POLICY & PROCEDURE: EVALUATION, MATRICULATION, & PROGRESSIVE DISCIPLINE

POLICY SUMMARY/INTENT:
Adventist Health Ukiah Valley (AHUV) utilizes a progressive discipline process to evaluate, provide constructive feedback, and resolve employment issues to successfully graduate qualified residents.

DEFINITIONS:
1. Agreement – Annual Resident Training Agreement is the contract between the institution and the resident.
2. ACGME – Accreditation Council for Graduate Medical Education
3. GME – Graduate Medical Education
4. GMEC – Graduate Medical Education Committee
5. DIO – Designated Institutional Officer
6. Grievance Policy – Resident Grievance Policy established to assist in clarifying and/or resolving misunderstandings during the term of the agreement. (#11860)
7. Promotion Policy – Resident Promotion and Graduation Criteria Policy provides the criteria for matriculation and graduation. (#11846)

AFFECTED DEPARTMENTS/SERVICES:
1. Family Medicine Residency Program

POLICY: COMPLIANCE – KEY ELEMENTS

A. PERFORMANCE EVALUATION

1. Residents are involved in a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities. Their competence, knowledge, skills, and professional growth
is evaluated on at least a semi-annual basis. An unsatisfactory evaluation can result in required remedial activities, temporary suspension from duties, or termination from the GME Program. The GME Program maintains a confidential record of the evaluations.

2. The evaluation is a summary prepared by the Program Director (or designee) which is based upon individual evaluations or incident reports submitted by faculty members, other residents, nursing staff or other professional staff to the Program Director. Most evaluation information will be gathered from electronic data evaluation reports submitted through New Innovations. In all cases the Resident Promotion and Graduation Criteria Policy (#11846) will be followed.

3. The GME Program will provide periodic written evaluation(s) of resident's performance to the GME Office pursuant to GMEC policy and procedure, to be made as part of resident's permanent academic record. Resident may request copies of the academic evaluations from the GME Office during normal business hours with 10 days written notice.

4. The Program Director (or Designee) will review the written summary evaluation with the resident and will request the resident's signature as verification that the personal review took place.

5. Evaluations will contain an accurate and complete assessment of the resident's performance of assigned clinical and didactic duties as reflected on the resident's written job description. They will be based upon the observations of the faculty members, residents, nursing staff or other professional staff involved in supervising and/or training of the resident. Aspects of a resident's job which were not performed or observed during the review period will not be evaluated. The written evaluation will document any aspects of performance which were not reviewed.

6. Deficiencies in performance of assigned clinical or didactic duties will be described in detail in the performance evaluation. The Program Director may recommend a course of remediation to the resident.

7. Human Resources will be notified of less than satisfactory performance which may lead to corrective action or non-reappointment.

8. Each resident will have an assigned faculty advisor with whom they meet monthly. One of the roles of the advisor will be to help the resident gain insight into their strengths and weaknesses beyond academics. This would include how they interact with co-workers and their communication and listening skills. Residents will be encouraged to reflect on how they demonstrate integrity by choosing ethics over convenience and truth over popularity. The faculty mentor will be able to review any concerns raised by evaluations, staff or patient communications with the resident in private.

B. COMPLAINTS/DIFFERENCES

1. All complaints or differences arising with regard to the services provided hereunder, or the interpretation of the terms of the agreement, and the attachments hereto,
shall be reviewed, investigated, and acted upon by the GMEC and the Medical Center Administration in accordance with Grievance Policy.

C. **REBUTTAL**

The resident has the option of rebutting and/or disputing any evaluation(s) in the permanent academic record with which resident disagrees. Disputes may be dealt with through the Grievance Policy.

D. **INVESTIGATORY LEAVE**

1. A Program Director or DIO may place a resident on investigatory leave, without prior written warning, in order to review or investigate allegations of lack of academic progress, inappropriate behavior or serious misconduct of a nature which, at the discretion of AHUV, requires temporary removal of the resident from patient care duties.

2. Upon conclusion of the investigation, if no dismissal action is taken, the resident will be paid for the leave period. If a suspension or dismissal action is taken against a resident, up to fifteen training days of the investigatory leave may be without salary, provided the notice and response provisions of this policy have been followed before the final decision is made to take such action.

3. Make-up time may be required to meet the educational objectives and certification requirements of the program. Funding for makeup time extending beyond the period of appointment cannot be guaranteed unless confirmed in writing by the Program Director.

E. **REASONS FOR CORRECTIVE ACTION**

Corrective action will be used to notify residents of concerns relating to the resident’s failure to meet the AHUV and ACGME graduate medical education standards. These standards include clinical and didactic training activities, instruction of other medical trainees and professional conduct. In addition, corrective action may be necessary to address problems related to a resident's adherence to the rules, regulations, policies, or procedures governing that resident's participation in the residency program.

