SALARY**                       | PGY1 $48,360.00  
PGY2 $50,040.00  
PGY3 $51,660.00  
PGY4 $53,760.00 |
| **MEDICAL INSURANCE**            | Medical Insurance coverage options are offered. Refer to Human Resources for further information. There is a bi-weekly deduction. |
| **PROFESSIONAL LIABILITY INSURANCE** | Covered by Institution                                                      |
| **DENTAL INSURANCE**             | Dental Insurance options are offered. Refer to Human Resources for further information. There is a bi-weekly deduction. |
| **LIFE INSURANCE**               | $20,000.00 – refer to Human Resources.                                      |
| **SICK LEAVE**                   | Benefit available on terms generally offered to Resident Physician Trainees. Consult Human Resources for further information. |
| **DISABILITY INSURANCE**         | Benefit available on terms generally offered to Resident Physician Trainees. Consult Human Resources for further information. |
| **MATERNITY/PATERNAL LEAVE**     | Benefit available on terms generally offered to Resident Physician Trainees. Consult Human Resources for further information. |
| **LEAVE OF ABSENCE**             | Benefit available on terms generally offered to Resident Physician Trainees. Consult Human Resources for further information. |
(Benefits, continued)

UNIFORMS………. Three uniforms per Resident (1st year only). Cleaning service provided.

ON-CALL MEALS………. Residents are given “meal tickets” for on-call meals. Tickets are valued at $4.00 per ticket and $3.00 per ticket totaling $7.00 per call.

PARKING………. Free Parking.

VACATION………. Four Weeks – Arranged with Program Director

11/11
EXHIBIT B

MERCY HOSPITAL AND MEDICAL CENTER
GENERAL RELEASE OF INFORMATION
PERSONNEL AND EDUCATION RECORDS

I hereby authorize Mercy Hospital and Medical Center to release and furnish to the named person/institution below any and all records and documents, including otherwise privileged and confidential information, from my personnel and education training program file compiled during my residency at Mercy Hospital and Medical Center.

I further authorize the release of said records and documents together with any interpretations, evaluations, or personal impressions thereof which may be relevant in the evaluation of my professional qualifications and abilities, or may pertain to my competence, character, ethical and moral qualifications for the staff membership and clinical privileges which I seek.

I hereby agree to release from any liability, and to indemnify and hold harmless, Mercy Hospital and Medical Center, its agents and representatives, and its medical staff, from and against any and all losses, claims, damages, or expenses including, but not limited to, attorney’s fees, costs and expenses arising from, or in any way connected with, the release of said records.

This authorization is subject to written revocation at any time, except in those circumstances in which Mercy Hospital and Medical Center has taken certain action in reliance on such authorization prior to receipt of my written notice of revocation of authorization.

I hereby authorize release of the aforementioned information to:

NAME OF PERSON/INSTITUTION

STREET ADDRESS

CITY       STATE       ZIP CODE

AREA CODE & TELEPHONE NUMBER

________________________________________

SIGNATURE

________________________________________

PRINT NAME

________________________________________

DATE
PGY2 LEVEL RESIDENT CONTRACTS ONLY

The Resident Physician Trainee must apply for and have taken their STEP 3 United States Medical Licensing Examination (USLME) no later than December 1st of their PGY2 academic year. Note that a Resident Physician of osteopathic medicine (D.O.) can have the option of taking USMLE Step 3 or COMLEX-USA Level 3 by the National Board of Osteopathic Medical Examiners (NBOME).

This policy is mandatory and if not adhered to by the specified date listed above, the Resident Physician will not be offered a contract for the PGY 3 level.

I fully understand the above mandatory policy and I will schedule and take my USMLE Step 3 (or for D.O. Resident Physician Trainees the COMLEX-USA Level 3) examination before December 1st of my PGY2 contract academic year.

RESIDENT NAME:_____________________________________ _______________________
(PLEASE PRINT)

SIGNATURE:_________________________________________ ________________________

DATE:______________________________________________ _________________________

I/11
EXHIBIT D
DUE PROCESS

INTRODUCTION

Whenever the professional activities, conduct, or demeanor of a Resident Physician Trainee interferes with the discharge of assigned duties, or jeopardizes the well being of patients, the Administration of Mercy Hospital and Medical Center (“Hospital”) reserves the right to correct the situation through disciplinary action as it sees fit.

