

# RESIDENT/FELLOW CONTRACT

## FY 2021-2022

AGREEMENT made this \_\_\_\_ day of June/July/August 2021, between MAIN LINE HOSPITALS, INC. (Hereinafter "Hospital") and \_\_\_\_\_ (hereinafter "Resident"), which for purposes of this Agreement refers to all postdoctoral trainees. The term "Resident" shall be used to include those individuals who have completed a residency, who are completing advanced subspecialty training and who are commonly termed "Fellows".

### 1. Appointment, Reappointment and Nonrenewal: Terms and Licensure Responsibilities

Hospital appoints Resident for the period June/July/August \_\_\_\_, 2021 through June/July \_\_\_\_, 2022 as a PGY \_\_\_\_ Postdoctoral Year resident or fellow in the area of:

- |  |   |
|--|---|
| <input type="checkbox"/> BMH Family Medicine       | <input type="checkbox"/> Internal Medicine                      |
| <input type="checkbox"/> Diagnostic Radiology      | <input type="checkbox"/> Obstetrics & Gynecology                |
| <input type="checkbox"/> Surgery-General           | <input type="checkbox"/> Podiatry Medicine and Surgery/RRA      |
| <input type="checkbox"/> LMC Family Medicine       | <input type="checkbox"/> Urology                                |
| <input type="checkbox"/> Breast Surgery            | <input type="checkbox"/> Hematology/Oncology                    |
| <input type="checkbox"/> Cardiovascular Disease    | <input type="checkbox"/> Clinical Cardiac Electrophysiology     |
| <input type="checkbox"/> Interventional Cardiology | <input type="checkbox"/> Minimally Invasive Colo-rectal Surgery |
| <input type="checkbox"/> Gastroenterology          | <input type="checkbox"/> Laryngology                            |
| <input type="checkbox"/> Pulmonary/Critical Care   |   |

The Resident understands that this appointment is subject to the policies, procedures and regulations of the Hospital. The Resident further acknowledges that this appointment is contingent upon his/her fulfillment of:

- (1) all physician training/unrestricted licensure requirements of the laws of the Commonwealth of Pennsylvania and of the Pennsylvania State Board of Medicine and,
- (2) successful completion of all pre-employment requirements as set forth in Section 2 of the Residents' Contract.

Offers of employment may be rescinded and employment may be terminated if it is subsequently discovered that a trainee has provided false or misleading information or has failed to disclose information which, if disclosed during the selection process, would have resulted in a rejection of the trainee. Further, when applicable, the resident acknowledges that appointment is contingent upon securing and maintaining an appropriate Visa (J-1 or H1-b) in accordance with the rules and regulations of the United States Immigration Service and the Office of Homeland Security.

**No Resident/Fellow may perform clinical duties of any description, regardless of supervision, without the appropriate training license or unrestricted license as per the Pennsylvania State Board of Medicine.**

Reappointment for any subsequent Postdoctoral Year shall be subject to the Hospital's and Program's policies and procedures and Resident performance. If/When the Resident is reappointed for any subsequent Postdoctoral Year, the terms and conditions of such reappointment shall be contained in a separate Residency Agreement covering the applicable period.

In instances where a Resident's contract is non-renewed, as recommended by the Program Director (PD) and approved by the Graduate Medical Education Committee (GMEC), the Resident shall be given notice of non-renewal, in writing, no later than four (4) months prior to the end of the Resident's existing agreement (contract). However, if the primary reason(s) for the non-renewal occurs within the four (4) months prior to the end of the existing agreement, the Hospital must ensure that the Resident has been provided with as much written notice of the intent to non-renew as circumstances reasonably allow.

In instances of non-renewal, the Resident may implement the "Due Process and Grievance Protocol for Residents" as detailed in "*Exhibit "C"*" and appended hereto.

## **2. Resident Duties and Responsibilities**

The Resident agrees:

- A) To perform satisfactorily and to the best of his/her ability the customary educational duties of the residency as delineated in his/her programmatic curriculum; and,
- B) To refrain from any outside work (including, but not limited to, moonlighting) except as specifically approved in writing by his/her Program Director (PD) or Assistant/Associate Program Director (APD). No resident shall ever be covertly or overtly required to moonlight; and,
- C) To observe and abide by the policies and procedures, rules and regulations of the Hospital, the Medical Staff of the Hospital and of the Training Program to which he/she has been appointed; and,
- D) To observe the Hospital's dress code for Residents and to present, at all times, a proper appearance and courteous attitude toward all colleagues, patients, visitors and employees; and,
- E) To cooperate fully with the Hospital in the investigation and preparation of any claim or lawsuit that involves the Resident and/or the Hospital. This provision shall specifically survive after this Agreement has otherwise terminated for any reason; and,
- F) To complete all Medical Record responsibilities in a timely fashion and in accordance with current hospital policy in order to ensure excellence in patient care and patient safety. In

general, Residents must check their Epic Inbox daily while on clinical services and at least three times weekly when on non-clinical services to ensure charts are completed and patient results addressed. While on vacation, trainees must designate a classmate to assign their inbox responsibilities to; and,

- G) To comply with all policies/procedures and mandates regarding all elements of patient safety and quality care including, but not limited to, following appropriate protocol for the use of any and all electronic record systems, full completion of all patient care forms, compliance with infection control, and Occupational Safety and Health Administration (OSHA) requisites, pharmacy, laboratory, case management, nursing and other mandates/requisites as may be promulgated from time to time.
- H) To keep confidential any information regarding Hospital patients and proprietary information of the Hospital. The Resident agrees, under penalty of law, not to reveal to any person(s) except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of the Hospital, except as required by law or as authorized by the Hospital. The Resident agrees to comply with any/all patient information privacy policies and procedures of the Hospital and the Health Insurance Portability and Accountability Act (HIPAA); and,
- I) To complete and to obtain the results of all examinations (USMLE III, COMLEX III, etc.) as required by the Hospital and as required by the Commonwealth of Pennsylvania to advance training licensure and program status within eighteen (18) months of entry into any residency training program.

Residents who cannot be promoted to the PGY 3 level on June 24/July 1 due to failure to secure a passing USMLE III or COMLEX III score **may not be renewed as a PGY 2 per the Program Director's discretion.** The resident may be relieved of his/her clinical responsibilities, interrupt his/her training and may be asked to leave the training program, without pay, for up to 90 days. Days missed under these circumstances will need to be restored by the trainee when he/she resumes residency training.

If the USMLE III or COMLEX III scores have not been secured after 90 days, the resident may be terminated from his/her training program upon recommendation of the Program Director and concurrence of the GME Committee. In such cases, the resident shall have all Due Process rights, as contained herein, available to him/her.

If mitigating circumstances have precluded the resident from taking the examination and/or receiving his/her scores, the Program Director and the GME Committee may forego or postpone the action of termination.

- J) To complete all required documentation for obtaining, maintaining, renewing or extending a valid Visa or Employment Authorization Document (EAD), if applicable, in a timely fashion. A trainee holding a valid Green Card must provide a copy of same to the GME Office. Obtaining and maintaining a valid Visa/EAD/Green Card, if applicable, is requisite for continuing training without interruption and is the responsibility of the resident. Each

International Medical Graduate is responsible for obtaining a "valid indefinitely" certification for his/her ECFMG certificate if his/her certificate contains an expiration date and is responsible for providing the GME Office with a copy of the certificate; and,