F. **TYPES OF CORRECTIVE ACTION**

Corrective action may or may not be progressive. If progressive, corrective actions may occur in sequence to include letters of expectation; warning; and dismissal. Principles of due process will be applied prior to dismissal from the program. Below standard performance evaluations, failure to make expected academic progress or a particular incident can serve as the foundation for the issuance of a letter of expectation, letter of warning or intent to dismiss. Specific sanctions for non-completion of medical records are defined in, and will be carried out in accordance with AHUV Medical Staff Bylaws.

G. **Letter of Expectation:**

Corrective action may begin with a letter of expectation. A letter of expectation may be based upon deficiencies addressed in evaluations or incidence reports. The letter of expectation will describe failure to meet AHUV or ACGME performance standards, including any pertinent
supporting documentation; the improvement expected including any remedial training recommendations; and the probable action which may be taken if immediate and sustained improvement is not achieved. The letter of expectation will also state the resident's right to request review of the action under the Grievance Policy.

H. Letter of Warning

A letter of warning may be a step in the progressive corrective action process if the resident has failed to correct minor deficiencies described in a letter of expectation. A letter of warning may be the first step if corrective action is not progressive. The letter of warning will describe failure to meet AHUV or ACGME performance standards, including any pertinent supporting documentation; the improvement expected including any remedial training recommendations; and the probable action which may be taken if immediate and sustained improvement is not achieved. The letter of warning will also state the resident's right to request review of the action under the Grievance Policy.

I. RECORDS

Records of letters of expectation and warning may be destroyed after three consecutive years during which there has been no further corrective action. The Program Director would initiate this action following consultation with Human Resources. Consideration of the length of the residency program will be factored into such a decision.

J. PROBATION

A resident may be placed on probation as a step in the progressive corrective action process. A resident may be placed on probation as the first step if corrective action is not progressive. A resident may be placed on probation with or without salary from the residency program for period of time not to exceed 10 days for misconduct or serious violation of AHUV policy, including, but not limited to failing to maintain established performance standards, a breach of AHUV policy, or failure to make expected academic progress. The letter of probation shall state the reason for probation and shall include any pertinent supporting documentation. The letter of probation shall advise the resident the effective start and end date of the probation and whether the probation shall be with or without pay. The letter of probation shall advise the resident of his/her right to request review of the action under Grievance Policy.

K. THIRTY-DAY TERMINATION:

Except as provided in Paragraph 18(B) of the Agreement, either party may terminate the AGREEMENT prior to the Expiration Date with thirty (30) days prior written notice. If the Medical Center terminates the agreement, Medical Center may pay Resident 30 days of Financial Support in lieu of thirty (30) day notice, or may use any combination of notice and Financial Support, at the discretion of the DIO. If such termination takes place at the request of the Resident, it is understood and agreed that the Medical Center must be provided with an opportunity for an "exit interview" with the Resident to discuss any comments, differences of opinions, dissatisfactions, or complaints of the Resident. If such termination occurs at the direction of the Medical Center, the Resident retains the right to utilize the Grievance Policy.
L. SUSPENSION/TERMINATION

1. **The AGREEMENT** with Resident may be suspended or terminated by the Program Director, in consultation with the DIO, the GMEC, or the Medical Center Administration at any time if: 1) it is discovered that material facts presented by Resident at the time of application or re-application are misleading or not true, 2) Resident's actions and responsibilities are carried out in conflict with the ethics, principles, and/or philosophy of the medical profession as defined by AHUV, 3) Resident's actions and responsibilities are carried out in conflict with the ethics, principles, as noted in the Code of Conduct, 4) Resident breaches the agreement, or 5) the welfare of any patient may be placed in jeopardy due to any one or more of the following scenarios:

   - Gross act is committed by resident that is not commensurate with good medical practice.
   - Disciplinary action imposed on resident by the Medical Board of California.
   - Resident’s conviction or plea of guilty or nolo contendere to a felony or misdemeanor or any crime involving moral turpitude, including but not limited to substance use or abuse.
   - Resident’s failure to satisfactorily meet the standards of the GME Program or to make reasonable progress towards satisfaction of those standards.
   - Conduct of resident not commensurate with good moral standards including, but not limited to, unprofessional conduct.
   - When it is reasonably believed by Program Director that resident's capacity is diminished by use of drugs or alcohol.
   - When responsible faculty, in conjunction with the Program Director, and/or the Director of Graduate Medical Education or his/her designee, or the Medical Center Administration, believes that the resident's effective capacity has been seriously diminished by emotional, mental or physical factors.
   - Resident’s failure to fulfill GME Program.
   - Resident’s failure to keep charts, records, and reports accurate, up to date, and signed at all times.
   - Resident’s failure to maintain current Basic Life Support (BLS) certification and Advanced Cardiac Life Support (ACLS) at all times.

