

# **RESIDENT/FELLOW CONTRACT**

## **FY 2025-2026**

AGREEMENT made this \_\_\_\_\_, 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 \_\_\_\_\_ through \_\_\_\_\_ as a PGY-\_\_\_\_ Postdoctoral Year resident or fellow in the area of \_\_\_\_\_.

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Offers of employment may be rescinded and employment may be terminated if it is subsequently discovered that a trainee has provided false or misleading information or has failed to disclose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 D"* 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, 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; 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, 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 work with the vendor on a replacement.

### **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 (*see Exhibit "C"*) 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, 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, childbirth 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 Guidelines for the use of Academic Performance Improvement Workplans (APIWs) – IGME 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, milestone achievements 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 "D"*** 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. Discrimination, Harassment (including Sexual Harassment), and Retaliation Reporting and Resolution**

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, Discrimination, Harassment (including Sexual Harassment), and Retaliation Reporting and Resolution attached herein as ***Exhibit "E"***. 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, or termination.

## **10. Impaired Resident Physicians**

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: \_\_\_\_\_  
Jennifer Banas, Director of Medical Education  
Associate Designated Institutional Official  
Main Line Health  
Lankenau Medical Center  
Bryn Mawr Hospital

**Amendment to Resident/Fellow Contract  
Academic Year 2025–2026**

This amendment sets forth additional terms of the Resident/Fellow Contract for the 2025–2026 academic year (“Agreement”), by and between Resident, identified below, and Main Line Hospitals, Inc. (“Hospital”) (together, “Parties”), regarding Continuing Medical Education (CME) stipend and Meal stipend. The Parties hereby agree to amend the Agreement as follows:

1. Section 5, Compensation and Benefits, is revised to include a new sub-Section E and sub-Section F as follows:

**E) CME Stipend**

Effective July 1, 2025, all residents and fellows will receive a \$5,000 annual CME stipend. This amount will be disbursed incrementally and included in each paycheck over the course of the academic year. The CME stipend shall be reported as taxable income and subject to applicable federal, state, and local withholding requirements.

The CME stipend is intended to support professional development and may be used toward:

- Conference registration fees
- Travel and lodging expenses related to educational conferences
- Educational materials and subscriptions
- Board preparation and examination fees

**F) Meal Stipend**

Effective July 1, 2025, all residents and fellows will receive a \$1,200 annual meal stipend. The stipend will be loaded onto each resident's and fellow's institutional ID badge and will be available for use at their discretion at participating on-campus dining locations. Funds will be accessible beginning July 1, 2025, and may be used through June 30, 2026. Unused funds will expire after June 30, 2026, and will not roll over to the following academic year.

2. This amendment is hereby incorporated into the existing Agreement.

3. All other terms and conditions of the Agreement remain unchanged.

**MAIN LINE HEALTH RESIDENT or FELLOW**

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jennifer Banas, Director of Medical Education  
Associate Designated Institutional Official  
Main Line Health  
Lankenau Medical Center  
Bryn Mawr Hospital

<p style="text-align: center;"><b>Resident Contract Exhibit Table</b> <b>FY 26</b></p>
--

**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.

**“C”     *Paid Time Off and Time Away from Training***

Institutional GME Policy and Procedure #400

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

<p>For specific details and location of the MLH Human Resource policies regarding: Bereavement Leave, Disability, Jury Duty and Leave of Absence (including Family Medical Leave), see the <b>Resident Contract <u>Reference</u> Table also attached to each Resident Contract.</b></p>
---

**“D”     *Due Process and Grievance Protocol***

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

**“E”     *Discrimination, Harassment (including Sexual Harassment), and Retaliation Reporting and Resolution* – HR Policy**

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

**“F”     *Employee Assistance Program* – HR Policy**

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

**“G”     *Residency Closure/Reduction***

Institutional GME Policy and 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 Educational Work Hours and Fatigue Management and Mitigation (Formerly noted as: Duty Hours)

Policy # 200.00

#### Purpose:

Programs, in partnership with Main Line Health (MLH) must have an effective structure and schedule design that are configured to provide residents with educational and clinical experiences that meet ACGME common, specialty, and subspecialty duty hour requirements as well provide reasonable opportunities for rest and personal well-being. The MLH GMEC must provide institutional oversight of resident duty hours that are consistent with common and specialty/subspecialty-specific requirements across all programs. Other MLH GMEC responsibilities include addressing areas of programmatic duty hour non-compliance and ensuring that each program has policies in place that manage trainee duty hours and that facilitate trainee fatigue management and mitigation.

#### Policy:

Each graduate medical education program will establish a formal written policy governing resident clinical experience and educational work hours (formerly called duty hours) that is in compliance with the requirements of the Accreditation Council for Graduate Medical Education (ACGME), the American Laryngological Association (ALA), the Society for Surgical Oncology (SSO), the Council on Podiatric Medical Education (CPME), and The Fellowship Council (TFC). As part of this policy or as another free-standing policy, each program must additionally address approaches to fatigue management and fatigue mitigation. These policies must be in writing and must be available to each resident. The GME Office should provide a Core Curriculum/Faculty Development lecture on this topic no less than every two years.

