

**The South Carolina Medical Association
Graduate Medical Education
Consortium
Policy & Procedure Manual**

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POLICY & PROCEDURES

SCMA GME CONSORTIUM POLICY & PROCEDURE TITLE:

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Eligibility, Recruitment, Selection, and Appointment Policy

Background: As required by Section IV.B.1 of the ACGME Institutional Requirements, the Sponsoring Institution must have written policies and procedures for Resident eligibility, recruitment, selection, and appointment, consistent with ACGME Institutional and Common Program Requirements. Additionally, the Sponsoring Institution must monitor each of its programs for compliance.

Policy:

Appointment Eligibility

Program directors must comply with the criteria for Resident eligibility for appointment to SCMA GME Consortium GME programs as defined by this policy, ACGME Institutional [IR IV.B.2] and Common program requirements and American Board of Medical Specialties ("ABMS") certification requirements as applicable.

- Appointment Eligibility criteria include:
 - Graduate from one of the following:
 - United States or Canadian medical school accredited by the Liaison Committee on Medical Education (LCME)
 - United States college of osteopathic medicine accredited by the American Osteopathic Association (AOA)
 - Medical school outside the United States or Canada with:
 1. a valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG) and have a passing score for Step 1, Step 2, and Step 3, as applicable, of the United States Medical Licensing Examination (USMLE), or hold a full and unrestricted license to practice medicine in the United States licensing jurisdiction in which the program is located,
 2. be a U.S. citizen, a legal permanent resident, or hold a visa which provides eligibility to work in the U.S. Typical visas are J-1 (requires Steps 1 and 2 of USMLE and ECFMG certification) and H1-B (requires departmental approval, Steps 1, 2 and 3 of USMLE, ECFMG certification, and a SC medical license)
 3. Meet South Carolina Board of Medical Examiners licensure requirements
 - All applicants must also meet program eligibility requirements as defined by the ACGME's respective Review Committee (for accredited programs) or the board or accrediting body requirements that will allow a Resident to practice within the program's scope of practice (for nonaccredited programs).

Recruitment and Selection

Selection: Programs select eligible applicants based on program-related criteria such as preparedness, ability, aptitude, academic credentials, communication skills, and personal qualities such as motivation and integrity. Programs will not discriminate with regard to race,

color, religion, national origin, sex, age, gender identity or expression, sexual orientation, disability, genetic information or protected veteran status. Programs must abide by applicable USF (???) hiring policies.

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Program Application: All Programs are required to use the Electronic Residency Application Service (ERAS®) or other centralized application service if available in their specialty to receive and accept applications to the Program. Programs in disciplines that do not use a centralized service may have applicants apply directly to the program using the Non-Match Candidate Application Form or other similar application document.

Notification of Terms, Conditions, Benefits and Program Aims: Programs must ensure each interviewed applicant is informed in writing, by hard copy, or by electronic means of the terms, conditions, and benefits of their appointment either in effect at the time of the interview or that will be in effect at the time of the applicant's appointment. This includes stipend; vacation time, sick time, and other leave of absences; and professional liability, hospitalization, health, disability and other insurance accessible to Residents and their eligible dependents. The program's aims must also be made available. All terms, conditions, and benefits of appointment are described in the Resident Contract, which is available prior to the start of training.

Board Eligibility: Programs are further required to provide applicants who are offered an interview with information related to their eligibility for the relevant specialty board examinations [CPR II.A.4.a).(9)].

NRMP Match: Program directors and administrators are required to review the terms and conditions of the Match Participation Agreement each year and comply with applicable Match policies, including the All-In Policies for the Main Residency Match and applicable Fellowship Matches and the Waiver and Violations policies.

Transfers: In accord with ACGME Common Program Requirement III.C.1., before accepting a Resident who is transferring from another Program, the Program Director must obtain written or electronic verification of previous educational experiences and a summative competency-based performance evaluation of the transferring Resident. The Program Director must confirm with the respective ABMS certifying board the amount of credit that can be applied from prior program to the current one.

Initial Appointment

Residents must successfully complete the credentialing and employment processes established by the SC GME Consortium Office prior to commencement of training in a Consortium GME program. Initial appointment to a Program is conditional and contingent upon successful completion of the credentialing and employment processes and procedures. Residents are responsible for ensuring timely submission of all required documentation to the GME Office prior to commencement of training or appointment renewal.

A Resident's initial or continued appointment will be set at the level and compensation associated with the minimum required experience needed to enter or continue in the program and align with the program's required scope of practice for each year of training. In no case will the compensation status level be set higher than the PGY level. If there are questions as to the appropriate appointment level for a Resident, this should be resolved prior to appointment acceptance.

Programs and Residents must also comply with the credentialing and employment requirements of their affiliated training sites. Fellowship programs must review milestones from residency training once available from the residency program. Advanced Match specialties must receive proof of successful completion of a prerequisite year of training.

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In addition to meeting all eligibility requirements, Residents must meet and/or complete the following prior to initial appointment.

- Possess an active State of South Carolina unlicensed physician in training or a full and unrestricted license to practice medicine in South Carolina.
- Pass background check and drug screen
- Have current certification in ACLS/PALS/NRP/ATLS, as based upon program and/or affiliated hospital requirements.
- Complete all required onboarding documentation and modules.
- Meet all Hospital Human Resources requirements for employment.
- Complete online and classroom-based training (e.g. - HIPAA, electronic medical record).
- For Residents entering a Fellowship training program – Provide documentation from core residency program director certifying one's ability to progress to the fellowship level.

Additional appointment requirements may be required by specific training programs, the GME Office, or affiliated training sites. Communication of additional appointment documentation will come via the GME Office or directly from the program.

The program will provide Resident names and basic demographic information to the SCMA GME Consortium Office or download ERAS applications into the electronic Residency Management System. .

Resident Contract

All Residents enrolled in residency training programs in the SCMA GME Consortium are employed as Temporary employees of the hospital in which their program is assigned. To further define the benefits, rights, and policies and procedures that apply to all Residents, the SCMA GME Consortium, in conjunction with the hospital, creates a separate House Officer contract. It is the policy of the SCMA GME Consortium that there be an annual House Officer contract in place for each Resident. House Officer contracts are issued for a maximum of one (1) year in duration. Residents appointed to a training program will receive a contract specific to that Resident in accordance with ACGME requirements. All contracts must be signed by the Resident, Program Director and DIO.