- K) To attend mandatory core curriculum educational offerings as deemed necessary by the Hospital in order to meet The Joint Commission (TJC), Accreditation Council for Graduate Medical Education (ACGME), Council on Podiatric Medical Education (CPME), Society of Surgical Oncology (SSO), The Fellowship Council (TFC), American Laryngology Association (ALA) Federal or State regulations; and,
- L) To complete all survey tools as may be required by the: TJC/ACGME/CPME/SSO/TFC/ALA or the Hospital from time to time in an expeditious fashion; and,
- M) To comply with the Main Line Health *Standards of Conduct* policy; (**See Reference Table for location of this Human Resources (HR) Policy**); and,
- N) Each resident shall develop a personal program of self-study and growth with guidance from the faculty teaching staff; and,
- O) Each resident has an affirmative obligation to participate in safe, effective, compassionate, cost effective patient care under appropriate supervision and commensurate with his/her level of advancement and clinical responsibility as determined by his/her PD; and,
- P) The Resident agrees to fully comply with all requirements for employment including, but not limited to, drug screening (including nicotine), FBI, criminal background and Pennsylvania child abuse checks as required by Hospital policy. The Hospital may, at its sole discretion, terminate this Agreement on the basis of a positive screen or a documented criminal history. Due process is **not available** to the Resident who is released from his/her training agreement due to either of these factors. (See Reference Table for the location of the Institutional Graduate Medical Education Policy & Procedure #302.00 **Drug Screening and Criminal Background Checks**); and,
- Q) The Resident agrees to fully participate in evaluations as may be required to ensure fitness for duty and resident well-being. Evaluations may be performed via the Employee Assistance Program (EAP) or by an outside individual or agency as determined by individual circumstances. The Resident further agrees to participate in counseling services, as provided by EAP, at the request of his/her Program Director to ensure his/her health, well-being and fitness for duty. The cost of said evaluations will not be the responsibility of the Resident beyond the coverage limits of his/her health insurance, but may be time limited by the Hospital.
- R) Each graduate medical education program operates under the auspices of an Honor Code. Each Resident has an affirmative obligation to bring forward any and all information about himself or herself which may not be readily apparent to the PD or APD(s) and which may reflect poorly on the individual Resident. Withholding such information may subject the Resident to disciplinary action including, but not limited to, dismissal from the program.

- S) Each trainee is required to use his/her <mlhs.org> email address during his/her training period. The MLHS email address will be used to disseminate information to trainees and will be used to disseminate evaluation forms which must be completed by each trainee.

### **3. Clinical Experience and Education** (formerly Duty Hours)

The Resident's hours of clinical responsibility are set forth by his/her Residency Program Director in compliance with currently applicable standards as promulgated by the program's accrediting body. As such, duty hours, including any applicable policies and procedures, will be reviewed at the Resident's departmental orientation. Hospital guidelines, for all programs, are set forth in the GME Policy #200, *Exhibit "A"*, and incorporated herein by reference.

Each training program is required to have a written, program-specific policy and procedure regarding clinical experience and education, moonlighting, supervision and care transitions policy. Residents are fully entitled to a copy of their program-specific duty hours policy/procedure and may obtain same from their respective programs or from the Graduate Medical Education (GME) Office.

Duty hours will be monitored via the Hospital-wide, duty hours recording instrument available in *New Innovations*, a GME-specific software as specified by each training program throughout the academic year. Residents are required to complete their personal duty hour assessments as requested on a weekly basis.

No Resident is ever required to continue duty responsibilities or to provide extra hours of service at the hospital, via moonlighting or other arrangements, beyond the regular and accepted duty hours assignments and duty hours regulations currently in effect.

### **4. Hospital's Duties and Responsibilities**

The Hospital agrees:

- A) To provide a suitable and safe environment for the educational experiences in the Resident's specialty area; and,
- B) To provide a training program, with appropriately credentialed faculty, that meets the current standards of the ACGME/CPME/SSO/TFC/ALA as promulgated; and,
- C) To work, in good faith, with each Resident to obtain appropriate training/unrestricted licensure, medical malpractice and visa, and, where necessary, assume the costs of such items as may be required by federal/state or local mandate; and,
- D) To provide appropriate, formative and summative evaluation and feedback to the resident at intervals prescribed by the ACGME/CPME/SSO/TFC/ALA or more frequently. Further, the Hospital is responsible to provide a copy of written evaluation(s) to the resident and to allow the resident the opportunity to comment upon and/or to rebut evaluation documentation which he/she perceives to be inaccurate or misstated; and,

- E) To provide the resident an opportunity to review his/her file or portfolio with his/her PD or APD or an appropriate designee providing the resident has requested to do so in writing or per programmatic policy and with appropriate notice to the PD; and,
- F) To provide a plan of remediation to any resident who, in the opinion of the PD, the clinical competency committee and other teaching faculty, has identified performance weaknesses that require remediation in order to achieve established clinical standards of performance for any postgraduate year of training; and,
- G) To provide core curriculum offerings (curriculum appropriate for all trainees or trainees within a given program) throughout the academic year, as appropriate, and to provide adequate opportunity for residents to attend or obtain materials from these requisite educational events; and,
- H) To provide an environment that supports educational achievement, acceptable performance and physical, mental and emotional wellness, without undue fatigue and burdensome clinical responsibilities (Resident Wellness), in concert with the Hospital mission and ACGME/CPME/SSO/TFC/ALA mandates; and,
- I) To promote resident participation in training program operations, participation in pertinent Medical Staff Committees, participation in patient safety and quality improvement projects at a program-specific and/or institutional level and to give all residents a voice in Graduate Medical Education affairs via the Residents' Forum and via the peer-elected House Staff Officers who represent the collective body of residents and fellows in its entirety.

## 5. Compensation and Benefits

### A) Salary

For the period set forth herein, the Resident's annual salary will be \$ \_\_\_\_\_.

Residents will be paid in accordance with his/her level of training licensure, regardless of their length of tenure in a training program.

### B) Paid and Unpaid Time

The resident shall be entitled to paid and unpaid time off duty in accordance with the Hospital and program policies. A grid outlining paid and unpaid time, set forth as **Exhibit "B"**, is incorporated herein by reference.

The Hospital cannot pay a Resident(s) who has not begun training due to lack of a valid, current training license (or unrestricted license as required), Visa/EAD card. Similarly, Residents will not be paid until all I-9 requirements have been duly satisfied per Federal law.

Paid and unpaid time is tracked in each training program and cannot violate mandates regarding

time off (whether paid or unpaid) for board eligibility at the completion of training. Unforeseen or unusual circumstances for an extended leave are handled by the PD with the GME Office on a case-by-case basis.

Time away from training, outside established norms, may require the Resident to complete additional training, with or without salary, in order to complete the mandates of the training program and/or the certifying board. The resident is made aware of any additional required training as soon as a decision is made.

### **C) On-Call Accommodations, Meals and Laundry Service**

The Resident will be assigned to an on-call room as dictated by his/her duty assignment schedule. On-call rooms may, of necessity, be shared by a colleague of the same gender. Meal allowances are provided, within the dollar limits approved by the Hospital in any fiscal year, for Residents who are required to remain in the Hospital to perform on-call clinical activities as dictated by their clinical assignment schedule. On-call meal entitlements may vary from night float or other assignments of clinical responsibility (if/when called in from home, etc.)

In instances when access to the cafeteria is not readily available, provisions will be made to supply healthy food and beverages, in a secure location, to the on-call Residents. The training program will inform their trainees of the location of available food and beverages during the time of cafeteria closure.

Residents on night float are generally not considered to be on-call unless the circumstances of the training program dictate differently. In such cases, meals may be provided by agreement of the program and the GME Office.

Laundry of Hospital-provided lab coats is provided at no cost to each Resident. The training program will inform their trainees of the location(s) for drop off and pick up of lab coats. If extenuating circumstances prevent the resident from accessing laundry services, appropriate reimbursement of reasonable costs will be made to the Resident for the laundering of his/her lab coat(s). If lab coats are lost by the laundry service, the Resident is responsible for reporting the loss to the GME Office. The GME Office will order/issue new replacement lab coats.

### **D) Leave of Absence**

Any leave of absence shall be governed by ACGME/CPME/SSO/TFC/ALA standards and the rules/regulations for Board eligibility for each medical/surgical training program, policies of each Residency Program, MLH institutional policies and procedures and applicable Federal and Pennsylvania laws. The Resident and the PD share an affirmative responsibility to work in concert with the Human Resources Department of the Hospital and the GME Office to ensure compliance with appropriate policy. Leaves of absence outside established norms may require the Resident to complete additional training, with or without salary, in order to complete the mandates of the training program and the certifying board. The trainee is made aware of any additional training required as soon as possible.

## 6. Insurance

### A) Professional Liability Insurance

The Hospital shall provide the Resident with claims made liability insurance coverage with limits consistent with the requirement of Pennsylvania law and regulations, and shall pay any surcharge related to participation in the Pennsylvania MCARE Fund. Professional liability coverage cannot be obtained without a valid, current medical training license (or unrestricted license, as required), Visa, and EAD card (if applicable). A copy of the professional liability insurance face sheet, detailing the coverage limits, is available to the Resident via his training program or the GME Office.