#### General rules:

- No program’s trainees are permitted to work more than 80 hours per week, averaged over a four-week period.
  - These 80 hours must include all in-house clinical and educational activities, clinical work done from home, and all moonlighting (if applicable).
- No resident shall be required to moonlight or perform service obligations within his/her program or within his/her home institution.
- No resident is required to continue their clinical duties when they have reported concerns of extreme fatigue, illness or other circumstances which may compromise their ability to provide safe, effective patient care or maintain their own personal safety to their Program Director (PD)

or PD designee. Trainees in such situations may also call the DIO on their cell phone 24 hours a day in the event they are unable to find solutions through their program leadership.

- 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.
- Clinical and educational work periods for residents must not exceed 24 hours of continuous scheduled clinical assignments with the understanding that up to four hours of additional time may be used for activities related to patient safety such as providing effective transitions of care and/or resident education. Additional patient care responsibilities must not be assigned to a resident during this time.
- Alertness management strategies are to be employed and naps should always be considered for trainees on 24-hour duty periods. The DIO should review these strategies during resident GME orientation each year.
- Residents must have at least 8 hours off between scheduled clinical work and education periods.
- Residents must have at least 14 hours free of clinical work and education after 24 hours of in-house call.
- Residents may not be scheduled for in-house call more frequently than every third night when averaged over a 4-week period.
- 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 the “every third night limitation” but must satisfy the requirement for one day in seven free of clinical work and education, when averaged over four weeks. At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each resident. 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 patient care must be included in the 80-hour maximum weekly limit.
- MLH provides sleep facilities, taxi vouchers, and will compensate trainees for use of ride sharing services home for any fatigued and/or impaired resident.

### **Special circumstances:**

In rare circumstances, after handing off all other responsibilities, a resident, on their own initiative, may elect to remain or return to the clinical site in the following circumstances (with a report to their Program Director):

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

### **Program Monitoring**

- Residency programs will monitor duty hours weekly in New Innovations and will report their duty hours quarterly in GMEC meetings. The Program Director or designee will present their



duty hour report to the GMEC and presenters(s) should be prepared to discuss violations and proposed action plans to eliminate further violations (if applicable).

- Fellowship programs will monitor duty hours one-month per year in New Innovations and will report their duty hours yearly in GMEC meetings. Fellowship program directors must maintain situational awareness of the hours their trainees are working (even when not in a reporting period) and must communicate with the DIO/aDIO in the event they detect duty hour abnormalities outside of their scheduled reporting period. The Program Director or designee will present their duty hour report to the GMEC and presenters(s) should be prepared to discuss violations and proposed action plans to eliminate further violations (if applicable).
- Fellowship programs with duty hour deficiencies in their ACGME Program Letters, duty hour deficits in their ACGME survey, or trainee/faculty reports of duty hour problems may be required by the GMEC to adhere to stricter duty hour monitoring and/or reporting to GMEC.
- Programs with duty hour citations or areas for improvement (AFIs) will be required to undergo focused or special reviews.
- Coordinators/managers and program directors are to internally review duty hours entered by their residents on a regular basis to look for fall outs and ensure patterns that reflect structural issues are promptly addressed.
- Duty hour 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.

Policy # 200

GMEC Approval and Revision Dates:

November 29, 2017

March 10, 2022

## Resident Contract FY 26 - Exhibit "B"

### Synopsis of Paid and Unpaid Time

TYPE	# DAYS	CUMULATIVE (from year to year)	PAID	UNPAID	COMMENTS
<b>Vacation</b> All PGY Levels	15	No	X		Requests approved and vacation tracked per Program policy. * 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>	5	No	X		Per program policy
<b>Jury Duty</b>	Varies	No	X		Approved per Program Director and HR policy
<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		Varies	Please contact the GME Office-for HR information Family & Medical Leave Act (FMLA)
<b>Parental, Medical Caregiver Leave</b>	6 work-weeks	No	X		Please contact your Program Director and the GME Office See GME Policy #310 appended to contract

#### \*\*\*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 the program time off 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. 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 the 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 applicable to the discipline 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.

## Main Line Health Institutional Policy and Procedure

**Effective Date:** July 1, 2025

**No:** 400.00

**Supersedes:** 310.00

---

**Department:** Graduate Medical Education

**Subject:** Paid Time Off and Time Away from Training

---

**Purpose:**

The well-being of residents is a fundamental priority of Main Line Health (MLH) and its Graduate Medical Education Committee (GMEC). Well-being includes having time away from work to engage with family and friends, as well as to attend to personal needs and one's own health, including adequate rest, a healthy diet, preventative medical and dental care, mental health care, and regular exercise. This policy outlines the guidelines for paid time off, sick leave, bereavement leave, and parental, medical, or caregiver leaves, ensuring that residents have the opportunity to utilize their time away from training in a manner that supports their personal and professional well-being.

MLH is committed to fostering an environment where residents feel supported in using their allotted time off to maintain their overall well-being, recognizing that prioritizing health and personal needs is essential to their ability to learn and provide high-quality patient care.