SCMA GME CONSORTIUM POLICY & PROCEDURE TITLE:

Resident Promotion/ Renewal & Dismissal Policy

Page | 6 **Background:** As required by Section IV.D.1 of the ACGME Institutional Requirements, the Sponsoring Institution must have written policies and procedures for Resident promotion, renewal and dismissal, consistent with ACGME Institutional and Common Program Requirements. Additionally, the Sponsoring Institution must monitor each of its programs for compliance.

Policy:

Resident Promotion

After satisfactory completion of each year of GME experience, as attested to by the Program Director, a Resident in good standing may be promoted to the next level of training, subject to the terms, limitations and conditions described in this document and the Resident Agreement.

A Resident is promoted based on acceptable periodic clinical evaluations (which may be augmented by other evaluation methods), by recommendation of the program's Promotion Committee and the Program Director, and by final approval of the Graduate Medical Education committee (GMEC). Additional promotion criteria include the following:

- Satisfactory completion of all training requirements
- Acceptable Clinical and Academic performance
- Documented competence commensurate with level of training
- Successful completion and passing of the USMLE Step 3 prior to entering the Post Graduate Year (PGY)-2 level
- Full compliance with all terms of the Resident Agreement
- Continuation of the Sponsoring Institution and program Accreditation Council for Graduate Medical Education (ACGME) accreditation
- Additional promotion criteria may be determined by the Clinical Competency Committee and the Program Director for individual programs.

Resident Non-Renewal/Dismissal

Grounds for discipline, dismissal or non-renewal of contract of a Resident include, but are not limited to, the following:

- Below satisfactory academic performance, defined as a failed rotation; relevant exam scores below program requirements; and/or marginal or unsatisfactory performance as evidenced by faculty evaluation, in the areas of clinical diagnosis and judgment, medical knowledge, technical abilities, interpretation of data, patient management, communication skills, interactions with patients and other healthcare professionals, professionalism, and/or motivation and initiative.
- Conduct that violates professional and/or ethical standards; disrupts the operations of the hospital facilities or participating sites, its departments, or affiliated hospitals; or disregards the rights or welfare of patients, visitors, or hospital/clinical staff.

- Failure to comply with the bylaws, policies, rules, or regulations of the affiliated hospitals/ Clinical Learning Environment, medical staff, department, or with the terms and conditions of this document.
- Commission by the Resident of an offense under federal, state, or local laws or ordinances which impacts upon the abilities of the resident to appropriately perform their normal duties in the residency program.
- Ineligible for continued appointment based on ongoing absence/unavailability to perform training duties; failure to satisfy licensure; visa, immunization, registration or other eligibility requirements for training.

In the event of non-promotion, non-renewal of a contract or dismissal from a program, the Resident will receive a written notice of intent not to renew or be dismissed from the program 120 days prior to the end of the contract year. Any written notice of intent to not renew, promote or dismiss will include a copy of the residents right to due process (Grievance Policy) relating to the above actions when the action is taken during the appointment period, suspension, non-renewal, non-promotion, or dismissal. If a Resident is on probation or in remediation, the 120-day written notice of intent will not apply

SCMA GME CONSORTIUM POLICY & PROCEDURE TITLE:

Resident Grievances and Conflict Resolution Policy

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Background: As required by Section IV.E. of the ACGME Institutional Requirements, the Sponsoring Institution must have written policies and procedures for Resident/fellows grievances at the program and institutional level consistent with ACGME Institutional and Common Program Requirements. Additionally, the Sponsoring Institution must monitor each of its programs for compliance.

Policy:

The goal of this policy is to establish a uniform mechanism for grievance procedures for all Residents in the Graduate Medical Education (GME) program. It is the belief and philosophy of the SCMA GME Consortium that good work relationships can exist only if Residents believe they have been treated equitably and fairly. It is also recognized that there are occasions when honest differences of opinion may occur regarding the interpretation and application of policies and/or procedures and counseling for Disciplinary Action. The following process is established to provide an effective method for Residents to bring problems to the attention of program leadership for resolution without fear of recrimination or retaliation. Residents may also use this grievance procedure to address any concerns with the application of the Resident's contract, policies, rules and regulations of the program. However, if the grievance pertains to any dispute or controversy between the Resident and the policies, rules, and regulations of the program, the Program Director will notify the Designated Institutional Official (DIO) and SCMA's legal counsel.

Procedure:

- Step 1 of the Grievance Process
 - Program Director
 - All grievances must be submitted in writing to the Program Director. Every effort will be made to resolve the matter in a fair, timely, and amicable manner at this level.
 - In situations where the grievance is not resolved within fifteen (15) business days of submission, or if the grievance involves the Program Director, the Resident should proceed to Step 2.
- Step 2 of the Grievance Process
 - Designated Institutional Official (DIO)
 - If the Resident is not satisfied with the Step 1 grievance process result, the Resident should schedule an appointment with the DIO and submit in writing to the DIO a description of the issue and the date(s) that it occurred. The Resident description of the matter should identify all pertinent facts for which the resident has firsthand knowledge.
 - The Resident may directly report to the DIO should the grievance involve the Program Director.
 - The DIO will hear and consider the Resident concern and take appropriate action. The action of the DIO will be communicated in a

letter sent to the Resident and to the Program Director within ten (10) days.

○ Step 3 of the Grievance Process

- Time Limits: Time limits set forth in this procedure must be followed unless extended for good cause at the discretion of the GME office. A Resident who fails to meet the time limits for appealing the Program decision may be deemed to have withdrawn the appeal.
- Burden of Proof: The appealing resident has the burden to demonstrate, by clear and convincing evidence, that the decision issued by the program was arbitrary and capricious. "Clear and convincing evidence" means the evidence presented by the Resident is highly and substantially more probable to be true than not. "Arbitrary and capricious" means there was no reasonable basis for the Program's decision.
- Appeal of DIO Decision: A resident may appeal a DIO corrective action as follows:
 - To initiate the appeal process, the Resident must submit a written appeal to the GME office within five (5) business days of receipt of the DIO decision being appealed. The Resident appeal should state the facts upon which the appeal is based, the reason(s) the resident believes the DIO decision was in error, and the remedy requested.
 - The GME office will appoint an ad hoc Review Panel to hear the resident appeal. The Review Panel will consist of one program director (from a different residency/fellowship program or, if there is only one Residency/fellowship program, then a representative from the Graduate Medical Education Committee (GMEC)) acting as chairperson, and two additional faculty members (from a different Residency/fellowship program or, if there is only one residency/fellowship program, then two representatives from the SCMA Board).
 - The Review Panel will schedule the appeal hearing and notify the GME office of the hearing date. Schedules permitting, the appeal hearing should occur within thirty (30) business days from the Review Panel receipt of the Resident appeal.
 - The GME office will send a Hearing Notice to the Resident. The Hearing Notice will contain the names of the Review Panel members, the date, time and location of the appeal hearing, and the deadline to submit evidence. The resident should receive at least ten (10) business days notice of the hearing date.
 - Any evidence the resident wants the Review Panel to consider must be submitted to the Review Panel at least five (5) business days prior to the appeal hearing. Submissions should contain any evidence (including witness statements and written, recorded, or electronic material) believed to be relevant to the appeal. Failure to submit evidence in that time and manner may result in the material not being considered by the Review Panel.