2. **Authority.** Dismissal will require consultation with the DIO and GMEC. The DIO may extend the time limits as specified below. Dismissal will be reported by the DIO to the Medical Board of California or other appropriate oversight agency, if required by law. At least one written letter of expectation, letter of warning, or probation will **usually** precede dismissal. If the corrective action is not progressive, dismissal may be the first step of corrective action for very serious academic and/or performance deficiencies or
breach of AHUV policy. Dismissal will be the first step when the resident is absent without approval for five consecutive assigned training days.

3. **Letter of Intent to Dismiss.** A written notice of intent to dismiss (aka non-renewal of training agreement) will be given to a resident prior to the final decision regarding dismissal. The notice will: a). state the reason for the intended dismissal and the intended effective date; b). include a copy of the charges and materials upon which the intention to dismiss is based; c). state that the resident has the right to respond either orally or in writing within ten (10) days from the date of issuance of the notice of intent; and d). if the resident is on investigatory leave, state whether it is intended that such leave will be with or without salary.

4. **Written Notice of Dismissal.** After the resident's response or ten (10) days from the date of issuance of the notice of intention to dismiss, whichever is sooner, the resident will be notified in writing of the action to be taken. If it is determined that dismissal is appropriate, the notification will:

   - specify the effective date of dismissal;
   - state the reason for dismissal;
   - if the resident is on an investigatory leave, state whether such leave will be with or without salary; and
   - state the resident's right to grieve the action Grievance Policy.

**If dismissal is not appropriate,** the Program Director will inform the resident of this fact and state what other action, if any, will be taken.

**If the resident's response is a letter of resignation,** the Training Program Director may choose to accept the resignation. If the resignation is accepted, no letter of dismissal will be issued.

When appropriate, the DIO may approve up to fifteen (15) calendar days' salary pay upon dismissal.

**M. GRIEVANCE PROCEDURES AND DUE PROCESS**

In the event: (i) Resident is suspended or terminated for any reason; (ii) Resident is not promoted to the next level of training; (iii) other actions are committed that could significantly threaten Resident’s intended career development or (iv) if any dispute arises concerning Resident’s eligibility to receive a Certificate of Completion of Graduate Medical Education (hereinafter “Certificate”), the Resident may exercise any and all due process rights in accordance with the Grievance Policy established by the GMEC and the Medical Center Administration and the AHUV Employee Handbook, Dispute Resolution Procedures. The Grievance Policy must be utilized if resident wishes to challenge the decision regarding, suspension, termination, or eligibility to receive the certificate, and is a pre-condition to seeking judicial relief. Additional copies may be obtained from the Adventist Health Ukiah Valley GME Office.
N. FINAL AND BINDING DECISION

The final decision reached through the Grievance Policy by the Medical Center Administration shall be final and binding between the parties to the agreement.

O. PROGRAM TRANSFER

Transferring from one Medical Center sponsored GME Program to another Medical Center sponsored GME Program during an appointment period covered by the agreement is prohibited unless:

1. Resident requests in writing to his/her Program Director to be released, and;
2. The request for release is approved in writing by his/her Program Director, and;
3. The request for release is approved by the GMEC. The GMEC, in its sole and absolute discretion, shall determine if there is to be a release from the Agreement. If a release is approved, it is understood that such release shall not take place unless and until there is satisfactory completion of all current obligations and responsibilities of the current GME Program by Resident and such completion is affirmed in writing by the Program Director.

P. RESIDENCY COMPLETION EXIT PROCEDURES

On or before the date of completion of the GME Program, or upon termination, resignation, or non-renewal of the Agreement: 1) all Medical Center property issued to the Resident during the GME Program must be returned to the GME Office; 2) Resident must complete all incomplete or delinquent medical records; and 3) Resident must complete the “GME Office Exit Form” PRIOR to departing from the GME Program.

Q. CERTIFICATE OF COMPLETION

Consistent with the Resident Promotion and Graduation Criteria Policy, the Resident shall be awarded a Certificate of Completion of Graduate Medical Education if the PGY-1 year has been successfully completed at AHUV, if requested. In addition, AHUV will award a Certificate of Completion following the successful completion of the three-year Family Medicine Residency Program. Awarding of a Certificate of Completion is contingent upon the relevant periods of appointment having been completed to the satisfaction of the faculty of the GME Program, the Program Director, and the GMEC. Awarding of such Certificate of Completion will be conditioned upon Resident having, on or before the Expiration Date, returned all Medical Center property delivered to him/her, completed all patient and other records for which he/she is responsible, completed the "Exit Interview Questionnaire", as appropriate, and settled all his/her obligations with the GME Program, the GME Office, the Medical Staff, the Medical Center, and any of its Affiliated Institutions, as appropriate. The Certificate of Completion of the 3-year Family Medicine Residency Program will serve as proof of eligibility for the American Board of Family Medicine Board Examination.