Liability coverage includes legal defense and protection against awards from claims reported or filed after the completion of the program if the alleged acts or omissions of the residents are within the scope of the program. **Coverage is provided only for the Resident's professional responsibilities performed at the Hospital or as otherwise authorized at its approved affiliates, and only while the Resident is acting within the scope of the Hospital's postgraduate training program.** No work outside the scope of the Resident's responsibilities at Main Line Health hospitals or at any site not approved as part of the Resident's curriculum shall be covered for Professional Liability.

**Moonlighting**, if approved via a trainee's Program Director, is **not covered** by the trainee's professional liability insurance.

Failure to cooperate with the Hospital in accordance with section 2 (E) above may result in denial of coverage, at the Hospital's sole discretion. Upon termination of the Agreement, the employer (Hospital) shall provide, at its sole expense, extended reporting ("tail") coverage if the professional liability policy is a claims made policy.

### B) Personal Health and Disability Insurance

The Hospital will provide medical insurance coverage, a dental and vision plan and group disability insurance for the Resident. The Resident's spouse and eligible dependents are also provided medical insurance coverage. Such plans are subject to the terms and conditions of applicable Main Line Health employee benefit policies in effect from time to time. Personal health insurance coverage begins on the first day of actual training in the residency/fellowship, with no waiting period for coverage eligibility for the Resident or his/her family. The first date of personal health insurance coverage coincides with the Resident Contract start date. The Hospital offers medical and disability insurance coverage as an out of pocket expense if a trainee should require health and disability insurance on the first day of orientation/before the contract start date.

A trainee has one month to add an eligible dependent to his/her insurance plan as provided by Main Line Health. After a one month window of opportunity, Main Line Health has no mechanism to provide personal health insurance to an eligible dependent. It is imperative that major life changes (marriage, divorce, child birth or adoption, etc.) in health insurance coverage be reported to the benefits coordinator within the one month window of opportunity. If this does not occur per



policy a trainee may add a dependent at the time of employee open enrollment each year.

In addition, Residents have full entitlement to the MLH Workers' Compensation Program (work-related illness or injury) and Employee Assistance Program (EAP) as may be in effect from time to time.

## 7. Performance Reviews and Remediation

In order to ensure satisfactory performance and progress, the Resident will receive periodic performance evaluations as required by his/her respective Residency Program and in compliance with applicable ACGME/CPME/SSO/TFC/ALA standards in effect from time to time. Performance reviews may occur more times than required by respective training standards, but may never be less than required by respective training standards.

Formative and summative evaluations will be provided to the resident at prescribed intervals in order to assess and document the resident's performance capabilities. Remediation plans will be instituted for residents who, in the opinion of the PD, the clinical competency committee (CCC) and other teaching faculty, are not performing up to expected standards for their level of postgraduate training.

Please see *Guidelines for Trainee Evaluation, Promotion and Dismissal - IGME Policy #111 and IGME Performance Improvement Plans - Policy #304* for specific details regarding performance evaluations and remediation. Policies may be obtained from any Program Director/Manager/Coordinator or the GME Office.

## 8. Discipline, Suspension, and Termination

The parties have entered into this Agreement in good faith and acknowledge their respective ethical and legal obligations to fulfill its terms and conditions. The parties recognize, however, that under certain circumstances it may be necessary or advisable for the Hospital to discipline a Resident. Discipline includes, but is not necessarily limited to, warnings, suspension and termination of the Resident's appointment. It is mutually recognized that discipline, in any form, can threaten a Resident's career development.

Conduct, in addition to behaviors listed in the Human Resource Policy and Procedure *Standards of Conduct* (See Reference Table for the location of Human Resources Policy), which may be subject to discipline (up to and including termination) includes, but is not limited to:

- A) Violation of the terms of this Agreement or the Hospital's policies governing or relating to residents or fellows as employees; and,
- B) Any habits or addictions to substances that might impair judgment and/or interfere with the performance of the Resident's assigned duties; and,
- C) Failure to comply with Hospital and Program policies, procedures, rules and regulations; and,

- D) Failure to meet the respective Residency Program's standards of performance for patient care and/or academic achievement, competency, milestones achievement and development including;
- Poor or incompetent clinical performance; and,
  - Professional misconduct; and,
  - Continued poor clinical competency evaluations in any of the six general competency dimensions of Patient Care, Medical Knowledge, Practice-Based Learning and Improvement, Interpersonal and Communication Skills, Professionalism, Systems Based Practice and Procedural Attainments; and,
- E) Conduct that endangers patients or others or disrupts the operations of the Residency Program or Department or any other unit of the Hospital; and,
- F) Consistent disregard for the policies and procedures governing the completion of Medical Records; and,
- G) Failure to complete necessary examinations within a prescribed timeframe.

Attached as *Exhibit "C"* is the "*Due Process and Grievance Protocol*" for Residents, which includes the procedures by which the Resident will be afforded an opportunity to appeal a decision to terminate his/her appointment or non-promotion and/or to adjudicate complaints regarding his/her work environment, program or faculty.

## 9. Harassment Policy

Any complaints by or against a Resident involving a claim of any form of harassment or exploitation shall be addressed in accordance with the Hospital's Policy and Procedure regarding Sexual Harassment, attached herein as *Exhibit "D"*. Bryn Mawr Hospital and Lankenau Medical Center, as sponsors of MLH graduate medical education training programs, have zero tolerance for any acts of harassment.

It must be noted that claims of harassment or exploitation are regarded as serious offenses to physician professionalism and may lead to discipline, suspension, probation or termination.

## 10. Impaired Resident Physicians

The Resident shall be subject to the Hospital's "Impaired Resident Physician" (*IGME Policy #303*) attached hereto as *Exhibit "E"*, as modified from time to time.

The Resident is also subject to the Hospital's "*Drug Screening and Criminal Background Check*" - *IGME #302*. (See Reference Table for the location of *IGME #302, Drug Screening and Criminal Background Check*). The Resident is also subject to MLH's Policy, *Tobacco and Nicotine use Impact on Employment*.

The Resident shall be entitled to participate in the Hospital's Employee Assistance Program (EAP) as further described in the Main Line Health policy "*Employee Assistance Program*" and attached hereto as *Exhibit "F"*.

The Hospital and the training program pledge to assist the Resident with any and all issues of impairment so as to restore and sustain the Resident's complete wellness. Depending on the circumstances at hand, the Hospital, in concert with the Resident, may use internal and external resources to accomplish this end.

## **11. Residency Closure/Reduction**

The Resident is subject to the *Residency Closure/Reduction* policy statement set forth as (IGME Policy #107) *Exhibit "G"* and attached herein.

## **12. Support in the Event of a Disaster, Emergency, Interruption of Patient Care and/or Hospital Operations**

The Hospital, as the Sponsoring Institution, for each graduate medical education training program pledges to support and to assist, to the extent possible, each trainee in the event of a natural or man-made disaster.

In the event of an emergency, the trainee may be required to provide patient care outside the scope of their training program with appropriate supervision.

If disaster conditions are so extraordinary that continuation of graduate medical education programs is prohibited, the Hospital and the GME Office pledges an affirmative obligation to each trainee to: assist in the recovery of all pertinent training files, to inform the trainee of intended courses of action to stabilize and recover the operations of each training program, to inform the trainee of the closure or possible closure of the training program and, as necessary, to assist the trainee in finding another training program in which to complete his/her graduate medical education.

## **13. Restrictive Covenant**

Nothing in this agreement shall prevent the Resident from terminating his/her agreement with the Hospital/program at the end of the agreement (contract) term and from securing training at another program. Further, nothing in this agreement (contract) shall prevent the Resident from securing employment outside of Main Line Hospitals, Inc. No Resident shall be asked or required to sign a non-competition guarantee upon completing his/her training program or upon leaving the Hospital/training program.