The Procedural Rights process detailed herein is available to Resident Physician Trainees who wish to appeal certain disciplinary actions that significantly threaten the Resident Physician Trainee’s career development. The following is an overview of the process, however, any individual agreement document will rule in case of discrepancy with the overview provided here.

CAUSES FOR CORRECTION ACTION

The following list provides examples of Resident Physician Trainee’s actions that can be grounds for discipline. It is not intended to be inclusive of all reasons for disciplinary action. The Program Director’s action will depend on the severity of the infraction, prior warnings, and efforts on the part of the Resident Physician Trainee to correct his or her behavior. In these cases the basis for the decision will be in the Program Director’s best judgment.

1. Behavior that threatens the well-being of patients, medical staff, employees, and the general public.
2. Other substantial or repetitive conduct which is considered by the Resident Physician Trainee’s supervisor to be professionally or ethically unacceptable or which is disruptive to the normal and orderly functioning of the institution to which the Resident Physician Trainee is assigned.
3. Failure to conform to the Residency Agreement, or to policies and procedures of Mercy Hospital and Medical Center or the Resident Physician Trainee’s program.
4. Failure to comply with federal, state and local laws and regulations whether or not related to the medical profession.
5. Failure to provide patient care of satisfactory quality expected for the Resident Physician Trainee’s level.
6. Fraud by commission or omission in application for the residency position in completing other official hospital documents.
7. Suspension, revocation, or any other inactivation, voluntary or not, of a Resident Physician Trainee’s license by the State of Illinois for any reason.
8. Absence from duty assignments without notice or reasonable excuse.
9. Failure to perform the normal and customary services of a Resident Physician Trainee as defined in the ACGME “General Requirements”, and the Council On Podiatric Medical Education Policies.
10. Sexual harassment or abuse of patients, other Resident Physician Trainee’s, hospital staff or the general public.

DISCIPLINARY ACTIONS

Resident Physician Trainee may be subject to the following actions by the Program Director or by his/her designee. Discipline may be progressive in that it follows the order of actions listed below. However, if Resident Physician Trainee’s behavior, in the judgment of the Resident Physician Trainee’s supervisor or Administration warrants removing the Resident Physician Trainee from normal duties, suspension or dismissal may be imposed without prior warning.

A. Written Warning
   A Program Director may issue a letter of warning to a Resident Physician Trainee in response to behavior or performance problems. The letter will detail the situation, the remedy required of the Resident Physician Trainee, and the consequences of not correcting the problem. A copy of the letter will be placed in Resident Physician Trainee’s department and GME Office files.

B. Probation
   1. Definition: Probation is a disciplinary condition in which the Program Director notifies a Resident Physician Trainee in writing of specific deficiencies that must be corrected in a stated period of time or the Resident Physician Trainee will not be allowed to continue in the Program or will be continued on probationary status. The Resident Physician Trainee receives credit for training time and salary and benefits remain in force during probation.

   2. Procedure: The Program Director schedules a meeting with the Resident Physician Trainee to discuss the reasons for probation and the corrective actions required by Resident Physician Trainee. The Program Director provides Resident Physician Trainee with a letter detailing the above points, either at the meeting or within a reasonable time following the meeting. Copies of this letter will be placed in the Resident Physician Trainee’s department file and the GME Office file.

   At the end of the probationary period, the Program Director meets again with the Resident Physician Trainee. Depending on the Resident Physician Trainee’s performance, he/she may be:
   a. Removed from probation,
   b. Given an additional period of probation, or
   c. Entered into the termination process.

C. Suspension
   1. Definition: Suspension is a corrective action that removes the Resident Physician Trainee from any program duties. The Resident Physician Trainee does not
receive credit for training nor is he/she paid for the time on suspension. A continuing non-corrected suspension will lead to the initiation of the dismissal process.