**Scope:**

Applies to residents and fellows enrolled in accredited or approved medical or podiatric graduate training programs sponsored by MLH. For the purposes of this policy, the term "residents" applies to residents and fellows.

**Policy:**

MLH will pay residents not performing training activities in scenarios such as paid time off, sick leave, bereavement leave, and parental, medical, or caregiver leaves in accordance with the law, MLH Human Resources policy, and ACGME (and other accrediting bodies) requirements.

In addition, MLH provides residents with:

- a) One six week, or two three-week block(s), of approved medical, parental, and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws, MLH policy, and ACGME requirements once at any time during an accredited program, starting the day the resident is required to report.
- b) 100 percent of their salary for the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence taken.
- c) A minimum of one week of paid time off reserved for use outside of the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence taken.

- d) Continued health and disability insurance benefits for residents/fellows and their eligible dependents during any approved medical, parental, or caregiver leave(s) of absence in accordance with MLH policy.

<b>Procedures:</b>
--------------------

### **Counting Training Time**

Residents must satisfy their specific certification board's "minimum time in training" requirements. Programs will track "time in training" to ensure that each resident trains for the minimum time required by the Program and the trainee's specific certifying board. Preliminary residents may have to adhere to the training requirements of their destination programs or specialty boards. For the purposes of counting training time ("time on"), regularly scheduled days off are considered "time in training."

1. Leaves may impact a trainee's ability to graduate on time or impact board eligibility in the following ways:
  - a. The State of Pennsylvania requires 24 full months of PGY-1 or PGY-2 education for US Graduates and 36 full months (PGY-1, PGY-2, and PGY-3) of training for international graduates to receive an unrestricted license, and longer leaves could impact Pennsylvania licensure and could require additional months of training to receive an unrestricted license. These decisions are solely determined by the Pennsylvania State Board of Medicine or the Pennsylvania State Board of Osteopathic Medicine.
  - b. The trainee on leave's accrediting board (or destination board for preliminary trainees) provides clear guidelines regarding the minimum weeks of training required to qualify for board certification. If the duration of leave exceeds these times or educational limits, it may affect the trainee's eligibility to sit for board examinations or achieve board certification. In such cases, additional months of training may be required to meet board requirements.
  - c. In addition to the above, decisions related to promotion and time in training will depend on a trainee's academic standing in their residency or fellowship program as well as milestone assessments by their program's Clinical Competency Committee.
  - d. Though all efforts will be taken to minimize impact to clinical assignments resulting from leaves of absence, trainees taking leave may be required to complete service blocks that are required for successful residency completion. Residents/fellows may need to complete training periods missed during paid time off, sick leave, and bereavement leave, as well as parental, medical, or caregiver leaves.
2. Programs must complete and submit the form attached to this policy to the GME Office at least four weeks before any scheduled leave. This form is designed to assist program leadership in accurately tracking training time, ensuring consistency and compliance with certifying boards, program requirements, and time in training requirements of the Pennsylvania State Board of Medicine.
3. Prior to the start of any extended leave of absence, the Program Director must meet with the resident to review the potential impact of the leave on the satisfactory completion of requirements (as outlined in sections 1. a, b, c, and d). This discussion must include a review of the relevant board-certifying requirements. The conversation must be documented using the

attached forms, placed in the resident's personnel file, and a copy must be given to the trainee before the leave begins.

#### **Paid Time Off: Vacation, Personal Days, and Holidays**

All residents will have four (4) weeks of paid time off per academic year, managed in accordance with HR processes. All paid time off from a given academic year should be taken during that academic year, as it will not be carried over to the next one. Paid time off will not roll over year to year, cannot be banked or exchanged for additional compensation, and will not be paid out at termination or the conclusion of training.

Programs are expected to develop policies, procedures, and schedules to ensure that all residents use their full allotment of paid time off annually.

Program Directors will develop policies, procedures, and schedules to determine how and when paid time off may be used and may designate paid time off as vacation or personal days. Program policies may be more stringent than institutional policies; however, all trainees must be granted the ability to utilize their full allotment of paid time off. Policies must clearly outline the processes for managing email communications and trainees' Epic in-baskets during absences, leaves, and vacations.

Paid time off may be used for either vacation or personal days:

#### **Vacation Days**

- a) Three (3) weeks of paid time off will be allocated to vacation per academic year. A week is defined as 5 weekdays + 2 weekend days.
- b) Vacations must be scheduled, approved, and monitored by the Program Director(s).
- c) The Program Director may set guidelines for vacation scheduling, including but not limited to:
  - a. Amount of vacation that may be scheduled at any one time
  - b. Certain weeks, months, or rotations in which vacation may not be scheduled
  - c. The number of residents permitted to take vacation at the same time
- d) Program Directors shall provide written guidelines governing vacation days to all residents.

#### **Personal Days**

- a) Personal days must be scheduled and approved in advance, except in the case of unforeseen emergencies.
- b) All residents will have five (5) personal days per academic year, which can be taken in half-day or full-day increments.
- c) Personal Days must be scheduled, approved, and monitored by the Program Director.
- d) The Program Director has the discretion to set guidelines on how personal days are scheduled for residents within the program, including but not limited to:
  - a. Certain days, months, or rotations in which personal days may not be taken
  - b. Whether personal days may be taken as individual days or if they may be scheduled as a block of time
  - c. The number of residents permitted to take personal days at the same time
- e) Program Directors shall provide written guidelines governing Personal Days to all residents.