## **14. Employment Status**

The Resident shall be considered an employee of the Hospital for purposes of tax and other withholdings and all other purposes. The Resident understands and agrees, however, that his/her appointment hereunder confers on him/her a status substantially different from that of other Hospital employees by virtue of the educational purpose of this Agreement. Thus, this Agreement, together with the Hospital's policies and procedures governing or relating to residents or fellows, sets forth all the terms, conditions and benefits of Resident's employment. The Hospital's Employee Manual and the Main Line Health Human Resources Standard Practices and Procedures shall be applicable to the Resident only as specifically incorporated by reference herein or as made applicable by Federal and State law.

## **15. Release of Information**

The Resident understands and agrees that if the Hospital is required to provide information about his/her residency as a reference or as required by accrediting body standards, the Hospital will provide such information to the requesting organization or institution. The Resident hereby authorizes the Hospital to release such information.

In the event that a Resident's file contains sensitive information, the Resident will be required to sign an additional Release of Information form.

## **16. Compliance with Accreditation Requirements**

The Agreement shall be construed and interpreted in a manner which will enable the Hospital to comply with the rules, regulations and standards, as modified from time to time, of relevant ACGME/CPME/SSO/TFC/ALA, and the applicable rules, regulations and standards of TJC and other Federal and State regulatory bodies.

## 17. Integration

This Agreement supersedes any and all prior understandings and agreements, oral and written, between the parties and may be changed only in writing when signed by both parties.

IN WITNESS WHEREOF, the parties have in good faith, intending to be legally bound, executed the Agreement as of the date set forth below.

### MAIN LINE HEALTH RESIDENT or FELLOW

By: \_\_\_\_\_  
Resident/Fellow printed name here

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Resident/Fellow Signature

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sharon Iannucci, System Manager  
Associate Designated Institutional Official  
Graduate Medical Education  
Main Line Health  
Lankenau Medical Center  
Bryn Mawr Hospital

**ADDENDUM FOR PODIATRIC MEDICINE AND SURGICAL  
RESIDENCY ONLY**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**David Bernstein, D.P.M.**  
**PMSR/RRA - Program Director**

## Resident Contract Exhibit Table FY 22

**The following Exhibits are appended to each Resident/Fellow Contract.**

**“A” *Clinical Experience and Education – Institutional GME Policy #200***

**Location:** (a) Appended to each Resident contract  
(b) Available in the GME office

**“B” *Paid and Unpaid Time Off***

A synopsis of paid and unpaid time off is attached to each Resident Contract.

For specific details and location of the Human Resource policies regarding: Bereavement Leave, Disability, Jury Duty and Leave of Absence (including Family Medical Leave), see the **Resident Contract Reference Table also attached to each Resident Contract.**

**“C” *Due Process and Grievance Appeal***

**Location:** (a) Appended to each Resident Contract;  
(b) Available in the GME Office

**“D” *Sexual Harassment – HR Policy***

**Location:** (a) Appended to each Resident Contract;  
(b) MLHS Wellspring page: Policies & Procedures: Human Resources

**“E” *Impaired Resident Physicians***

Institutional GME Policy & Procedure # 303

**Location:** (a) Appended to each Resident Contract;  
(b) Available in the GME office

**“F” *Employee Assistance Program***

**Location:** (a) Appended to each Resident Contract; and  
(b) MLHS Wellspring page: Policies and Procedures: Human Resources

**“G” *Residency Closure/Reduction***

Institutional GME Policy & Procedure # 107

**Location:** (a) Appended to each Resident Contract; and,  
(b) Available in the GME Office

**EXHIBIT \*A\***  
**Main Line Health**  
**Graduate Medical Education**  
Institutional Policy and Procedure

**Clinical Experience and Education**  
**(Formerly noted as: Duty Hours)**  
**Fatigue Management and Mitigation**

Policy # 200.00

**Purpose:**

This policy and procedure delineates the mechanisms for MLH-GME to oversee: Programs, in partnership with Main Line Health (MLH) must design an effective program structure that is configured to provide residents with educational and clinical experience opportunities, as well as reasonable opportunities for rest and personal well-being. MLH must oversee: Resident duty hours consistent with the Common and specialty/subspecialty-specific Program Requirements across all programs, addressing areas of non-compliance in a timely manner. MLH must oversee systems of care and learning and working environments that facilitate fatigue management and mitigation for residents and MLH must oversee an educational program for residents and core faculty members in fatigue management and mitigation.

**Policy:**

It is the policy of MLH that **each graduate medical education program** will establish a formal policy governing resident clinical experience and education (formerly called duty hours) that is in compliance with the requirements of the Accreditation Council for Graduate Medical Education (ACGME), the Society for Surgical Oncology (SSO), the Council on Podiatric Medical Education (CPME), and The Fellowship Council (TFC). **The policy must be written and must be provided to each resident.**

It is the policy of MLH that duty hours will be monitored, at reasonable intervals, during the academic year. A monitoring schedule is appended hereto and may be amended from time to time as recommended by the DIO and/or the GMEC. Please see **Attachment “A”** for the current schedule.

**Procedure:**

**Program Policy Formation and Distribution**

1. **Each program shall develop a formal, written policy that describes resident duty hours.** This policy should include a mechanism whereby a resident who feels that fatigue is interfering with her/his ability to safely perform her/his duties can obtain assistance and/or be relieved of his/her patient care responsibilities.
2. The policy must comply with the requirements of the CPME/SSO/ACGME/TFC/ALA. Duty hour mandates may vary by specialty; thus, it is imperative to know the mandates for one’s specific specialty. At a minimum, institutional and programmatic policy will adhere to the following duty hours mandates:
3. Each resident must be provided a copy of his/her programmatic policy on clinical experience and education (duty hours).



### **General rules:**

1. No more than 80 hours per week, averaged over a four-week period (no change from prior rule).
2. The 80 hours must include all in-house clinical and educational activities, clinical work done from home, & all moonlighting.
3. No resident shall be required to moonlight or perform service obligations within his/her program or within his/her home institution.
4. No resident shall be placed in a situation where assistance with clinical duties, by an attending physician, is not available to him/her in a timely manner (indirect supervision with direct supervision available).
5. No resident is required to continue his/her clinical duties when he/she has reported to his/her Program Director or designee concerns of extreme fatigue, illness or other circumstances which may compromise his/her ability to provide safe, effective patient care.
6. All residents must be scheduled for a minimum of one in seven days free of clinical work and required education when averaged over four weeks. At home call cannot be assigned **on these free days**.
7. Clinical and educational work periods for residents must not exceed 24 hours of continuous scheduled clinical assignments.
8. Up to 4 hours of additional hours may be used for activities related to patient safety such as providing effective transitions of care and/or resident education, but the 4 hours cannot be used to be assigned additional patient care responsibilities or to staff continuity clinic.
9. Alertness management strategies are to be employed and naps considered for trainees on 24-hour duty periods.
10. Residents must have at least 8 hours off between scheduled clinical work and education periods.
11. Residents must have at least 14 hours free of clinical work and education after 24 hours of in-house call.
12. Residents may not be scheduled for in-house call greater than every third night when averaged over a 4-week period.

### **Special circumstances:**

1. Residents, on their own initiative, may remain in the hospital beyond their scheduled duty hours to: provide care to a single patient when the patient requires added continuity of care due to being severely ill or being unstable.
2. Residents may also remain beyond their duty hours due to the academic importance of events that are transpiring for the patient or for humanistic attention to the needs of the patient or family.
3. Residents may remain to attend a unique educational event.
4. Residents must document the reasons for remaining beyond scheduled duty hours to care for the single patient and must submit the documentation to their Program Director.