- The GME office will facilitate exchange of evidence between the Resident and the Program Director and will provide copies of all evidence to the Review Panel.

Appeal Hearing

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- The Review Panel chairperson has wide discretion with respect to conducting the appeal hearing. In general, appeal hearings will proceed according to the following format:
 - The Program Director may make a presentation to the Review Panel for up to twenty (20) minutes.
 - The Resident may make a presentation to the Review Panel for up to twenty (20) minutes.
 - The Program Director will have up to ten (10) minutes to respond to the statements made by the resident.
 - The Resident will have up to ten (10) minutes to respond to the statements made by the program director.
 - Review Panel members may ask questions of the Resident and/or the program director
 - Witnesses other than the Program Director and the Resident will not be permitted to participate in the appeal hearing unless requested by the Review Panel. In the event the Review Panel elects to hear from additional witnesses, the Program Director and the resident may question those witnesses.
 - The Review Panel and the Program Director will be assisted during the appeal process and accompanied at the appeal hearing by SCMA attorneys.
 - The Resident may be assisted during the appeal process and accompanied at the appeal hearing by an advisor of the Resident's choosing, who may be an attorney at the resident's own expense
 - Advisors and attorneys may consult with the parties but will not actively participate in the appeal hearing.
 - Appeal hearings are confidential. Only participants, advisors or attorneys, and Review Panel members may attend.
 - Panel Deliberation and Decision:
 - Following the appeal hearing, the Review Panel will deliberate privately.
 - Their final decision will be made by a majority vote of the Review Panel members.
 - The Review Panel will prepare a written decision setting forth its conclusions and its reasoning in support of those conclusions.
 - The Review Panel discussion will be sent to the Resident, the Program Director and the DIO within 10 business days after the hearing.
- Residents or faculty supervisors, during any step in the process, may avail themselves of advice from legal counsel, but it is encouraged that the general process be followed, whenever possible.
- It is expected that Residents and/or former Residents will initiate and follow through with the process in a reasonable amount of time following the incident or onset of concerns and that management responses and determinations will be made in a timely manner that is appropriate to the issue under investigation.

- It is understood that Residents electing to utilize this process will be treated courteously and that cases will be handled confidentially and discreetly, to the greatest extent possible. No Resident will be subjected to discourteous treatment, recrimination or retaliation resulting from recourse to the grievance procedure.

SCMA GME CONSORTIUM POLICY & PROCEDURE TITLE:

Vacation and Leave of Absence Policy

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Background: As required by Section IV.H.1 of the ACGME Institutional Requirements, the Sponsoring Institution must have written policies and procedures for Resident vacation and leaves of absence (“LOA”), consistent with applicable federal and state laws, and consistent with ACGME Institutional and Common Program Requirements. Additionally, the Sponsoring Institution must monitor each of its programs for compliance.

Policy:

LOA generally and broadly refers to Resident requests to take leave from work to manage any of a variety of personal and family needs: personal or family illness, pregnancy, military service, etc. Residents MUST follow the procedure/guidelines of their training program in requesting, approving, and scheduling LOA. Failure to follow departmental and program procedures may result in the request not being approved. Each Resident must submit a leave request in writing to their Program Director, or their designee. Program Directors, or their designee, have the final authority to approve Program Approved LOA requests. The total time allowed away from a GME program in any given year or for the duration of the GME program will be determined by the requirements of the applicable specialty board and will be tracked by each program. Board requirements override SCMA GME Consortium policy, or hospital permitted LOA, with the exception of federally protected time. LOA in excess of board allowance will cause training period extension. Extension of training is at the discretion of the Program Director, based on achievement of competency level, case logs, clinical competency committee (“CCC”) feedback, board requirements, and availability of funding and approved complement. Residents are encouraged to refer to the specialty board for specific details. All leave is to be used during the contract year in which it is accrued. It may not be carried over from one contract year to the next. Leave time is prorated for contract periods less than one (1) year. No payment for unused leave days will be made to a Resident voluntarily or involuntarily leaving the program during the contract period.

Program Directors will need to report availability (or lack thereof) of resources resulting from leaves of absences to the Department Chair, GME Director, and/or DIO when approving leave.

Leave Categories and Allocations:

Program Approved Leave

Annual Leave: All Residents will receive up to twenty (20) weekdays of annual leave per contract year. Annual leave must be used for any time away from the program not covered by other leave benefits below, including board exams, Step 3, and interviews. Program in-training exams do not require leave time.

Conference Leave: A Program Director may authorize paid leave for a Resident in good standing to present at local, regional, or national educational meetings. Such paid leave is limited up to five (5) days each contract year, is not considered part of Resident annual leave, and may not be carried forward to

subsequent years. Conference leave must be preapproved at least eight (8) weeks in advance.

Sick Leave: Residents will each be allocated up to ten (10) days of sick leave at the beginning of each contract year. Sick leave is to be used in increments of no less than a full day for any health impairment that disables an employee from full and proper performance of duties when the Resident is scheduled to work (including illness caused or contributed by pregnancy when certified by a licensed physician). Residents may be required after three (3) full or partial days of absence for medical reasons (consecutive or non-consecutive days) in any 30-calendar day period, to provide medical certification from the Resident's physician before any additional absence for medical reasons will be approved. A Resident who is discovered to have obtained sick leave pay under false pretenses is subject to disciplinary action, up to and including termination, subject to GMEC review. A Resident suffering from a medical situation necessitating use of sick leave without prior approval must notify the Program Director as soon as possible. Health related appointments may be used in half-day increments as needed.

Domestic Violence Leave: Residents may be provided one (1) additional day per contract year if the Resident or a family or household member is a victim of domestic violence (additional time beyond one (1) day must use accrued or unpaid leave and Residents must be allowed at least 3 (three) days total in any 12-month period, if needed). Except in cases of imminent danger to the health or safety of the Resident or to the health or safety of a family or household member, Residents seeking Domestic Violence leave must provide the program advanced notice of the leave. Domestic Violence leave does not require written approval or documentation.

