

EMPLOYMENT AGREEMENT FOR SERVICE AND TRAINING
IN THE FAMILY MEDICINE RESIDENCY PROGRAM

This Employment Agreement (hereinafter "Agreement") is made and entered into the date it is fully executed (the "Effective Date") and is by and between The Medical Center, Inc. d/b/a Piedmont Columbus Regional Midtown, a Georgia Nonprofit Corporation (hereinafter "Hospital") and _____ (hereinafter "Resident").

WITNESSETH:

WHEREAS, Hospital sponsors a three-year Family Medicine residency program of graduate medical education which enables competent resident physicians to become qualified in the specialty of family medicine, including board certification by the American Board of Family Medicine (said residency program being hereinafter referred to as "Family Medicine Residency Program," "Residency Program" or "Program");

WHEREAS, Hospital's Family Medicine Residency Program is accredited by the Accreditation Council for Graduate Medical Education ("ACGME") and its Family Medicine Residency Review Committee; and the American Osteopathic Association (AOA);

WHEREAS, Hospital has accepted Resident's application for participating in its Family Medicine Program and deems Resident qualified and competent to embark upon Hospital's Family Medicine Residency Program;

WHEREAS, Hospital's Family Medicine Residency Program is intended to enable competent physicians to continue their professional development, while at the same time acknowledging that Resident's participation in the Program will contribute to and enhance the quality of patient care at Hospital and related outpatient facilities, both as a member of Hospital's medical staff and through other particular assignments in appropriate circumstances; and

WHEREAS, Hospital desires to employ Resident on the terms and conditions contained herein as a participant in its Family Medicine Residency Program.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, the parties do agree and contract as follows:

1. Hospital's Responsibility to Afford Approved Residency Program. Hospital agrees that during the term of this Agreement it will afford Resident, subject to the terms and provision hereof, the opportunity to participate in Hospital's Family Medicine Residency Program. During the term of this Agreement Hospital's Family Medicine Residency Program shall be accredited and approved by ACGME. Hospital shall endeavor to operate its Family Medicine Residency Program in accord with the "Essentials of Accredited Residencies" promulgated by ACGME, and exercise best efforts to do so, except where Hospital determines in the exercise of sound discretion that adherence to or compliance with those standards is impossible, impracticable, or otherwise not indicated.

2. Resident's Obligation. During the term of this Agreement Resident agrees to serve Hospital as a Resident Physician in the Family Medicine Residency Program as said Residency Program may be structured from time to time and to comply with all policies and procedures of the Medical Education Department and with those policies and procedures of Hospital and Piedmont Columbus Regional which apply to Resident as an employee of Hospital, including, but not limited to the Code of Conduct; to carry out all professional assignments and other assignments given to Resident within the scope of the Residency Program as the program may be structured from time to time; and, without limitation, generally to participate fully in and comply with all requirements of said Residency Program and all educational and employment duty assignments made within the structure and scope of the Residency Program as it may exist from time to time. The decision of the Hospital's Director of Medical Education as to whether any particular duty, assignment, or participation is within the scope of the Residency Program as it is then structured shall be absolute and conclusive.

3. Status as an Employee; Academic Progression; Discipline; Outside Employment.

(a) Resident acknowledges that Resident's participation in Hospital's Family Medicine Residency Program is as Hospital's employee, and that an employer-employee relationship exists between Hospital and Resident. For purposes of said employment relationship, and for purposes of the Hospital's policies and procedures generally (and of Piedmont Columbus Regional, of which Hospital forms a part), Hospital's Chief Executive Officer has ultimate executive responsibility and authority, and Resident's immediate supervisor shall be the Director of Medical Education. Except where the provisions of this Agreement are inconsistent with, conflict with, or provide to the contrary of those personnel policies and procedures and other policies and procedures which apply generally to Hospital's employees, including those policies and procedures of Piedmont Columbus Regional which apply to Hospital's employees, Resident and Hospital shall be bound by such policies and procedures, including such policies and procedures regarding protection from sexual harassment and exploitation. Resident job description and Medical Education Policy 17 "Duty Hours" provide the framework for resident's work schedule.