5. Residents staying beyond scheduled duty hours must hand over all other patients to the next team responsible for the care of these patients.
6. Time spent by residents in internal and external moonlighting (as defined in the ACGME Glossary of Terms) must be counted toward the 80-hour maximum weekly limit.
7. Residents are permitted to return to the hospital while on at-home call to provide direct care for new or established patients. These hours of inpatient care must be included in the 80-hour maximum weekly limit.
8. Night float must occur within the context of the 80-hour and one-day-off-in-seven requirements.
9. Time spent on patient care activities by residents on at-home call must count toward the 80-hour maximum weekly limit. The frequency of at-home call is not subject to every-third-night limitation, but must satisfy the requirement for one day in seven free of clinical work and education, when averaged over four weeks.
10. The above-referenced notes are not all inclusive. The new Common Program Requirements also lists “must do’s” for:
  - Professionalism;
  - Personal responsibility;
  - Patient safety;
  - Transitions of care;
  - Alertness management;
  - Supervision of residents;
  - Clinical responsibilities; and,
  - Teamwork.
11. Each program must have statements in the program specific policy that outlines the procedure by which a resident may “hand-off” assigned duties if fatigued or impaired. All resident must be instructed in this procedure.
12. MLH provides sleep facilities and vouchers for transportation home for any fatigued or impaired resident.
13. On at least an annual basis, MLH provides both residents (GME core curriculum) and faculty (faculty development) educational programs on wellness promotion, mitigation of fatigue and recognition fatigue and impairment in oneself as well as colleagues. The programs teach residents to use fatigue mitigation processes to manage the potential negative effects of fatigue on patient care and learning.
14. Further reading on these topics can be found on the ACGME web site at [www.acgme.org](http://www.acgme.org).
15. MLH does not permit programs to submit for 88 hour clinical and educational work hour exception.

### **Program Monitoring**

1. Each program will monitor their respective duty hours in concert with the schedule shown in Appendix “A”. This schedule may be amended as discussed above.
2. A standardized duty hour monitoring tool will be used to capture duty hours. It is mandatory that each resident/fellow enter his/her own duty hours via *New Innovations*. Residents are strongly encouraged to enter duty hours each day; however, duty hours just be entered every seven (7) days.

Duty hour reports can be run at any time using the *New Innovations* software. Changes to the duty hour standards (as may be made from time to time) will be reflected in the *New Innovations* software.

Managers and Program Directors are to scan duty hours entered by their residents on a regular basis to watch for inconsistencies or irregularities which do not match with programmatic schedules. All residents must report the duty hours simultaneously in the month assigned. If this does not occur, all residents must repeat the tallying the following month.

3. Duty hours reports, printed from New Innovations, are due to the GME Office no later than one week prior to the GMEC meeting for inclusion in the meeting packet.
4. The Program Director or designee will present the duty hours report to the GMEC. Presenters(s) should be prepared to discuss any violations to the duty hours and proposed action plans to eliminate further violations.
5. Programs must keep original duty hours data (captured via *New Innovations*) until the time of their next on-site accreditation survey.
6. Monitoring frequency may be increased by the DIO and/or the GMEC if duty hours violations are numerous or frequent or if violations are not sufficiently addressed by the Program Director.

<b>Training Program</b>	<b>Monitoring Frequency</b>
<b>All Residency Programs</b>	<b>3 times per academic year*</b>
<b>All Fellowship Programs</b>	<b>1 time per academic year*</b>
<b>*frequency may increase at the discretion of the DIO or GMEC</b>	

Policy # 200

GMEC Approval and Revision Dates: 5.19.2020

November 29, 2017

## Resident Contract FY 22 - Exhibit "B"

### Synopsis of Paid and Unpaid Time

TYPE	# DAYS	CUMULATIVE (from year to year)	PAID	UNPAID	COMMENTS
<b>Vacation</b>					
PGY 1	10	No	X		Requests approved and vacation tracked per Program policy.
PGY 2 and up	15	No	X		* Partial time may be carried over from one year to the next by special request of the Program Director to the GMEC if <b>extraordinary</b> circumstances warrant.
<b>Holidays</b>	6	No	X		Holiday coverage is determined by the Program Director and based on educational requisites and patient care needs.
<b>Personal Days</b>	5	No	X		Available for personal, unforeseen emergencies or as permissible by programmatic policy.
<b>Conference Days</b>	3-5	No	X		Per program policy
<b>Jury Duty</b>	Varies	No	X		Approved per Program Director
<b>Bereavement</b>	Varies	No	X		Paid days vary according to the nature of the loss. Check HR policy on the Wellspring page for most current information.
<b>Sick Days</b>	Accrues at one day per month	No	X		Time off available for personal illness. Paid up to amount accrued. Resident must follow program protocol regarding call outs due to illness. Resident may be asked for physician's note. Days tracked per program policy.
<b>FMLA</b>	12 work- weeks	No		X	Please contact the GME Office-for HR representative information Family & Medical Leave Act (FMLA) available as unpaid time up to FMLA limits.
<b>Leave of Absence</b>	n/a	No		X	Please contact your Program Director and the GME Office

**\*\*\*PLEASE READ THIS IMPORTANT NOTE:\*\*\***

The Program Director or designee is responsible for approving and tracking paid/unpaid time off. Each PD MUST ensure that time granted meets accreditation standards and/or applicable Board certification requirements which supercede Hospital policy if a discrepancy arises. When total aggregate time off exceeds the boards requirements, the time in excess of those requirements may need to be made up to achieve educational or certification standards. Time may be made up with or without further remuneration to the Resident. The PD or designee maintains final approval of all requests for time off, except for request of carryover of partial vacation time due to extraordinary circumstances which must be approved by MLH GMEC.

The PD has an affirmative obligation to provide a written policy regarding the impact of time off which is outside the norm, outside the programmatic policy and outside the requirements for Board certification. The Resident has an affirmative obligation to know & follow programmatic policy and the requirements for Board certification regarding requests for changes to and implementation of each type of paid or unpaid time off.

Human Resource (HR) policies may be accessed via the MLHS Wellspring page. Institutional GME policies may be accessed in the GME office.

**DUE PROCESS  
and  
GRIEVANCE PROTOCOL**

**A. DEFINITIONS**

**1) DUE PROCESS:**

Due process refers to a series of events designed to provide fair, reasonable and balanced adjudication of serious issues which may arise between a Resident and his/her program. Such issues include, but are not limited to, decisions on appointment and reappointment including non-renewal of the residency training agreement and failure to promote to the next level of training. Due process is not available to a Resident under the following circumstances:

- a) suspension due to Medical Records delinquencies;
- b) failure of a drug or nicotine screen;
- c) documented criminal behavior;
- d) evidence of egregious misconduct and/or behavior; and
- e) any issue to be adjudicated through the grievance process.

**2) GRIEVANCE:**

The grievance process refers to one or more meetings between the Designated Institutional Official (DIO) and a Resident for the purpose of providing fair, reasonable and balanced adjudication of less serious issues which may arise between a Resident and his/her program. Such issues include, but are not limited to, the development and implementation of a Performance Improvement Plan (PIP) including, salary issues, requests for time off or leave, perceived schedule inequities, etc. The DIO may at his/her sole discretion invite others to attend or participate in grievance meetings. When the DIO feels that all due diligence is complete with regard to the grievance, he/she will issue a written determination to the Resident. The decision of the DIO is final and binding.

<b>DUE PROCESS</b>
--------------------

**B. Decision(s) regarding Residency Appointment, Reappointment including Dismissal, Non-renewal and Failure to Promote to the next level of training**

1. Each resident (as defined in the Resident's Contract to include all postdoctoral trainees) will be evaluated at defined intervals as deemed necessary by the resident's Program Director and as required by ACGME/CPME/TFC/SSO/ALA\* and any other applicable standards. The resident will be formally evaluated by the Program Director approximately every six months at a minimum.