GME and Program Approved Leave

Medical/Parental/Caregiver: All Residents will receive Medical/Parental/Caregiver leave per qualifying event up to max of ten (10) days per contract year, with the exception of first-time leave further explained below.

Residents may elect to take Annual Leave and Sick Leave collectively with Medical/Parental/Caregiver Leave. Residents may also qualify for FMLA leave which will run congruent with all paid leave available. A Leave of Absence form must be completed and submitted for approval to both the Program Director and GME Office. Residents can use medical/parental/caregiver leave to cover absences related to parental leave (birth, adoption, placement for adoption, or fostering), a personal illness/injury, or immediate family member illness/injury. For purposes of this policy, immediate family includes spouse, domestic partner, grandparents, parents, stepparents, brothers, sisters, children, and grandchildren of both the Resident and the spouse.

Eligibility for medical leave will require a medical certification from the Resident's physician and will be approved under the same conditions provided under the Family Medical Leave Act (FMLA). Leave due to serious illness, injury, or pregnancy will be used in conjunction with available leave under the FMLA.

Parental leave can be taken after delivery or adoption of a child and within 90 days of the event. Eligibility for caregiver leave will require a medical certification from the Resident's family member physician and will be approved under the same conditions provided under FMLA. When possible, Residents must seek advanced approval from the Program Director to ensure optimal planning time for schedules and discuss impact on board eligibility.

For first time Medical/Parental/Caregiver Leave, Residents will be given at minimum six (6) weeks of cumulative leave with one (1) week of Annual Leave reserved for use outside of the six weeks. The program, along with the Sponsoring Institution, will provide Residents with at least the equivalent of 100 percent of their salary for the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence taken. In accordance with ACGME policy for first-time Medical/Parental/Caregiver Leave, Residents are allowed 6 weeks of paid leave with 1 week of Annual Leave available to use outside the leave event. The 6 weeks of paid leave should be from a combination of Annual, Sick, and Medical/Parental/Caregiver leave. The one week of annual leave available to use outside the Medical/Parental/Caregiver leave event can occur either before or after the Medical/Parental/Caregiver leave event.

Family Medical Leave Act (FMLA): Residents may take up to a total of twelve (12) weeks leave under FMLA if the Resident meets the qualifications stated in the FMLA. All current, unused Parental/Medical/Caregiver Sick or Annual Leave available shall be used as continuing compensation during the FMLA leave. No other compensation is available. FMLA time will run concurrently with any paid or unpaid time taken, so as not to exceed a total leave time of twelve (12) weeks, beginning with the first day of the qualifying event. If both parents are SCMA GME Consortium Residents, a combined total of 12 weeks of parental leave is allowed as prescribed by the FMLA.

Unpaid leave: Residents must utilize available annual, sick, and Medical/Parental/Caregiver Leave balances before going on unpaid leave unless saving 1 week of annual leave is necessary to remain in compliance with the ACGME leave policy. After a Resident has exhausted all eligible leave, the Resident will be placed on unpaid leave with approval of the Program Director. Continuation of salary and benefits are at the discretion of the GMEC on extended LOA (exceeding the total of leave available). Benefits, however, will not continue for more than six (6) months.

Military: Military-Related Leave, to include Military Caregiver Leave and Qualifying Exigency Leave, may be available in connection with certain service-related medical and non-medical needs of family members. The SCMA GME Consortium will use the hospital's leave policies/procedures tied to military leave qualification and procedures.

Bereavement Leave: In the event of death in the immediate family, the Resident may be granted up to four (4) days of Bereavement Leave to attend the funeral and assist in estate settlement. A miscarriage is included in this definition of

death in the immediate family. The Leave of Absence form must be completed and submitted for approval of the Program Director.

Unexcused Absence: If a Resident does not show up for assigned hours, including night call, without notifying the Chief Resident or Program Director, the absence will be considered unexcused and subject to progressive discipline up to and including dismissal. Unexcused time will be taken as leave from the Resident's leave entitlement. A Resident who fails to report to work for three (3) consecutive days without notification is considered to have abandoned their position.

Holiday Policy: GMEC Residents follow the holiday schedule of the program and training site where the Resident rotates at the time. If the Resident is utilizing annual, sick, or Parental/Medical/Caregiver Leave and if the rotation site is closed on a holiday that the facility observes, the Resident does not need to count the holiday day against the leave balance with approval of the Program Director.

Religious/Cultural Holidays and Activities: The SCMA GME Consortium follows the hospital policies where the Resident is employed.

SCMA GME CONSORTIUM POLICY & PROCEDURE TITLE:

Physician Impairment Policy

Page | 16 **Background:** As required by Section IV.I.2 of the ACGME Institutional Requirements, the Sponsoring Institution must have written policies and procedures, not necessarily GME-specific, which addresses physician impairment. Additionally, the Sponsoring Institution must monitor each of its programs for compliance.

Policy:

This policy applies to physician impairment, defined for purposes of this policy as any damage or decline in physical or cognitive function due to: (1) medical or psychiatric illness, or (2) abuse of alcohol, illegal prescription drugs, prescription drugs, illicit drugs or other substances. It applies specifically to Residents and fellows in the SCMA GME Consortium, understanding that impairment of participating faculty most likely will fall under policies of their respective hospital medical staffs ([Link](#)).

This policy will be administered by the applicable program director (or his/her designee) in consultation with the DIO, the GME Office, and/or the Medical Directors of the affiliated hospitals where an involved Resident is engaged in training.

All Residents agree, as a condition of resident status, to undergo a clinical examination arranged by their program director to evaluate impairment. Such clinical examinations may include collection of a urine sample. Residents also agree to adhere to the currently established procedures for identification, treatment, monitoring, and return to work due to suspected or proven impairment.

All Residents further agree to comply with all applicable affiliated teaching hospital policies throughout their term of employment.

Substance Abuse Policy

Residents are prohibited from:

1. providing patient care or performing other training-related responsibilities while in an impaired state resulting from the use of alcohol, a controlled substance, an illegal substance, or any other substance, including but not limited to non-prescription drugs;
2. selling or using alcohol, controlled substances, illegal substances or any other substances in violation of any applicable State or Federal law; and
3. possessing any illegal substances.

Medications legally prescribed for the Resident may be used as directed. Any resident in possession of a legally prescribed controlled substance must report such possession to the employee health services office in the hospital in which the resident is training upon receipt of such prescription.

A resident who violates this policy must self-report such violations to his/her program director (or the program director's designee), or the administrator in the hospital employee health services office. Residents may also self-report a suspected impairment issue using the following link ([Link](#)).