(b) All decisions affecting Resident's academic progression through Hospital's Family Medicine Residency Program, including decisions requiring Resident to repeat a particular clinical rotation or rotations; any determination to place Resident on probation or to declare Resident "a Resident in Difficulty" or to decline to renew Resident's Agreement for academic or professional conduct reasons; and any and all penalties, including, but not limited to, suspension, which are grounded upon Resident's academic and/or clinical performance shall be determined in accordance with the policies and procedures of the Medical Education Department, as those policies and procedures may exist, and as they may be changed from time to time.

(c) The Director of Medical Education or the Chief Executive Officer in any circumstance shall be empowered to impose any and all appropriate disciplinary measures upon Resident as Resident's supervisor or as Chief Executive Officer as a consequence of employee misconduct on Resident's part which is not grounded in Resident's academic or clinical

performance per se, including and without limiting the generality of such power and authority, the authority to impose whatever discipline is appropriate for disobedience, insubordination, failure to report for duty assignments without cause, or any conduct whatsoever which is to the prejudice of the successful operation of the Residency Program. Provided, however, that in invoking disciplinary measures for any misconduct which is not grounded upon the Resident's academic and/or clinical performance, the Director of Medical Education as the Resident's supervisor, and the Chief Executive Officer (if involved), shall adhere to the extent practicable to those personnel policies and procedures and the principles of progressive discipline embodied therein which are applicable to Hospital employees generally.

(d) During the term of this Agreement the Resident shall not engage in any professional activities for compensation outside the Residency Program, or any employment for compensation whatsoever outside the residency Program, except in accord with policies established by the Medical Education department, and with the consent of the Director of Medical Education. Resident moonlighting policies are covered in Medical Education Policy 16 "Moonlighting."

4. Confidentiality.

(a) Resident acknowledges that in the performance of the duties of this Agreement, Resident will have access to confidential and proprietary information of Hospital and Piedmont Columbus Regional affiliated entities including, but not limited to, both tangible and intangible information pertaining to the past and present clients or patients of Hospital, referring physician relationships, business methods and systems, contracts, financial data and forecasts, business plans and projections, price lists and pricing information, discoveries, research, secret data, costs, commissions, client or patient lists, client or patient files or administrative programs of Hospital, and the terms and conditions of this Agreement (hereinafter collectively referred to as the "Information"). Resident acknowledges a continuing responsibility with respect to the Information and agrees (i) that such Information shall be and shall remain the exclusive property of Hospital and Piedmont Columbus Regional affiliated entity; (ii) during Resident's employment with Hospital and for a period of five (5) years following termination of Resident's employment for any reason to keep all such Information confidential; (iii) during Resident's employment with Hospital and for a period of five (5) years following termination of Resident's employment for any reason, not to copy, use, reproduce, transfer, transmit, distribute, publish or disclose to others, in any form, any such Information unless Resident is required to do so by Hospital in the course of his employment with Hospital; (iv) to return any such Information and any copies thereof in Resident's possession or under his control to Hospital immediately upon termination of his employment hereunder and (v) during Resident's employment with Hospital and for a period of five (5) years following termination of Resident's employment for any reason, to use such Information exclusively for the purpose of fulfilling Resident's obligations under this Agreement.

(b) The confidentiality, property and proprietary right protections available in this Agreement are in addition to, and not exclusive of, any and all other corporate and legal rights under applicable law, including those provided under copyright, employment and trade secret and

confidential information laws. Resident agrees and acknowledges that all design, inventions, ideas, discoveries and developments, whether or not patentable (hereinafter called "Designs"), directly related to Hospital's or Piedmont Columbus Regional affiliated entities' business activity, that are conceived or developed in connection with Resident's duties hereunder or with the resources of Hospital, are works made for hire and shall be the sole and exclusive property of Hospital or Piedmont Columbus Regional affiliated entities. Resident further agrees to notify Hospital promptly of all Designs conceived or developed by Resident during the Term and to cooperate fully with Hospital in applying for and obtaining patents on such Designs, at Hospital's expense, in countries designated by Hospital, and in assigning and transferring to Hospital or its designee all rights, title and interest in such Designs, patents and patent applications.