2. At a minimum, each resident must be given the opportunity to read and sign his/her semi-annual evaluation(s) after discussion with the Program Director. Signing an evaluation, does not necessarily connote that the Resident agrees with the evaluation. Signature connotes that the Resident has read the evaluation.
3. If a Resident does not agree with an evaluation(s) he/she may submit a rebuttal, in writing, to his/her Program Director. The rebuttal will be acknowledged, via verbal or written communication, by the Program Director and placed in the Resident's file.
4. The Program Director will meet with and will discuss the Resident's performance review, his/her rebuttal and will outline expectations and areas for improvement as appropriate.
5. In the event that the Resident's performance, in one or more areas of competency, is unsatisfactory, the Resident's Program Director will counsel the Resident on those areas of unsatisfactory performance and the Program Director's expectations for improvement. The formation of a plan of remediation, when applicable, will be developed and documented on a standardized Resident Performance Improvement Plan (PIP) and maintained by the Program Director and the Resident. A copy of the PIP must be forwarded to the Office of Graduate Medical Education.
6. Performance Improvement Plans may be continued for a reasonable period of time as determined by the Program Director. In all cases, remediation shall always be the first remedy for poor performance. Remediation activities should continue until performance issues are resolved or until the Program Director feels that continued remediation is futile. Remediation may take place with or without a further disciplinary action overlay.
7. Failure by the Resident to satisfactorily improve his/her performance, as required by the Program Director, may affect the Resident's continuation in the training program or reappointment to a subsequent academic year, or may result in the resident being placed on a Performance Improvement Plan ("PIP") as outlined in Paragraph 8 below. The Program Director will clearly inform the Resident, in writing and in a timely fashion, of the possible consequences of continued unsatisfactory performance, including dismissal, non-renewal of his/her agreement (contract), and/or non-promotion to the next level of training.
8. In the case of continued unsatisfactory performance review(s) or an egregious incident, the Resident may be placed on PIP with the prior approval of the Designated Institutional Official (DIO). The length of the PIP and the educational goals/competencies/behaviors required of the Resident to end his/her PIP shall be determined, in writing, by the Program Director based upon the circumstances of the situation. The Program Director will receive performance updates from relevant faculty and will complete his/her own status updates while the Resident is on the PIP. He/she will closely monitor and document the Resident's progress and will retain full responsibility for the oversight of the PIP. The Program Director will inform the Resident of his/her progress no less than once per month. The Office of Graduate Medical Education will be informed of the placement of the Resident on the PIP if/when such action should occur and will be updated from time to time as deemed appropriate by the Program Director.

9. Counseling and testing may be available to the Resident if determined to be necessary by the Program Director. The Program Director must discuss testing options with the DIO and the Resident before making arrangements to pursue them. The Resident must agree to counseling and/or testing before such action(s) may commence.

13. The MLH GMEC sub-committee will be appointed by the DIO and will consist of the following members:

- a) the GMEC Chairperson;
- b) the Director for Medical Education or Senior System Manager for the Office of Graduate Medical Education;
- c) an elected House Officer (from a training program other than that of the Resident for whom the recommendation is being brought forth) unless, in the sole opinion of the DIO, circumstances exist that preclude a House Officer from hearing and acting on information of a sensitive nature; and,
- d) two (2) additional Program Directors who are active GMEC members.

14. If the Program Director recommends (a) immediate dismissal from the training program, (b) non-promotion to the next, progressive level of training or (c) non-renewal of the residency training agreement to the GMEC sub-committee, the Program Director will summarize his/her rationale for the recommendation and the actions taken to date and will provide copies of remediation plans, any PIPs, continued evaluations and re-evaluations as necessary and appropriate to educate the GMEC sub-committee regarding the facts of the case.

15. In response to the Program Director's presentation and the concurrence of the GMEC Sub-committee, the Resident recommended for (a) immediate dismissal from the training program, (b) non-promotion to the next, progressive level of training or (c) non-renewal of the residency training agreement will receive timely written notice of the Sub-committee's decision to support or reverse the recommendation of the Program Director. Non-renewal or non-promotion notice will be given in concert with ACGME/CPME/SSO/TFC/ALA and any other applicable regulations regarding timeliness of such actions unless extraordinary or egregious circumstances exist.

### **First Level Appeal: Due Process Protocol**

16. A Resident who receives written notice of: (a) immediate dismissal from the training program, (b) non-promotion to the next, progressive level of training or (c) non-renewal of the residency training agreement may exercise his/her rights to implement the Due Process Protocol for Residents. The Resident must exercise his/her right to due process and/or grievance protocol **within 10 working days from receipt of notice of the adverse recommendation.** The Resident has an affirmative obligation to notify his/her Program Director, in writing, and within the prescribed time frame, that he/she intends to invoke his/her due process protocol rights.

17. The Program Director has an affirmative obligation to notify the GMEC Chairperson and/or the Hospital DIO and the Office of Graduate Medical Education that a Resident has

invoked his/her rights under the due process protocol in five (5) working days after receipt of such notice from the Resident.

18. The GMEC Chairperson will call a First Level Appeal meeting of the GMEC within **fifteen (15) working days** from the date of receipt of notice that a resident has invoked due process, to allow the Resident to present his/her facts in the case or to rebut any materials or testimony presented by the Program Director.

19. The Resident may, upon notification of the First Level Appeal meeting, elect to choose an advocate from the active Medical Staff of the Main Line Health System to assist him/her in the presentation of his/her rebuttal of the Program Director's recommendation as presented to the GMEC Sub-committee.

20. The Resident may waive his/her right to present at the First Level Appeal meeting. In such an occurrence, the majority vote of the GMEC regarding the Program Director's recommendation for (a) immediate dismissal from the training program, (b) non-promotion to the next, progressive level of training or (c) non-renewal of the residency training agreement becomes final.

21. If the Resident chooses to attend and present at the First Level Appeal meeting, the Program Director must be in attendance at this meeting and a quorum will be considered in effect if a majority of the GMEC voting members are in attendance. If the Program Director is unavailable, he/she must choose a designee to present his/her recommendation at the First Level Appeal. Elected officers of the House Staff organization, GME Program Managers and Coordinators will not attend the First Level Appeal. The First Level Appeal meeting will be chaired by the GMEC Chairperson or his/her designee. Each party shall provide the other with any materials submitted to the GMEC at least seven (7) working days prior to the date of the First Level Appeal meeting. A member of the Office of Graduate Medical Education may be present at the First Level Appeal to record the proceedings and to assist both parties with miscellaneous duties as may arise during the First Level Appeal. No other representation, legal or otherwise, is permitted.

22. After hearing the presentations and reviewing the documentation provided by both the Program Director (or designee) and the Resident, the GMEC will deliberate and reach a decision to accept or reject the recommendation of the Program Director. Both the Resident and all leadership of the training program will be dismissed prior to deliberation and decision-making activity. The GMEC's decision to accept or reject the Program Director's recommendation and the basis for its determination will be communicated by the GMEC Chairperson or designee, in writing, to the Program Director and the Resident within ten (10) working days.

### **Ad Hoc Education Panel - Final Appeal**

23. If the MLH GMEC has accepted the recommendation of the Program Director during the First Level Appeal process, the Resident will have **twenty (20) working days from the receipt of notification of that decision to submit a Final Appeal** to the Ad Hoc Education Panel (the Panel) consisting of three (3) individuals appointed by the GMEC Chairperson with input from



GMEC members. The members of the Panel shall not be members of the GMEC and shall constitute the full membership of the Panel. Ad Hoc Education Panel appointees will be chosen based on their commitment to Graduate Medical Education and their history of excellence in teaching and mentoring Residents. The Panel may elect one member to serve as the Chairperson of the Panel.

24. If the Resident appeals to the Ad Hoc Education Panel, the Resident may choose an advocate from the Main Line Health active Medical Staff to represent him/her before the Panel. Likewise, the Program Director may also select an advocate from the active Medical Staff. A member of the Office of Graduate Medical Education may be present at the Final Appeal to record the proceedings and to assist all parties with miscellaneous duties as may arise during the Final Appeal. No other representation, legal or otherwise, is permitted.

25. The Ad Hoc Education Hearing Panel will conduct an informal hearing with no cross-examination permitted. Each party shall provide the other with any materials submitted during the First Level Appeal ten (10) working days before the date of the Final Appeal. Both the Resident and the Program Director may add materials to the Final Appeal packet provided to the Panel; however, no materials (provided during the First Level Appeal) may be removed.

26. After hearing the presentations of the Program Director, the Resident and the Medical Staff Advocate(s) and reviewing all written documentation submitted by both parties, the Panel will deliberate. Only the Panel members may be present during deliberations.

27. A majority vote of the Panel shall affirm or reverse the decision of the GMEC during the First Level Appeal. The Panel will render its decision within fifteen (15) working days from the date of the Final Appeal and will communicate the decision and the basis for the decision to both parties, the DIO, the GMEC Chairperson (if different from the DIO) and the Office of Graduate Medical Education.

The decision of the Ad Hoc Education Panel will be considered **final and binding**.

28. If the decision of the Ad Hoc Education Panel is to affirm the decision of the GMEC First Level Appeal, the Program Director, together with the Office of Medical Education, will work to: (a) affect the Resident's smooth departure from the Hospital/training program at the end of his/her existing residency training agreement or at a date certain determined by the circumstances of the case; or, (b) ensure that the Resident is aware of the implications of non-promotion to the next level of training.