### **Holidays**

Program Directors will distribute holiday work assignments as equitably as possible among all residents in the program.

1. New Year's Day (January 1st)
2. Memorial Day
3. Independence Day (July 4th)
4. Labor Day
5. Thanksgiving Day (Fourth Thursday in November)
6. Christmas Day (December 25th)

### **Other Paid Time: Sick Time and Bereavement Leave**

#### **Sick Days**

- a) All residents will have twelve (12) sick days per academic year.
- b) Sick time pays the resident only when the resident is unable to come to work due to personal illness or injury. Sick time is not available for illnesses of other family members.
- c) Program Directors will provide written guidelines for notifying the Department and/or Supervisor when residents use Sick Days.
- d) Program Directors must develop written "jeopardy" policies, procedures, and schedules to facilitate scheduled and unscheduled resident illness and/or appointments with physicians, dentists, psychologists, therapists, and/or other clinicians that conform to MLH HR policies and ACGME requirements.
- e) The use of more than three consecutive sick days will require a note from the resident or fellow's treating physician, NP, or PA.
- f) HR Policy for excessive absence or lateness must be adhered to by all residency programs and may be considered a deficit in the Professionalism Core Competency.

#### **Bereavement Days**

- a) Bereavement leave pays the resident during bereavement according to MLH HR Policy.
- b) The Bereavement Leave policy must be reviewed each time a trainee takes Bereavement Leave.
- c) Additional time off beyond Bereavement Leave taken is considered paid time off.

### **Medical, Parental, and Caregiver Leave**

Residents and Fellows will receive 100% salary continuation for the first six (6) weeks of an approved medical, parental, or caregiver leave of absence, once at any time during an accredited program. Available paid time off may then be used for any additional weeks until all paid time off is exhausted, except for one week (40 hours) after which additional leave is unpaid as per ACGME rules. Salary continuation may extend beyond 6 weeks in some circumstances. Benefits remain active during approved leaves.

MLH parental leave cannot be combined with the six weeks of ACGME Salary Continuation. Subsequent paid parental leaves are four weeks in duration and will fall under the existing MLH HR paid parental leave policy (four weeks).

Residents must coordinate leave details using current HR processes and vendors. Residents are required to meet with their Program Director and the Graduate Medical Education Office to receive leave guidance.

### **Preparing for Leave**

Residents considering leave should meet as early as is feasible with the Program Director to develop a clear agreement of the impact of proposed leave on training and board eligibility.

Residents must submit a “Request for Leave” form to the Program Director for review as soon as feasible. The Program Director and Coordinator will complete a “Training Time Calculation Document” and meet with the Graduate Medical Education Office to review the request for leave. Request for leave will require written approval of the Program Director, the ACGME Designated Institutional Official or their designee.

The Graduate Medical Education Office will facilitate HR processes, contract adjustments, Pennsylvania licensure reporting, and communication with immigration agencies (if applicable) when the resident begins a leave.

### **Preparing to Return from Leave**

Residents returning from leave must be formally cleared to return to work and must comply with all applicable medical and administrative clearance requirements. Residents are also required to notify the Program Director as soon as possible if there are any anticipated changes to their expected return date.

The Program Director and Manager/Coordinator will meet with the Graduate Medical Education Office to reaffirm or adjust the elements of the “Training Time Calculation” document.

Residents must receive an updated “Training Time Calculation” document at the time of return from the leave that includes the known date of return, a description of adjustments made to medical licensure/PA State Board of Medicine/PA State Board of Osteopathic Medicine, ACGME reporting, immigration agencies, the resident contract, and certifying board reporting. The impact of time away from training on any of the above must also be documented. The document must be signed by the Program Director, the ACGME Designated Institutional Official or their designee, and the resident.

### **Other Circumstances**

#### **USMLE/COMLEX examination**

- a) Residents will receive one paid day, classified by HR as a Continuing Medical Education (CME) day, to take USMLE or COMLEX examinations.
- b) Residents must coordinate with their Program Director to schedule the examination in a manner that minimizes disruptions to clinical operations and training.
- c) Any additional time required for the USMLE or COMLEX will be deducted from Paid Time Off.

#### **Conference Leave**

- a) Time away from training to attend or present at medical meetings is at the discretion of the Program Director but shall not exceed 5 paid days annually, classified by HR as Continuing Medical Education (CME) paid time off. Additional days to attend meetings will be considered Paid Time Off.
- b) Conference attendance will be counted as training time unless the relevant specialty board specifies otherwise.

**Effective Date:** July 1, 2025

**No:** 400.00  
**Supersedes:** 310.00

---

**Department:** Graduate Medical Education

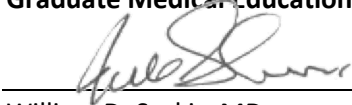
**Subject:** Paid Time Off and Time Away from Training

---

**Approved by:** Graduate Medical Education Committee

**Date:** May 21, 2025

**Approved by:**



**Date:** May 21, 2025

William D. Surkis, MD  
Designated Institutional Official  
Vice-President for Medical Education

To be reviewed: Every year or sooner if ACGME requirements or HR policies change.