(c) The obligations set forth in subparagraph (b) above shall not apply or shall terminate with respect to any particular portion of the Information which (i) was known to or in Resident's possession, free of any obligation or confidence, prior to his receipt from Hospital or a Piedmont Columbus Regional affiliated entity as evidenced by documents in the possession of Resident prepared or received by Resident prior to the conveyance of such information; (ii) Resident establishes is already in the public domain at the time Hospital communicates it to Resident, or becomes available to the public through no breach of this Agreement by Resident; or (iii) Resident establishes is received by Resident independently and in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential. Resident may make disclosure of Information required by a valid order or subpoena issued by a court or administrative agency of competent jurisdiction. In such event, Physician shall promptly notify Hospital of such subpoena in order to provide Hospital with the reasonable opportunity to protect its interest in such Information.

(d) Both Resident and Hospital acknowledge and agree that the foregoing restrictions are not intended to prohibit Resident from using the skills which acquired while employed by Hospital, but rather to protect the confidential business information of Hospital and Piedmont Columbus Regional affiliated entities in a fair and equitable manner and to recognize that such confidential business information represents a valuable asset necessary to the continued growth, success and existence of Hospital. Resident and Hospital also acknowledge and agree that the covenants contained in herein shall survive the termination of this Agreement.

(e) In addition to and without limitation to the foregoing restrictions, Resident agrees that upon termination of this Agreement for any reason, Resident will immediately surrender to Hospital all client or patient files, case or medical records, case or medical histories, x-ray films, bulletins, papers, documents, writings, procedure books, notebooks, computers and other property and data produced by Resident or coming into Resident's possession by or through employment with Hospital, and Resident hereby agrees that all such materials are and shall remain at all times Hospital's property.

5. Due Process Plan for Resident Grievances. No academic sanction and no discipline of any nature or recommendation thereof, whether described in Section 3 or otherwise provided for in this Agreement, which constitutes an adverse action under the "Due Process and Grievance" policy for Family Medicine Residents which is in effect at the time of such adverse action, may

be imposed without affording to the Resident all procedural, hearing, and appellate review rights which are provided for in such Due Process policy, unless this Agreement or the Due Process policy itself expressly provides to the contrary. It is the intent that the Hospital's Medical Department from time to time may change the provision of the "Due Process and Grievance" Policy applicable to the hearing and appellate review of Resident's grievance without the necessity of amending this Agreement. The "Due Process and Grievance" policy applicable to the hearing of Resident's grievances which is in force at the inception of the term of this Agreement [entitled "Due Process and Grievance Policy"] is attached hereto as Exhibit A and incorporated herein and made a part hereof by this reference.

6. Representations/Covenants. Hospital has entered into this Agreement in reliance on Resident's representations and warranties to Hospital being true and accurate at the time Resident entered into this Agreement and at all times during the Term. Resident represents and warrants to Hospital as follows:

(a) Resident has never had a medical license from any state or jurisdiction that has been limited, withdrawn, suspended, curtailed or revoked, nor has Resident ever been placed on probation by any medical licensing board. If Resident has had a medical license limited, withdrawn, suspended, curtailed, revoked or placed on probation, Resident has a duty to notify Hospital in writing before executing this Agreement;

(b) Resident represents and affirms that Resident is not now listed by any federal agency as excluded, debarred, suspended or otherwise ineligible to participate in any federal program, as defined in 42 U.S.C. §1320a-7b, including Medicare and Medicaid, and is not now listed, nor has any current reason to believe that during the Term the Resident will be listed on the HHS-OIG Cumulative Sanctions Report or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs. Resident shall give Employer immediate notice if Resident is listed on the HHS-OIG Cumulative Sanctions Report or on the General Services Administration List of Parties Excused from Federal Procurement and Non-Procurement Program. Any such notice shall be communicated to Employer orally and followed with written notice as provided in this Agreement;

(c) Resident has never been convicted of a felony or any crime involving moral turpitude;

(d) Resident has never been a party to or the subject of any litigation relating in any way to medical services provided or omitted by Resident that has not been fully disclosed in writing to Employer. To the best of Resident's knowledge, there is no litigation, investigation or proceeding, whether civil, criminal or administrative in nature, pending against Resident as of the Effective Date that has not been fully disclosed in writing to Employer;

(e) None of the execution, delivery or performance of this Agreement by Resident will violate, conflict with or constitute a breach or default under any agreement (whether written or oral) or restrictive employment covenant to which Resident is a party or by which Resident is bound; and

(f) Resident agrees to complete at least one hour of training regarding the Anti-Kickback Statute and the Stark Law and examples of arrangements that potentially implicate the Anti-kickback Statute or the Stark Law. Resident shall also receive a copy of the CRH Code of Conduct and CRH Policies and Procedures regarding the Stark Law and the Anti-Kickback Statute. Further, the Parties agree and represent that this Agreement is intended to comply with the requirements of the Stark Law and Anti-Kickback Statute and that they shall not violate the Anti-Kickback Statute or the Stark Law with respect to the performance of this Agreement.