29. If the decision of the Ad Hoc Education Panel is to reverse the GMEC's First Level Appeal decision, the Resident will be re-instated in his/her Residency Program and his/her residency training agreement will be appropriately renewed. The Resident may be reinstated or promoted to the next level of training with or without continued remediation, with or without continued probation and/or with or without specific limitations/qualifications as per the findings of the Ad Hoc Education Panel.

## GRIEVANCE PROTOCOL

### C. Procedure in the Event of Grievance

- 1) A Resident may submit any grievance to his/her Program Director, in writing, within **five (5) working days** of the event-giving rise to the grievance.
- 2) The Program Director will, within **five (5) working days**, contact the Designated Institutional Official (DIO) and present the Resident's grievance.
- 3) The DIO will review the grievance and conduct his/her due diligence regarding the issue(s) under consideration. The DIO will render a decision regarding the issue(s) as expressed in the grievance and will notify both the Resident and the Program Director of his/her determination, in writing, within **ten (10) working days** of receiving the grievance. The DIO may consult with, interview or invite any individuals to participate in resolution of the grievance as may be necessary.
- 4) The decision of the DIO is **final and binding** and the Resident shall not have the right to any further review of his/her grievance.

\* ACGME (Accreditation Council for Graduate Medical Education); CPME (Council on Podiatric Medical Education, SSO (Society for Surgical Oncology), TFC (The Fellowship Council), ALA (American Laryngological Association)

#### REFERENCE:

##### ACGME Institutional Regulations

*Reviewed 8/2001; revised 9/2004; reviewed 6/2005; revised 10/2007; 05/2009/reviewed 05/15/11;*

*Reviewed 05-2014-Reviewed 05-2015, 05-2017, 6-2018, 5.19.2019,5.23.2020, reviewed and revised 04.28.2021*

**Main Line Health, Inc. and Main Line Health, Inc. Subsidiaries**

**Working Together to Serve the Community**

**This policy applicable to:**

All Subsidiaries  All Hospitals  
 All Acute Care Hospitals

BMRH  
 Mirmont Treatment Center

**HUMAN RESOURCES POLICIES AND PROCEDURES**

**Policy Name: Sexual Harassment**

**Policy Purpose:** To provide employees of Main Line Health with a work environment free from any type of sexual harassment.

**I. Policy Statement:**

- A. Sexually harassing conduct in the workplace will not be condoned. Such conduct includes but is not limited to:
  - 1. flirtations, touching, advances or propositions of a sexual nature;
  - 2. verbal abuse of a sexual nature;
  - 3. graphic or sexually suggestive verbal or written comments about an individual’s dress or body;
  - 4. sexually degrading words to describe an individual; and
  - 5. the display in the workplace of sexually suggestive objects, materials, or pictures, including nude or sexually oriented photographs or magazines.
- B. Sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature of managerial and/or non-managerial employees constitute sexual harassment when:
  - 1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
  - 2. submission to or rejection of such conduct by an individual is used as the basis for decision regarding employment, performance evaluations, salary or wages, advancement or career development, assigned duties or any other condition of employment; and/or when
  - 3. such conduct has the purpose of effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.
  - 4. Any consensual sexual relationship in which there is a reporting relationship is not permitted. This applies to both direct and indirect reporting relationships

**II. Procedure:**

- A. Any employee who believes the actions or words of a manager, fellow employee, non-employee or patient constitute sexual harassment has a responsibility to report the matter immediately to his/her manager or Human Resources Management and remove themselves from the situation immediately. Serious threats or actions must be reported to the local police by the Security Department and should include the complaining person’s participation. Contacting the local police for minor offenses will be at the discretion of the complaining person.
- B. Human Resources Management will investigate complaints promptly, thoroughly and in as confidential a manner as possible. In all cases, the individual who filed the complaint will be advised of Human Resources Management’s findings and conclusion.
- C. Any employee who is found after investigation to have engaged in sexual harassment of another employee will be subject to disciplinary action, up to and including termination. No employee shall retaliate against another employee who reports Sexual Harassment or assist in the investigation of a Sexual Harassment Claim.

- D. Appropriate action will be taken against non-employees found to have engaged in sexual harassment up to and including termination of their relationship with Main Line Health.
- E. Main Line Health will not tolerate any acts of retaliation against an employee who reports sexual harassment or assists in the investigation of a sexual harassment complaint.

**III. Performed by:**

- A. It is the responsibility of all employees to be aware of Main Line Health's position on conduct that may be construed to be sexual harassment and to refrain from such conduct.
- B. All managers are directly responsible for maintaining and communicating this policy within their respective area of responsibility. It is also each manager's responsibility to take those actions necessary to prevent the occurrence of sexual harassment in his or her area of responsibility.
- C. Human Resources Management will be responsible for the investigation and resolution of all harassment charges.
- D. It is the responsibility of management to communicate Main Line Health's policy on sexual harassment to others associated with the organization, including physicians, volunteers and independent contractors.

Origination Date: March 24, 1994

Revision Date: August, 2019; June, 2018; June, 2016; April 2014; June, 2012; September, 2006; April 20, 2004

Last Review Date: June, 2019; June, 2018; April. 2018; April, 2017; April, 2015; May, 2010; July, 2009; September 2008; January 2001

**FY22 Contract – Exhibit E**  
**Main Line Health**  
**Graduate Medical Education**  
Institutional Policy and Procedure

**IMPAIRED RESIDENT PHYSICIANS**

Policy #303

**Purpose:**

This policy and procedure outlines the process by which an impaired resident may receive assistance with problems of a behavioral, emotional or psychosocial nature.

**Policy:**

It is the policy of Main Line Health (MLH) to promote wellness and good health habits for all residents. Further, it is recognized that the residency can be a stressful time in an individual's life and that MLH has a responsibility to assist and support the resident as required and/or requested within the reasonable limits of the institution's resources. **This policy and procedure will be appended to each Resident Contract as an exhibit.**

**Procedure:**

Anyone may report a resident as being impaired to any Program Director/Assistant or Associate Program Director, faculty member, Designated Institutional Official (DIO), elected House Staff Officer, Human Resources personnel or any individual with responsibility for any aspect of Graduate Medical Education. All reports will be kept confidential and will be thoroughly investigated.

If reported impairment is validated, the resident may be referred to the Physicians' Health Committee (PHC) of the Medical Staff or the Program Director may develop and implement a plan to assist the resident. It is strongly recommended that the resident be referred to the Physicians' Health Committee inasmuch as this committee provides the leadership for handling and resolving physician impairment throughout the institution. The PHC also works with the Commonwealth of Pennsylvania and Pennsylvania Medical Society program(s) for supporting and monitoring physicians who have or have had impairment issues.

A resident may self-refer to his/her Program Director, Assistant or Associate Program Director, any faculty member, the DIO or elected House Staff Officer.

Program Directors and/or Assistant/Associate Program Directors should always be on alert for signs of distress manifested by residents. Program Directors maintain the right to ask and/or to mandate that a resident seek counseling when necessary and appropriate to the health and well-being of the resident, his/her family, colleagues and most importantly, the patients under his/her care. When counseling or other assistance is mandated by the Program Director and refused by the resident, disciplinary actions may be initiated.

Residents must also be vigilant for signs of distress manifested by their colleagues. If a resident suspects his/her colleague to be impaired, he/she has an affirmative obligation to report or discuss his/her observations with his/her Program Director or with the institutional DIO. Signs of impairment and educating the residents about impairment are the joint responsibility of the GME Office and the Program Director. This information is imparted during orientation and reinforced in core curriculum lectures, offered by the GME Office/DIO each year.

While not exhaustive, the following list of behaviors should create a high index of suspicion that a colleague may be impaired:

- Performance issues
- Frequent absence or lateness
- Frequent illness, especially with vague complaints
- Hangovers, tremors, motor restlessness or unusual irritability
- Alienation from peers
- Self-prescribing or self-medicating
- References to substances of abuse in conversation

Main Line Hospitals offers an Employee Assistance Program, including counseling. Please see Human Resources Policy #2.5 on the MLHS Wellspring page for full details.

The GME Office provides at least one core curriculum per year to discuss issues of Resident Physician Impairment. A schedule may be obtained from the GME Office.