## Request for Leave

Resident Name: \_\_\_\_\_ Date: \_\_\_\_\_

Program: \_\_\_\_\_ PGY: \_\_\_\_\_

### Leave Details

Type of Leave Requested:                      Parental                      Medical                      Caregiver

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Total Days Requested: \_\_\_\_\_

### Program Director Approval

Program Director Signature: \_\_\_\_\_

- ☐ Approved  
☐ Not Approved

Comments:

---

---

### Resident Acknowledgment

I confirm that my Program Director has reviewed the Training Time Calculation Form with me, and I understand the implications of my requested leave on my training schedule and board eligibility.

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Graduate Medical Education Office

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Comments:

---

---

### Return from Leave (To be completed upon the resident's return)

Actual Return Date: \_\_\_\_\_

Program Comments: (Include training time adjustments or other relevant information):

---

---

### Resident Acknowledgment

I acknowledge that my return from leave has been reviewed, including any necessary adjustments to my training schedule and training end date. I confirm that I have been informed of how this impacts my training and board eligibility, if applicable.

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Training Time Calculation

Resident Name: \_\_\_\_\_

Date: \_\_\_\_\_

Program: \_\_\_\_\_

PGY: \_\_\_\_\_

### Leave Details

Type of Leave Requested:

Parental

Medical

Caregiver

Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

Total Days Requested: \_\_\_\_\_

---

### PGY-

#### Training Dates:

Paid Time Off:

SICK:

LOA:

Total:

Specialty Specific Notes:

---

### PGY-

#### Training Dates:

Paid Time Off:

SICK:

LOA:

Total:

Specialty Specific Notes:

---

**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 their 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 screen;
- c) criminal conduct;
- d) egregious behavioral misconduct; and
- e) any issue to be adjudicated through the grievance process.

3. Egregious behavioral misconduct refers to behavior that represents a significant departure from the professional behavior expected of a resident. This includes, but is not limited to, any act of violence or aggression directed at an employee, visitor or patient, or intentional patient endangerment.

2. Grievance: A grievance refers to less serious issues that may arise between a Resident and their program. Such issues include, but are not limited to, the development and implementation of an Academic Performance Improvement Work Plan ("APIW") including, salary issues, requests for time off or leave, perceived schedule inequities, etc.

3. Grievance Process: 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 a grievance. The DIO may at their 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. PERFORMANCE EVALUATIONS AND PERFORMANCE IMPROVEMENT PLANS**

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\* and any other applicable standards. The

resident will be formally evaluated by the Program Director approximately every six months at a minimum.

1.a. At a minimum, each resident must be given the opportunity to read and sign their semi-annual evaluation(s) after discussion with the Program Director. Signing an evaluation does not connote that the Resident agrees with the evaluation. Signature connotes that the Resident has received and read the evaluation.

1.b. If a Resident does not agree with an evaluation(s) they may submit a rebuttal, in writing, to their Program Director. The rebuttal will be acknowledged, via verbal or written communication, by the Program Director and placed in the Resident's file.

1.c. The Program Director will meet with and will discuss the Resident's performance review, their rebuttal, and will outline expectations and areas for improvement as appropriate.

2. 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.

3. Failure by the Resident to satisfactorily improve their 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 an APIW as outlined 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, extension of their training, non-renewal of their agreement (contract), and/or non-promotion to the next level of training.

4. In the case of continued unsatisfactory performance review(s), behavioral or professionalism concerns, or an egregious medical incident, the Resident may be placed on APIW with the prior approval of the Designated Institutional Official (DIO). The length of the APIW and the educational goals/competencies/behaviors required of the Resident to end their APIW shall be determined, in writing, by the Program Director based upon the circumstances of the situation. The Program Director and Associate Program Directors, will receive performance updates from relevant faculty (and optional clinical coaches) and will complete their own status updates while the Resident is on the APIW. They will closely monitor and document the Resident's progress and will retain full responsibility for the oversight of the APIW. The Program Director(s) will inform the Resident of their progress on their APIW no less than once per month. The Office of Graduate Medical Education will be informed of the placement of the Resident on the APIW if/when such action should occur and will be updated from time to time as deemed appropriate by the Program Director.

4.a. The APIW will be maintained by the Program Director and the Resident. A copy of the APIW must be forwarded to the Office of Graduate Medical Education.

4.b. 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.

5. Prior to, as part of, or independent of a APIW, 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. Any counseling referral will be made consistent with the MLH Employee Assistance Program Policy. The Resident must agree to testing before such action(s) may commence.

### **C. DECISION(S) REGARDING RESIDENCY APPOINTMENT, REAPPOINTMENT INCLUDING DISMISSAL, NON-RENEWAL AND FAILURE TO PROMOTE TO THE NEXT LEVEL OF TRAINING**

1. Generally, no resident shall be recommended for dismissal, non-renewal, or non-promotion without first progressing through two (2) APIWs. However, in the event of an egregious medical incident or significant behavioral or professional concerns, the Program Director may, in their discretion, recommend progressing to dismissal, non-promotion or non-renewal after or during the first APIW.