2. Procedure: The Program Director may initiate suspension under conditions where the Resident Physician Trainee’s behavior or competence threatens the well-being of patients, staff or employee’s for flagrant or continued disregard for Hospital or program’s policies, procedures, rules or regulations where suspension is the next step in a progressive disciplinary action.

A Resident Physician Trainee may be suspended “pending investigation” in cases where the Program Director believes that removing the Resident Physician Trainee from duty is in the best interest of the Hospital, but lacks details of the problem. A Resident Physician Trainee suspended “pending investigation” cannot work, but will continue to be paid until the matter is resolved. Depending on the Program Director’s findings, the Resident Physician Trainee may be restored to full duty, have pay reduced in relation to suspension time already served, or may be terminated.

The Program Director will provide a letter to the Resident Physician Trainee detailing the reason for a suspension, its length, and the remedies necessary to remove the suspension. The letter may also indicate the circumstances under which the Resident Physician Trainee may be terminated if the situation is not corrected. Copies of the letter will be filed in the Resident Physician Trainee’s department and GME Office files.

Suspension will be removed when the initiating reason has been corrected to the satisfaction of the Program Director.

D. Dismissal
1. Definition: Dismissal means termination from Hospital employment and participation in a residency training program even though the Resident Physician Trainee is party to a current Residency Agreement.

2. Procedure: The Program Director will provide a letter to the Resident Physician Trainee detailing the reasons for dismissal, with the effective date. Copies of the letter will be filed in the Resident Physician Trainee’s department and GME Office files. A dismissed Resident Physician Trainee must complete the sign-out process in order to receive his/her final paycheck.

APPEALS

A. The following disciplinary actions can be appealed except those actions contained in the next section due to circumstances listed in the next section.

1. Probation
2. Suspension
3. Dismissal
4. Nonrenewal Of Residency Agreement.

B. Actions which are NOT covered by the appeal process include:

1. Suspension due to loss of medical license.
2. Reduction of clinical privileges or requirement of faculty supervision when stipulated by the Program Director or designee.
3. Suspension/removal of clinical privileges due to failure to complete medical records according to institutional standards.
4. Delay or refusal by Program Director to certify clinical competence for specialty board certification.
5. Actions taken in relation to a Resident Physician Trainee’s academic performance in the program, (i.e., failure to complete scholarly activities).

C. The appeal process has three steps:

1. Appeal to Department Committee
2. Appeal to GME Committee or GME Representative
3. Appeal to President/CEO of the Hospital

Appeals must be made in the order listed below:

a. Departmental Committee
   A Resident Physician Trainee who is the subject of a disciplinary procedure may request an informal departmental hearing. The request must be submitted in writing to the Department Head within fourteen (14) days of the Resident Physician Trainee receiving notification of the discipline.

   The hearing will take place before a committee chosen by the President/CEO of the Hospital that will consist of five (5) faculty members – (2 from the Resident Physician Trainee’s department, 2 from another department and 1 GME Committee member). The committee membership cannot include the Department Head of Program Director. Committee members are required to make a thorough review of the Resident Physician Trainee’s file prior to the hearing. The hearing will take place no later than fourteen (14) days following receipt of the Resident Physician Trainee’s request.

   The Administrative GME secretary is in charge of coordinating the below activities:

   The Resident Physician Trainee and the Program Director and/or Department Head will each make thirty (30) minute presentations
(no longer) to the committee members separately. **No one else may be present at the hearing.**

The committee will make its decision based on a majority vote. The committee will make its recommendations to the President/CEO of the Hospital. The resident will receive a written copy of the decision no later than fourteen (14) days following the hearing.

**b. President/CEO of the Hospital**

Resident Physician Trainee may appeal the decision to the President/CEO of the Hospital, in writing, no later than fourteen (14) days following the receipt of the committee’s decision. The President/CEO will render a decision of this appeal within fourteen (14) days of receipt of the Resident Physician Trainee’s appeal. The decision of the President/CEO shall be final, binding and non-appealable.

Approved: June 1, 2002 – Graduate Medical Education Committee
Revised and Approved – April 14, 2006 – Graduate Medical Education Committee