Policy # 303

GMEC Approval and Revision Dates:

November 29, 2017

<b>Main Line Health, Inc. and Main Line Health, Inc. Subsidiaries</b>		
<b>Working Together to Serve the Community</b>		
<b>This policy applicable to:</b>	<input checked="" type="checkbox"/> <b>All Subsidiaries</b> <input checked="" type="checkbox"/> <b>All Hospitals</b> <input checked="" type="checkbox"/> <b>All Acute Care Hospitals</b>	<input checked="" type="checkbox"/> <b>BMRH</b> <input checked="" type="checkbox"/> <b>Mirmont Treatment Center</b>

## ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

### **Policy Name: Employee Assistance Program**

**Policy Purpose:** To standardize, define, and communicate the services provided to Main Line Health by the Employee Assistance Program (EAP).

**Policy Statement:** The Employee Assistance Program (EAP) provides supportive services to employees and regular members of their household. Included in these services are up to five (5) free confidential counseling sessions per problem occurrence.

### **I. Procedure:**

#### A. Eligibility

1. All Main Line Health employees and family members up to age 26 and regular members of their household, including but not limited to significant others and domestic partners, are eligible to use the Employee Assistance Program.
2. All previous employees are eligible to use the Employee Assistance Program until the end of the month of their termination date.

#### B. Participation

1. An employee’s participation in the Employee Assistance Program is completely voluntary.
2. There are certain conditions under which participation in the EAP will be a condition of continued employment with Main Line Health. These include:
  - (a) Cases where the employee has tested positive for drugs or alcohol under Main Line Health’s Substance Abuse Policy.
  - (b) Cases where the employee has violated Main Line Health’s Workplace Violence Policy.
  - (c) Cases where the employee has violated Main Line Health’s Code of Conduct and Behaviors that Undermine a Culture of Safety policy.
  - (d) Certain cases where the Performance Management process has been utilized.
3. An employee’s decision to seek or not to seek assistance from the EAP will not affect the employee’s job security unless the employee has failed to follow-through on a mandatory referral under Main Line Health’s Substance Abuse Policy, or Main Line Health’s Workplace Violence Policy (Policy No. 7.30), Performance Management in a Just Culture or with violations of Main Line Health’s Code of Conduct and Behaviors that Undermine a Culture of Safety Policy (Policy No. 2.22). It is the employee’s responsibility to meet acceptable work standards.
4. Employees participate in the EAP as either self-referrals or management referrals.
  - (a) Self-referrals occur when an employee or regular member of their household calls the EAP for services.
  - (b) Management referrals, non-mandatory, occur when a manager recommends EAP to an employee who has performance, attendance or behavior problems. With the employees’ consent and a signed Release of Information Form, the EAP Counselor will notify the employee’s Human Resources Manager if indicated, of the employee’s attendance at EAP sessions. (\*A copy of this form can be found on the MLH Intranet – Forms – Business Forms – Human Resources, under “Release of Info to MLH – FIRST CALL” .

C. Confidentiality

1. All client records are the property of Main Line Health's employee assistance program and are strictly confidential. No information about a client will be released to anyone without a signed Release of Information Form.

D. Performed by:

1. The manager is responsible for:
  - (a) Implementing this policy by maintaining awareness of the employee's work performance and bringing to their attention concern about problematic work performance, attendance or behavior.
  - (b) Advising the employee of the availability of confidential, professional assistance, and encouraging the employee to utilize the services when problematic performance, attendance or behavior is noticed.
  - (c) Informing Human Resources.
  - (d) Asking the employee to sign a Release of Information Form.

E. The Employee Assistance Program is responsible for:

1. Assigning the employee to an EAP counselor.
2. Asking the employee to sign a Release of Information Form.
3. When an employee is given a mandatory referral, the EAP will regularly inform the employee's Human Resources Manager of the employee's record of attendance and motivation for treatment. This information will be given verbally and, if requested in writing (sent confidentially). No personal information about the employee will be released. If a Release of Information Form is not signed, no information about the employee may be released.

Reference: Substance Abuse Policy and Procedure ;  
Workplace Violence Policy  
Performance Management in a Just Culture  
Code of Conduct and Behaviors that Undermine a Culture of Safety Policy

Origination Date: March 1, 1992

Revision Date: January 2020; January 2019; January 2016; July 2015; July 2014; March, 2007; July 2006;  
September 1, 2003; February 2001; July 1, 2000

Last Review Date: January 2020; January 2019; January 2016; July 2015; July 2014; April, 2010; July, 2009;  
July 2008; March 2007; February 2001



**EXHIBIT \*G\***  
**Main Line Health**  
**Graduate Medical Education**  
Institutional Policy and Procedure

**Residency Closure and/or Reduction**

Policy# 107.00

**Purpose:**

To establish an institutional policy regarding the Main Line Health's, Inc. position on Residency Closure and/or Reduction of resident positions.

**Policy:**

Main Line Health (MLH) recognizes and honors Graduate Medical Education. MLH sponsors programs in Graduate Medical Education that emphasize personal, clinical and professional development and encourage an awareness of, and responsiveness to, the ethical and human aspects of healthcare among the health professionals. MLH sponsors programs in Graduate Medical Education that emphasize excellence in education and scholarly activity in a coordinated delivery of care model within a community setting.

MLH provides all residents with full disclosure of all Residency Review letters of report for their respective programs. MLH notifies all residents of any adverse actions cited by the Accreditation Council for Graduate Medical Education (ACGME), the Council for Podiatric Medical Education (CPME) and the Society for Surgical Oncology (SSO), American Laryngology Association (ALA) or The Fellowship Council (TFC) for their respective Graduate Medical Education program(s) or, if applicable, any program which may adversely impact resident physicians in another program.

If any program has not or cannot correct its existing citations and the ACGME/CPME/SSO/TFC places the program on probation or withdraws accreditation or if MLH decides to voluntarily withdraw accreditation and close the residency program, MLH will make every attempt to phase out the program over a period of time to allow the residents currently in the program to finish training. If this is not possible, the Chief Academic Officer, and the Designated Institutional Official/Institutional Education Officer will work closely with the affected Program Director to assist each resident physician in obtaining a position within another accredited residency program.

In the event that MLH decides to reduce the number of residency positions or close any program in any Graduate Medical Education program, the resident physicians will be notified. MLH will attempt to implement the reduction over a period of time so that residents currently in the program will not be impacted. If this is not possible, the Chief Academic Officer and the Designated Institutional Official will work closely with the

affected Program Director to assist each resident in obtaining a position within another accredited residency program.

**ALSO SEE: Philadelphia GME Coalition for Disaster Planning**

Policy # 107

GMEC Approval and Revision Dates:

November 29, 2017

## Resident Contract Reference Table

FY 22

The following policies and procedures are **NOT** appended to each Resident Contract; however, they are referenced in the body of each contract as related documents. The location of each related document is provided and is easily accessible from any hospital computer. Additionally, copies of each related document may be obtained in each training program and/or via the GME Office at any time.

I. ***Standards of Conduct***

Location: (a) MLHS Wellspring: Policies & Procedures: Human Resources-Policy Manager

- (b) any program training office
- (c) the GME office
- (d) any Human Resource office

II. ***Drug Screening & Criminal Background Checks***

Institutional GME Policy and Procedure #302

Location: (a) any program training office  
(b) the GME office

III. ***Guidelines for Trainee Evaluation, Promotion and Dismissal***

Institutional GME Policy and Procedure #111

Location: (a) any program training office  
(b) the GME office

IV. ***Performance Improvement Plans***

Institutional GME Policy and Procedure #304

Location: (a) any program training office  
(b) the GME office

V. Several Human Resource policies also relate to paid and unpaid time off. See Exhibit “C” of the Resident Contract for a synopsis of paid and unpaid time. For further details, also see:

- ***Bereavement Leave***
- ***Jury Duty***
- ***Leave of Absence*** (includes Family Medical Leave)
- ***Americans with Disabilities Act (ADA) as amended by the Americans with Disabilities Act Amendments Act (ADAAA)***
- ***Tobacco and Nicotine Use- impact on employment***

Location: (a) MLHS Wellspring: Policies & Procedures: Human Resources-Policy Manager