2. 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, the Program Director will submit this recommendation to the DIO who will organize a GMEC Sub-Committee. In their submission, the Program Director will summarize their rationale for the recommendation and the actions taken to date and will provide copies of remediation plans, any APIWs, continued evaluations and re-evaluations as necessary and appropriate to educate the GMEC sub-committee regarding the facts of the case.

3. 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 of 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.

4. Following the Program Director's presentation, the GMEC Sub-Committee will adopt or reject their recommendation by a majority vote.

5. The resident will receive timely written notice of the Sub-Committee's decision to adopt or reject the recommendation of the Program Director. Non-renewal or non-promotion notice will be given in concert with ACGME/CPME/SSO/TFC and any other applicable regulations regarding timeliness of such actions unless extraordinary or egregious circumstances exist.

## D. DUE PROCESS PROTOCOL

1. A resident who receives written notice from a GMEC Sub-Committee 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 their rights to implement this Due Process Protocol for Residents.
2. A resident who wants to exercise their right to due process under this protocol must so notify their Program Director, in writing, **within 7 calendar days from receipt of notice of the adverse recommendation.** (In the event the seventh day from receipt of notice falls on a weekend or a designated holiday recognized by Main Line Health, the deadline to exercise the right to due process shall move to the next business day).
3. Within three (3) working days after receipt of a resident's written notification invoking due process, the Program Director will notify the GMEC Chairperson and/or the Hospital DIO and the Office of Graduate Medical Education of such notice from the resident.
18. The GMEC Chairperson will call a 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 their facts in the case or to rebut any materials or testimony presented by the Program Director. The time for this meeting may be extended by an agreement of the parties, and may be conducted virtually.
19. The Resident may, upon notification of the 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 their rebuttal of the Program Director's recommendation as presented to the GMEC Sub-committee.
20. The Resident may waive their right to present at the 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 meeting, the Program Director must be in attendance at this meeting and a quorum will be considered in effect if a simple majority of the GMEC voting members (not including the Resident's Program Director and Associate Program Directors) are in attendance. If the Program Director is unavailable, he/she must choose a designee to present their recommendation to the GMEC. Elected officers of the House Staff organization, GME Program Managers, and Program Coordinators will not attend the meeting. The meeting will be chaired by the GMEC Chairperson or their designee. Each party shall provide the other with any materials submitted to the GMEC at least seven (7) calendar days prior to the date of the meeting. A member of the Office of Graduate Medical Education may be present to record the proceedings and to assist both parties with miscellaneous duties as may arise during the meeting. 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 by a simple majority. Both the Resident and all leadership of the Resident's training program will be dismissed prior to deliberation and decision-making activity. The GMEC's decision to accept or reject the decision of the Sub-Committee 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.

28. If the decision of the GMEC is to affirm the decision of the Sub-Committee, 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 their 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 GMEC is to reverse the Sub-Committee's decision, the resident will be re-instated in their Residency Program and their 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, and/or with or without specific limitations/qualifications, including extension of residency training, as per the findings of the GMEC.

## **GRIEVANCE PROTOCOL**

### **C. Procedure in the Event of Grievance**

- 1) A Resident may submit any grievance to their 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 their 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 their 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 their 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 04.28.202, 6.16.2025*



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

## HUMAN RESOURCES POLICIES AND PROCEDURES

**Policy Name:** Discrimination, Harassment (including Sexual Harassment), and Retaliation Reporting and Resolution

**Policy Purpose:** To create and maintain a safe work environment in which people are treated with dignity and respect, free from discrimination, harassment, and retaliation.

**Policy Statement:** Eliminating discrimination, harassment, sexual harassment and retaliation is a critical component in ensuring a safe and respectful environment across Main Line Health. Main Line Health will not tolerate unlawful discrimination or harassment of any kind and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy.

All employees, regardless of their positions, in addition to vendors, contractors, temporary staff, volunteers, interns, patients who have contact with our employees are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against anyone who violates this policy. Based on the seriousness of the offense, performance management may include verbal or written reprimand, suspension, or termination of employment.

Managers and supervisors who knowingly allow or tolerate discrimination, harassment, or retaliation, including the failure to immediately report such misconduct to Human Resources, are in violation of this policy and subject to performance management.

It is the responsibility of all Main Line Health employees to report instances of discrimination, harassment, sexual harassment or retaliation – as a \*bystander, if you see something, say something (or do something) and report these behaviors/observations to Human Resources or any other reporting process outlined in this policy.

Main Line Health supports and encourages our employees to always “Speak up for Safety” using our error prevention tools of:

- Question and Confirm
- ARCC - Ask a question, make a request, voice a concern, chain of command (if appropriate)
- Stop the line – using “OUCH”

This policy works in conjunction with the Main Line Health Code of Conduct and Behaviors that Undermine a Culture of Safety Policy and the Power Gradient Policy.

**I. Prohibited Conduct Under this Policy** – Main Line Health, in compliance with all applicable federal, state, and local anti-discrimination harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines.