Any resident or faculty member who has reason to believe that a resident possesses, sells, and/or uses any substance in violation of this policy or is otherwise impaired or potentially impaired, shall report such knowledge or evidence to the program director or his/her designee.

SCMA GME CONSORTIUM POLICY & PROCEDURE Title:

Physician Discrimination, Harassment & Retaliation Policy

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Background: As required by Section IV.I.3 and Section IV.I.5 of the of the ACGME Institutional Requirements, the Sponsoring Institution must have written policies and procedures, not necessarily GME-specific, prohibiting discrimination in employment and in the learning and working environment, and covering sexual and other forms of harassment, that allows Residents access to processes to raise and resolve complaints in a safe and non-punitive environment and in a timely manner consistent with all laws and regulations. Additionally, the Sponsoring Institution must monitor each of its programs for compliance.

Policy:

The SCMA GME Consortium does not tolerate and prohibits discrimination or harassment of or against our Residents, job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, related medical conditions and lactation), gender identity or gender expression (including transgender status), sexual orientation, marital status, military service and veteran status, disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances (referred to as “protected characteristics”). The SCMA GME Consortium also prohibits retaliation as defined below.

The SCMA GME Consortium is committed to a workplace free of discrimination, harassment and retaliation. These behaviors are unacceptable in the workplace and in any work-related settings such as remote work settings, business trips and SCMA GME Consortium sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, colleague, patient, vendor or other third party. In addition to being a violation of this policy, discrimination, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws and ordinances also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws and ordinances are unlawful.

Discrimination Defined. Discrimination under this policy generally means treating differently or denying or granting a benefit to an individual because of the individual’s actual or perceived protected characteristic.

Harassment Defined. Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual based on or because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state, or local laws and ordinances. Because it is difficult to define unlawful harassment, Residents and employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined. Sexual harassment includes harassment on the basis of sex or gender (including pregnancy, childbirth, related medical conditions and lactation), gender identity or gender expression (including transgender status), and/or sexual orientation. Sexual harassment includes unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature or which is directed at an individual because of that individuals' sex or gender (including pregnancy, childbirth, related medical conditions and lactation), gender identity or gender expression (including transgender status), and/or sexual orientation when:

Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or

Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or

The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of conduct that violates this policy include:

- unwelcome flirtations, leering, whistling, touching, pinching, assault, brushing up against someone's body, blocking normal movement
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene or vulgar gestures, posters, or comments
- sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies
- propositions, or suggestive or insulting comments of a sexual nature
- derogatory cartoons, posters, and drawings
- sexually-explicit e-mails or voicemails
- uninvited touching of a sexual nature
- unwelcome sexually-related comments
- comments, inquiries, or gossip about one's own or someone else's sex life or sexual activities
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's gender

Retaliation Defined. Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation of discrimination, harassment or retaliation.

“Adverse conduct” includes but is not limited to: any action that would discourage or keep an individual from reporting discrimination, harassment or retaliation; shunning and avoiding an individual who reports discrimination, harassment or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting discrimination, harassment or retaliation; and denying employment benefits because an applicant or Resident reported discrimination, harassment or retaliation or participated in the reporting and investigation of discrimination, harassment or retaliation.

Reporting Procedures. The following steps have been put into place to ensure the work environment is free of discrimination, harassment and retaliation. If a Resident believes someone has violated this policy, the Resident should promptly report the incident as provided in the policy of the hospital where the violation occurred, and also should immediately be brought to the attention of the Designated Institutional Officer. If either of these individuals is the person toward whom the complaint is directed, you should contact any higher level manager in your reporting chain for the hospital, and the SCMA CEO for the SCMA GME Consortium.

Every supervisor or manager level employee who learns of any Resident’s concern about conduct in violation of this policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy must immediately report the issues raised or conduct to their supervisor.

Investigation Procedures. Upon receiving a complaint, the SCMA GME Consortium will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy that is fair for all parties. To the extent possible, we will endeavor to keep the reporting Resident’s concerns confidential. However, complete confidentiality may not be possible in all circumstances. Residents are required to cooperate in all investigations conducted pursuant to this policy.

During the investigation, the SCMA GME Consortium generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

Upon completion of the investigation, the SCMA GME Consortium will determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The SCMA GME Consortium will inform the complainant and the accused of the results of the investigation.

In the event the SCMA GME Consortium determines that a violation of this policy has occurred, it will work with the appropriate hospital to ensure a safe work environment for the individuals who experienced the complained-of conduct. If the conduct is with a SCMA GME Consortium employee, we will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy if such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the SCMA GME Consortium determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination. This includes individuals engaging in discrimination, harassment or retaliation, as well as supervisors or managers who fail to report violations of this policy, or knowingly allow prohibited conduct to continue. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

Remember, we cannot remedy claimed discrimination, harassment or retaliation unless you bring these claims to the attention of management. Please report any conduct which you believe violates this policy.

SCMA GME CONSORTIUM POLICY & PROCEDURE TITLE:

Accommodation for Disabilities

Background: As required by Section IV.I.4 of the ACGME Institutional Requirements, the Sponsoring Institution must have written policies and procedures, not necessarily GME-specific, regarding accommodations for disabilities consistent with all laws and regulations. Additionally, the Sponsoring Institution must monitor each of its programs for compliance.

Policy:

It is the policy and intent of the SCMA GME Consortium to comply fully with the requirements of the Americans with Disabilities Act of 1990 as amended by the Americans with Disabilities Act Amendments Act of 2008 and future amendments, and all other federal and state laws and regulations prohibiting discrimination and assuring accessibility based on disability. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities, or be subjected to discrimination or lack of access, as provided by law. The SCMA GME Consortium will strictly adhere to the related policies of the SCMA and those of the participating hospitals ([Link](#)). Enforcement of all policies will be charged to the Program Directors in conjunction with the DIO.

The SCMA GME Consortium will not discriminate against any Resident/Fellow or applicant because of physical or mental disability in regard to any position for which the Resident/Fellow or applicant is otherwise qualified. This includes, but is not limited to, recruitment, selection for training, training, evaluation, corrective action or other disciplinary action, including without limitation, non-promotion, non-renewal and dismissal. A Resident/Fellow is qualified if they can perform the essential functions of their Program, with or without a reasonable accommodation. All residents must meet the essential clinical as well as academic requirements of the post-graduate medical education program, which are set forth by the SCMA GME Consortium and the hospital where training occurs.