- a. Discrimination** – Main Line Health is committed to providing Equal Employment Opportunity in all aspects of employer/employee relations without discrimination. Main Line Health’s policy:
- i.** Prohibits discrimination by a person / group against another person / group for any reason. Discrimination is treating someone differently or less favorably based upon race, religion, color, sex (including pregnancy, gender identity, gender expression, and sexual orientation), parental status, national origin, ancestry, age, disability, political affiliation, military service, relationship status, citizenship, genetic information or other factors that extend beyond anti-discriminatory laws.
  - ii.** Ensures all business practices are based on selecting, developing, and promoting employees based on an individual’s/group’s qualifications, experience, and job performance, and maintains a work environment free of all forms of discrimination, harassment, and intimidation. This extends to all employment practices and management decisions including, but not limited to recruitment and hiring practices (promotions / transfers), performance appraisals, compensation, benefits, and training and development.
- b. Harassment/Sexual Harassment** – Main Line Health prohibits any type of harassment, which is a form of employment discrimination, including sexual harassment. Harassment is any verbal, physical conduct or gestures intended to threaten, intimidate, or coerce an individual.
- **Verbal harassment** includes but is not limited to comments that are offensive or unwelcome regarding a person’s or group’s national origin, race, color, religion, age, sex, sexual orientation, pregnancy, appearance, disability, gender identity or expression, and marital status, citizenship or genetic information. Examples include, but are not limited to joking, teasing, negative stereotyping based on the above factors, or intentionally referring to a person using terms/pronouns that do not align with the person’s affirmed gender.
  - **Non-verbal harassment** include but are not limited to the distribution, display, or discussion of written or graphic material that ridicules, belittles, or shows disrespect toward an individual or group, misusing power/authority, exclusion, and cyberbullying, which includes posting offensive or intimidating messages through social media or email.
  - **Physical harassment** includes, but are not limited to pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, or damage to a person's work area or property.
  - **Sexual Harassment** – is unsolicited and unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature made explicitly or implicitly as a condition of employment; used as the basis for any employment decisions including performance evaluations, performance management, salary or wages, and career development; interferes with work performance or creates an intimidating, hostile, or offensive work environment.
    - 1. Examples of verbal sexual harassment includes, but not limited to innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats, or requests for any type of sexual favor.
    - 2. Examples of nonverbal sexual harassment includes, but is not limited to the distribution, display, or discussion of any sexually suggestive graphic material,

including photos, calendars, e-mails, text messages, internet postings, or other forms of communication that are sexual in nature and offensive.

3. Examples of physical sexual harassment includes but is not limited to unwelcomed physical contact including touching, tickling, pinching, patting, hugging, cornering, or kissing.
4. Any consensual romantic or sexual relationship in which there is a reporting relationship is not permitted. This applies to both direct and indirect relationships. If a relationship of this nature exists, Human Resources should be notified.

**c. Retaliation** – Main Line Health prohibits punitive action against anyone who makes a complaint or participates in the investigation of a complaint.

- This applies to the filing of a legitimate retaliation complaint or incident report; filing a complaint of discrimination or harassment; serving as a witness in the investigation of a complaint; or serving as the investigator of a complaint.
- Examples of retaliation that are prohibited include but are not limited to intimidation; adverse employment actions related to work assignments, salary, vacation, benefits or other employment terms; unlawful discrimination; termination of employment; and threats of any kind.
- Knowingly and intentionally making a false report is an abuse of this policy and will be treated as a violation resulting in performance management up to and including termination.
- Adverse disciplinary actions or performance management against anyone whose conduct or performance warrants such action will not be deemed a violation of this policy.

## **II. Reporting, Investigation and Resolution Procedure**

- a. Any person who is directly affected or witnesses (bystander) actions or words of a manager, employee, non-employee or patient that constitutes discrimination, harassment or retaliation has a right and responsibility to report the matter immediately to their manager or directly to a member of Human Resources Management and remove themselves or others from the situation immediately. Serious threats or actions must be reported to the local police by the Public Safety Department and should include the participation of the person filing the complaint. Contacting the local police for minor offenses will be at the discretion of the person filing the complaint.

- b. **Alternative Reporting** – While it is encouraged to report any form of discrimination, harassment, sexual harassment or retaliation to your Manager or Human Resources directly, employees may as use the Main Line Health ComplyLine.

There are two ways to report to **ComplyLine**:

- Toll-free at 844.9COMPLY (844.926.6759)
- You may remain anonymous or identify yourself but in either case, you may opt to receive a response from the MLH Compliance Office via ComplyLine regarding your concern. It is encouraged that you provide enough information for us to investigate the issue.

You may also contact the Compliance Office or the Vice President of Human Resources directly.