Definition: The term "person(s) with disability(ies)" means any person who:

1. Has a physical or mental impairment which substantially limits one or more of such person's major life activities;
2. Has a record of such impairment; or
3. Is regarded as having such impairment. A person with disabilities is "substantially limited" if there is a significant restriction on their ability to perform their duties as a resident/ fellow in a reasonably independent manner. Whether a person has a substantial limitation will be determined under applicable law, based on the specific facts and circumstances. A person does not have a disability for purposes of this policy if they
 - Have a current condition of addiction; or
 - Have a currently communicable disease or infection that is a direct threat to the safety of patients or other persons or makes the resident/fellow unable to perform the essential functions of the residency/fellowship position.

Request for Reasonable Accommodation: A request for reasonable accommodation may be made at any time prior to or during residency/fellowship training. Requests involving the SCMA GME Consortium, such as during the application phase, should be made to the Designated Institutional Officer. The SCMA GME Consortium has a collaborative process that relies on active participation and communication between the Resident/Fellow and the SCMA GME

Consortium. The SCMA GME Consortium is committed to considering requests for reasonable accommodations made by Residents with known disabilities who can meet the clinical and academic requirements of their residency program as set forth. Request for a reasonable accommodation during the residency program should be made by utilizing the training hospital's process and also notifying the SCMA GME Consortium's Designated Institutional Officer, who will monitor for a prompt response once informed of the request. Note that neither the GME Consortium or the hospital will be able to approve a request for accommodation that is unduly costly, extensive, substantial or disruptive, or that would fundamentally alter the nature or operation of the Program, will be considered an "undue hardship" for which there is no obligation to make a reasonable accommodation.

Confidentiality of Records: All medical-related information is kept confidential and maintained separately from other resident records. However, supervisors and managers may be advised of information necessary to make the determinations they are required to make in connection with a request for an accommodation.

SCMA GME CONSORTIUM POLICY & PROCEDURE TITLE:

Resident Supervision Policy

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Background: As required by Section IV.J.1. of the ACGME Institutional Requirements, the Sponsoring Institution must have written policies and procedures regarding supervision of residents/fellows. Additionally, the Sponsoring Institution must monitor each of its programs for compliance.

Policy:

Residents of the SCMA GME Consortium must be supervised by faculty physicians in a manner that is consistent with the Accreditation Council for Graduate Medical Education (ACGME) Institutional and common program requirements and requirements for the applicable residency program. There must be sufficient institutional oversight to ensure that trainees are appropriately supervised; appropriate supervision meaning that the Resident is supervised by the teaching faculty in such a way that the Resident assumes progressive responsibility according to their level of education, proven ability, and experience

Procedure

- Each program must have a supervision policy that is available to Residents, faculty members, other members of the health care team, and patients.
 - It is the responsibility of the individual Program Directors to establish detailed written policies describing trainee supervision at each level for their residency/fellowship programs in accordance with institutional policies and ACGME requirements.
 - The Program Director will provide explicit written descriptions of lines of responsibility for the care of patients, which will be made clear to all members of the teaching teams.
 - The program must define when physical presence of a supervising physician is required.
- Residents will be given a clear means of identifying supervising physicians who share responsibility for patient care on each rotation.
- The Program Director will use the following levels of supervision and their correlating definitions:
 - Direct Supervision:
 - The supervising physician is physically present with the Resident during the key portions of the patient interaction.
 - The supervising physician and/or patient is not physically present with the Resident and the supervising physician is concurrently monitoring the patient care through appropriate telecommunication technology.
 - Indirect Supervision:
 - The supervising physician is not providing physical or concurrent visual or audio supervision but is immediately available to the Resident for guidance and is available to provide appropriate direct supervision.
- Oversight – The supervising physician is available to provide review of procedures/encounters with feedback provided after care is delivered.
- Each Resident must know the limits of their scope of authority, and the circumstances under which the Resident is permitted to act with conditional independence.

- As the Resident's supervision level evolves, the description of their responsibilities must include identification of the mechanisms by which the participant's supervisor(s) and Program Director make decisions about each resident's progressive involvement and independence in specific patient care activities.
- Senior Residents should serve in a supervisory role of junior Residents with appropriate patients, provided the junior Residents have demonstrated progress in the training program.
- In each program, there will be circumstances in which Residents must verbally communicate with appropriate supervising faculty, regardless of training level and experience. Programs must identify and put in writing circumstances in which verbal communication with Supervising Faculty is necessary. At a minimum, these circumstances must include:
 - Emergency admission
 - Consultation for urgent condition
 - Transfer of patient to a higher level of care
 - Code Blue Team activation
 - Change in DNR status
 - Patient or family dissatisfaction
 - Patient requesting discharge AMA
 - Patient death
- Residents will be assigned a faculty supervisor for each rotation or clinical experience (inpatient or outpatient). The faculty supervisor will provide to the Program Director a written evaluation of each Resident's performance during the period that the Resident was under their direct supervision. The Program Director will structure faculty supervision assignments of sufficient duration to assess the knowledge and skills of each Resident and delegate the appropriate level of patient care authority and responsibility.
- In addition, the Program Director must evaluate each Resident's abilities based on specific criteria established by the faculty of the training program. These criteria will be guided by national standards-based criteria when such are available.
- The Resident is protected in a manner that is free from reprisal which ensures they can raise concerns and provide feedback in a confidential manner without intimidation or retaliation. If a Resident feels that they are not adequately supervised by program faculty, the first contact will be the Program Director. If these individuals are not available or the Resident does not feel comfortable approaching the Program Director, the next contact is the Designated Institutional Official. Finally, if the Designated Institutional Official cannot be reached, the medical staff department chair is contacted, and appropriate supervision is arranged.
- If the issue of inadequate supervision is raised, it will be discussed immediately at an ad hoc Graduate Medical Education Committee (GMEC) meeting (or Affiliate GMEC as circumstances dictate). A trend of inadequate supervision may prompt a special review of the program.
- Faculty will be held to this policy and program-level supervision policies as part of a contract that they must sign prior to participation in the program. If a faculty member fails to provide adequate supervision per these policies, they will face remediation, which could result in removal as program faculty

SCMA GME CONSORTIUM POLICY & PROCEDURE TITLE:

Clinical and Educational Work Hours Policy

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Background: As required by Section IV.K. of the ACGME Institutional Requirements, the Sponsoring Institution must have written policies and procedures for Residents that ensures effective oversight of institutional and program-level compliance with ACGME clinical and educational work hour requirements. Additionally, the Sponsoring Institution must monitor each of its programs for compliance.

Policy:

Medical care at facilities sponsored by the SCMA GME Consortium will be provided by healthy, alert, responsible and responsive Residents through creation of a balanced environment between education and patient care. Resident Clinical Experience and Education Hours will be consistent with the Accreditation Council for Graduate Medical Education (ACGME) Institutional, Common and Program Requirements that apply to each residency and fellowship program.

Definitions:

- Clinical Experience and Education Hours – Clinical and academic activities related to the residency or fellowship program, i.e. patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient-care, time spent in-house during call activities, all moonlighting activities, research activities, and scheduled academic activities such as conferences.
- In-house Call – Clinical Experience and Education Hours beyond the normal workday when Residents are required to be immediately available in the assigned institution.
- At-home Call – Call taken from outside the assigned institution.
- Scheduled Clinical Experience and Education periods – Assigned duty within participating sites/Clinical Learning Environment in the education program encompassing hours which may be within the normal work day, beyond the normal work day, or a combination of both.
- Night Float – A residency rotation in which one or more Residents are assigned to night duty, with little or no daytime responsibilities. Night Float responsibilities begin and end at set times. During the period of coverage, a Night Float Resident will cover phone calls about already-admitted patients (cross-coverage) and admit new patients to the covered service. Daytime Residents must sign out to Night Float residents in the evening and receive sign out from Night Float the following morning. A Night Float system is meant to protect residency work-hour restrictions, ensure sufficient periods of rest for both day and night Residents, and provide continuous coverage for hospitalized patients through use of accurate and thorough transitions of care handoff procedures.

Maximum Hours of Clinical and Educational Work per Week

- Clinical and educational work hours must be limited to no more than 80 hours per week, averaged over a four-week period, inclusive of all in-house clinical and educational activities, clinical work done from home, and all moonlighting.

Mandatory Time Free of Clinical Work and Education

- Residents must have eight 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 must be scheduled for a minimum of one-day in seven free of clinical work and required education (when averaged over four weeks). At-home call cannot be assigned on these free days.
- There may be circumstances when residents choose to stay to care for their patients or return to the hospital with fewer than eight hours free of clinical experience and education. This must occur within the context of the 80-hour and the one-day-off-in-seven requirements

Maximum Clinical Work and Education Period Length

- Clinical and educational work periods for Residents must not exceed 24 hours of continuous scheduled clinical assignments.
- 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.

Clinical and Educational Work Hour Exceptions

- 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:
 - to continue to provide care to a single severely ill or unstable patient
 - humanistic attention to the needs of a patient or family; or,
 - to attend unique educational events.
- These additional hours of care or education will be counted toward the 80-hour weekly limit.
- A Review Committee may grant rotation-specific exceptions for up to 10 percent or a maximum of 88 clinical and educational work hours to individual programs based on a sound educational rationale.
 - In preparing a request for an exception, the Program Director must follow the clinical and educational work hour exception policy from the ACGME Manual of Policies and Procedures.
 - Prior to submitting the request to the Review Committee, the Program Director must obtain approval from the Sponsoring Institution's Graduate Medical Education Committee (GMEC) and DIO

In-House Night Float

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

Maximum In-House On-Call Frequency

- Residents must be scheduled for in-house call no more frequently than every third night (when averaged over a four-week period).

At-Home Call

- Time spent on patient care activities by Residents on at-home call must count toward the 80-hour maximum weekly limit.
- The frequency of at-home call is not subject to every third night limitation but must satisfy the requirement for one day in seven free of clinical work and education, when averaged over four weeks.
- 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 inpatient patient care must be included in the 80- hour maximum weekly limit.

SCMA GME CONSORTIUM POLICY & PROCEDURE TITLE:

Moonlighting Policy

Background: As required by Section IV.K.1. of the ACGME Institutional Requirements, the Sponsoring Institution must maintain written policies and procedures for residents on Moonlighting consistent with ACGME Institutional and Common Program Requirements. Additionally, the Sponsoring Institution must monitor each of its programs for compliance.

Policy:

- Moonlighting is defined as voluntary, compensated, medically-related work performed outside the duties of the resident training program. Moonlighting includes work at any sponsored Clinical Learning Environment and work outside the institution (external moonlighting).
- Residents may not be required to engage in moonlighting.
- Moonlighting must not interfere with the ability of the Resident to achieve the goals and objectives of the educational program and must not interfere with resident fitness for work nor compromise patient safety.
- Moonlighting is prohibited unless specifically approved in advance by the Program Director. Such approval must be in writing and will be made a part of the resident evaluation file and hours worked must be reported as such.
- Time spent by Residents in internal and external moonlighting must be counted toward the 80-hour maximum weekly limit.
- PGY-1 Residents are not permitted to moonlight.
- Neither the hospital nor the SCME GME Consortium provide professional liability coverage for duties assumed outside of the hospital and, therefore, residents should obtain written verification of coverage and limits carried by the host institution or employer.
- The individual programs will be responsible for monitoring clinical, education, and moonlighting work hours through the residency management software system to ensure compliance.
- Individual programs will be responsible for monitoring the effect of moonlighting activities on Resident performance in the program, including adverse effects that may lead to withdrawal of permission to moonlight.
- On occasion and if deemed in the best interest of the SCME GME Consortium, the residency program and/or the resident, GMEC may prohibit Moonlighting

SCMA GME CONSORTIUM POLICY & PROCEDURE TITLE:

Vendor Relation Policy

Background: As required by Section IV.L of the ACGME Institutional Requirements, the Sponsoring Institution must maintain a written policy that addresses interactions between vendor representatives/corporations and Residents/fellows and each of its ACGME-accredited programs

Policy:

The purpose of this policy is to set forth guidelines for appropriate vendor access and solicitation of Residents participating in SCMA GME Consortium residencies.

A vendor, by definition, is a company that either produces or markets drugs, devices, nutritional products, or other products or services. It includes its salesforce and representatives. The SCMA GME Consortium recognizes that vendors are a part of the medical care environment and cannot be responsibly disregarded. While the intrinsic goal of vendors is to sell and make their clinical products available to providers, vendors provide value to the Clinical Learning Environment in several meaningful ways:

- They provide information on cutting edge technologies and therapeutic strategies that enhance patient care and physician education
- Vendors possess substantial resources that, when applied ethically and positively, will enhance the Clinical Learning Environment. These include
 - Sponsorship of educational programs (e.g., speakers, seminars, etc.)
 - Research grants
 - Funding and other resources for patient education
 - Sponsorship of post graduate fellowships/residencies
- Vendors make their products and technologies available to patients who do not have means to afford them

Vendor Oversight Committee

GMEC will form and charge a Vendor Oversight Committee (VOC) comprised of two members of GMEC (one of whom will be chair), two faculty members, two Residents and a legal representative from the SCMA. The VOC will vet all vendors (who must first be pre-approved by the hospital), vendor products, vendor proposed projects and incentives offered by the vendor. The VOC will assure an 'arms-length' relationship between vendor projects/ incentives and the vendor product utilization. All conflicts of interests will be policed by the VOR. The VOR will provide a standing report at each GMEC meeting.