**c. Investigation –**

- Human Resources Management will investigate complaints promptly, thoroughly and in as confidential a manner as possible.
  - Human Resources Management will determine appropriate and immediate action required to protect the person or people filing the complaint from further harassment or retaliation throughout the investigation and resolution process. Strict confidentiality will be maintained, when possible
  - As part of the investigation, a neutral **Human Resources Support Representative** may be assigned to provide support and to help navigate the entire process to make sure the employee is comfortable with fully reporting all issues (this is in addition to the HR representative conducting the investigation).
  - The HR Representative and the HR Support Representative will ensure the following when conducting investigations: (Note: The HR Support representative will not conduct a parallel investigation and does not serve in a dispute resolute role if the person filing the complaint is not satisfied with the final outcome)
    1. The employee is given a forum to be heard or the ability to voice concerns.
    2. The employee is listened to in a mindful, and attentive manner in a safe and confidential space
    3. The employee is provided a fair and equitable investigative process, that will be conducted in a timely manner
    4. The employee is offered Tools and resources to help address any personal fears or anxieties (EAP)
    5. The employee is informed step by step regarding the process, and having access to neutral party who is available for any questions or concerns
    6. The employee receives periodic check in regarding work environment during and after the investigation
  - All participants in a sexual harassment investigation are expected to respect the confidentiality of the process in the workplace both during and after the conclusion of the investigation.
  - The staff member reporting the complaint and/or the staff member subjected to the alleged harassment will be encouraged to provide any corroborating witnesses and other evidence, to aid in the investigation.
- d.** Upon completion of the investigation, the person who filed the complaint will be advised as to whether the investigation was able to substantiate the allegations of the complaint. Human Resources will also meet separately with the alleged harasser.
- e.** If an investigation confirms that an employee engaged in discrimination, harassment, or retaliation of another person/people, they will be subject to disciplinary action, up to and including termination.
- f.** The person filing the complaint may not expect to be informed of specific disciplinary actions undertaken.
- g.** At the conclusion of the investigation, if the employee is not satisfied with the decision, the dispute resolution policy may be utilized.

- h.** For issues involving physicians (both employed and community) that are not resolved at the Department level, the Vice President of Human Resources will work with the Chief Medical Officer to investigate and issue a recommendation.

**IV Monitoring** - Main Line Health shall take every reasonable step to ensure this policy is enforced and will provide education to seek, prevent, report, correct, and discipline behaviors that violate this policy.

- i.** All employees of Main Line Health are responsible for:
  - Not engaging in conduct considered to be discrimination or harassment
  - Reporting observations or experiences of workplace harassment
  - Participating in education/training related to workplace discrimination, harassment, and retaliation.
- j.** All managers and supervisors are responsible for
  - Not engaging in conduct considered to be discrimination or harassment
  - Reporting observations or experiences of workplace harassment
  - Maintaining and communicating this policy within their respective area of responsibility.
  - Taking necessary actions to prevent the occurrence of harassment and retaliation in their area of responsibility.
  - Investigating all complaints of discrimination, harassment, sexual harassment or retaliation
  - Training/educating employees in harassment prevention and communicating Main Line Health's policy on harassment to others associated with the organization, including non-employees (physicians and volunteers) and independent contractors.

\*A Bystander is an employee who is not directly affected by the harassing behavior but who directly observed or is made aware of the harassing behavior.

**Origination Date:** June 2021

**Revision Date:** October 19, 2021, April 14, 2025

**Review Dates:** March 2023, June 2024

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

## 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

<b>Purpose:</b>
-----------------

To establish an institutional policy regarding the Main Line Health Graduate Medical Education Committee’s position on Residency Closure and/or Reduction of resident positions.

<b>Policy:</b>
----------------

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, scholarly activity, outstanding patient care, and trainee wellness in a coordinated delivery of care model within a community setting.

Individual residency and fellowship programs must provide residents or fellows with full disclosure of Residency Review Committee letters of report for their respective programs annually and must notify residents of any adverse actions or change in status by the Accreditation Council for Graduate Medical Education (ACGME), the Council for Podiatric Medical Education (CPME), the Society for Surgical Oncology (SSO), The Fellowship Council (TFC), or American Laryngological Association (ALA) for their respective Graduate Medical Education programs.

If any program has not or cannot correct its existing citations and the ACGME/CPME/SSO/TFC/ALA places the program on probation or withdraws accreditation or if MLH decides to voluntarily withdraw accreditation and close a residency program, the Program Director of the closing program, Main Line Health Designated Institutional Official, Associate Designated Institutional Official, and the Graduate Medical Education Committee will make every attempt to either assist trainees with finding a training position in another accredited program (preferred) or



phase out the program over a period of time to allow the residents currently in the program to finish training.

In the event that the Graduated Medical Education Committee decides to reduce the number of residency/fellowship positions in any program, the resident or fellow physicians in that program will be notified by the DIO and Associate DIO. The, DIO, Associate DIO, and Graduate Medical Education Committee will attempt to implement the complement reduction over a period of time so that residents currently in the program will not be impacted.

<b>ALSO SEE: Philadelphia GME Coalition for Disaster Planning</b>
---

Policy # 107

GMEC Approval and Revision Dates:

11/2017, 10/2021

<p style="text-align: center;"><b><u>Resident Contract Reference Table</u></b></p> <p style="text-align: center;"><b>FY 26</b></p>
--

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

Institutional GME Policy and Procedure #111

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

III. ***Guidelines for the use of Academic Performance Improvement Workplans (APIWs)***

Institutional GME Policy and Procedure #304

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

IV. 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)***

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