It is understood that Residents must comply with any/all hospital/medical staff policies as it relates to vendors. It is the responsibility of the GMEC office to provide proper education to all Residents about vendor interactions during orientation. It is the responsibility of the resident to address any concerns about a vendor with their supervising physician.

SCMA GME CONSORTIUM POLICY & PROCEDURE TITLE:**Non-Competition Policy**

Background: As required by Section IV.M of the ACGME Institutional Requirements, the Sponsoring Institution must maintain a written policy that prohibits the Sponsoring Institution, the ACGME-accredited program or the hospital from issuing non-compete/ restrictive covenants to its residents/fellows. Additionally, the Sponsoring Institution must monitor each of its programs for compliance.

Policy:

Residents training in SCMA GME Consortium sponsored ACGME accredited programs will not be held to non-compete clauses even if the hospital has such clauses for its employed doctors. Instead:

- Neither the Sponsoring Institution nor any of its ACGME-accredited programs will require a Resident to sign a non-competition guarantee or restrictive covenant.
- SCMA GME Consortium GME programs will never require a Resident training in an ACGME-accredited program to sign a non-compete document nor restrict where the resident physician trains post-residency.

SCMA GME CONSORTIUM POLICY & PROCEDURE TITLE:

Substantial Disruption in Patient Care/ Education Policy

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Background: As required by Section IV.N. & IV.N.1. of the ACGME Institutional Requirements, the Sponsoring Institution must have written policies and procedures that address support for each Resident/ fellow in the event of a disaster or other substantial disruption in patient care or education.

Policy:

In the event of a disaster or other substantial disruption whereby the programs of the SCMA GME Consortium are unable to provide an adequate educational experience for all housestaff, the SCMA GME Consortium must arrange for a temporary transfer to other programs/institutions until such time as the residency/fellowship program(s) can provide adequate educational experiences for all housestaff; or assist the housestaff in permanent transfers to other programs/institutions, i.e. enrolling in other ACGME-accredited programs in which they can continue their medical education. In the event of a disaster or substantial disruption, the hospital & the SCMA GME Consortium will continue to provide the same level of financial and administrative support to the extent possible (including continuation of salary, benefits, professional liability coverage, and Resident/fellow assignments) as it did prior to the extraordinary circumstance until transfer of financial and/or administrative support is documented in writing with the receiving institution by executing a memorandum of understanding.

The DIO or designee will follow the policies outlined in ACGME Policies and Procedures 25.0 and notify the ACGME of the Extraordinary Circumstances as soon as reasonably possible and within 10 days of invoking the extraordinary circumstances policy. If the ACGME President and Chief Executive Officer, in consultation with the ACGME Board Chair, determines that a Sponsoring Institution's ability to support graduate medical education has been significantly altered, the ACGME President and Chief Executive Officer shall invoke the Extraordinary Circumstances policy. Upon invocation of the Extraordinary Circumstances policy, a notice shall be posted on the ACGME website with information relating to the ACGME response to the extraordinary circumstances. In this notice, the ACGME shall provide relevant ACGME contact information. (See ACGME Policies and Procedures 25.10). The DIO will immediately convene the Graduate Medical Education Committee (GMEC) and other institutional leadership in order to ascertain the status and operating capabilities of all its training programs.

When the Extraordinary Circumstances policy is invoked, the designated institutional official (DIO), or designee(s), on behalf of the affected Sponsoring Institution, shall:

- a. Contact the ACGME President and Chief Executive Officer, or designee, to provide preliminary information regarding any major changes to the Sponsoring Institution and its programs resulting from the extraordinary circumstances within 10 days of the invocation of the policy.
- b. Provide a plan describing the continuation of Residents/fellows educational experiences and any major changes to the Sponsoring Institution and its programs, consistent with the applicable ACGME Requirements, to the ACGME President and

Chief Executive Officer within 30 days of the invocation of the policy, unless another due date is approved by the ACGME.

c. Arrange timely reassignment of Residents and fellows, including their temporary or permanent transfers to other ACGME-accredited programs as needed to ensure they can continue their education.

d. Ensure that Residents and fellows are prospectively informed of the estimated duration of any temporary transfer to another ACGME-accredited program; and,

e. Ensure that residents/fellows continually receive timely information regarding reassignments, transfer arrangements, and/or major changes to the Sponsoring Institution or its programs.

SCMA GME CONSORTIUM POLICY & PROCEDURE TITLE:

Resident Closure & Reduction Policy

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Background: As required by Section IV.O. of the ACGME Institutional Requirements, the Sponsoring Institution must maintain a written policy that addresses GMEC oversight of reductions in size or closure of each of its ACGME-accredited programs (or closure of the Sponsoring Institution).

Policy:

SCMA leadership, along with the Program Director, Designated Institutional Official (DIO) and Graduate Medical Education Committee (GMEC), will make every effort to avoid the closure of any of its Accreditation Council for Graduate Medical Education (ACGME) accredited residency programs. However, in the event that a closure is precipitated by circumstances beyond its control, the SCMA Board of Directors will inform GMEC, the DIO, and the affected Residents within five (5) business days following a decision regarding program reduction or closure (including intended Institutional closure).

If a decision is made that a training program must decrease in size, the following steps must be taken:

- The GMEC and DIO, through the appropriate Program Director, will inform the Residents within five (5) business days of the decision.
- Complement reductions will be made by first reducing the number of positions available to incoming Residents when possible.
- If it is determined that the reduction must include current Residents of the program, the Program Director and DIO will assist affected Residents in enrolling in an alternative ACGME-accredited program.
- The DIO and GMEC are responsible for monitoring the Resident complement reduction process.

In the event a decision is made that a training program must close, the following steps must be taken:

- The DIO and Program Director must inform the Residents within five (5) business days of the decision.
- The SCMA Consortium will attempt to structure a closure that allows enrolled Residents to complete the program if possible.
- If a program must be closed before one or more Residents are able to complete their required training, the Program Director and DIO will work closely with the Resident(s) to assist them in enrolling in another ACGME accredited program(s) to continue their education.
- The DIO and GMEC will be responsible for monitoring the closure process

The DIO must notify the ACGME of the residency reduction or closure and arrange to keep in contact with the ACGME throughout the process. The DIO must also abide by all ACGME policies and procedures pertinent to GME-residency reduction or closure.