7. Term: The term of this Agreement is one year with the commencement date being the ____ day of _____, 20____. This Agreement is not automatically renewable. Conditions for reappointment and receipt of a new Agreement are covered in Medical Education Policy 8 "Advancement."

8. Compensation and Fringe Benefits.

(a) For services rendered hereunder, the Resident shall be paid a salary of Fifty-one Thousand Dollars (\$51,000.00). All such compensation and allowances shall be reviewed at least annually during the term of this Agreement as part of Hospital's budgeting and compliance process.

(b) Physician shall also receive a payment of \$1,000.00 as a signing bonus.

(c) Hospital shall pay all or a portion of the expenses of Resident's participation in an educational conference during the term of this Agreement in accordance with Hospital's policies and guidelines established for the Medical Education Department, as they may exist and be changed from time to time.

(d) Further, it shall be permissible for Resident to work additional shifts as offered as scheduled and be compensated in addition to the amount set forth above; however, Resident shall not be required to work any additional shifts. Shift work shall consist of performing patient assessments, history and physicals, and admission orders under the supervision of attending physicians to improve patient workflow and throughput during periods of increased patient volume. Resident shall be compensated at the rate of \$75.00 per hour for said work.

(e) Major medical insurance, disability insurance, vacations and vacation pay, sick leave, employee benefits to include confidential counseling services and welfare plan benefits, and all fringe benefits to which Resident is or may be entitled as an employee shall be determined pursuant to those personnel policies which are applicable to Hospital's employees or by the Policies and Procedures of the Medical Education Department recognizing the unique position of a resident physician. Leaves of absence, vacations, sick leave, parental leave and time away from the residency program are referenced in Medical Education Policy 14 "Resident Leave."

9. Professional Liability Insurance. Hospital, through Piedmont Columbus Regional, shall cause to be in force a professional liability insurance policy affording coverage on an "occurrence" basis for negligent acts or omissions on Resident's part during the term of this Agreement, with coverage limits of at least \$1,000,000/\$3,000,000. Hospital may, but shall not be required to, effect equivalent or additional professional liability coverage for Resident under a self-insurance plan or plans maintained by Piedmont Columbus Regional. Resident appoints Hospital as Resident's agent and attorney in fact in all matters relating to the procurement of the required professional liability insurance. Hospital also will pay for any "tail coverage" for the resident policy in force under this Agreement.

10. Health, Physical Examinations, and Drug Testing. As a condition precedent to Hospital's obligations under this Agreement, Resident shall be required to provide a four-year medical history and evidence of present good health, to include a physical examination within the six months immediately preceding the term hereof, the results of which are acceptable to Hospital, to be documented either by a summary of such physical examination or a copy of the record of such examination. Hospital's right to require further general or specific physical examinations or diagnostic procedures during the term of this Agreement, including drug testing, shall be determined in accordance with policies and procedures applicable to Hospital employees generally, as such policies and procedures may change from time to time, including those policies and procedures of Piedmont Columbus Regional which are applicable to Hospital's employees to include policy on physician impairment and substance abuse Medical Education Policy 15 "Resident Impairment." If at any time as the result of such examination or procedures, or other reliable medical evidence, Hospital's Director of Medical Education, in his sole discretion, determines that Resident's health is such that Resident's participation in the Medical Education Program is dangerous to himself or others, or has the reasonable likelihood of being dangerous to himself or others, the Director of Medical Education may suspend Resident's participation with or without pay and may also terminate such participation and hospital's obligations under this Agreement on such basis. No such termination or suspension shall give rise to procedural, hearing, or appellate review or any other rights under the Due Process policy applicable to residents in the Family Medicine Residency Program.

11. Termination of Agreement Prior to End of Term. This Agreement may be terminated by either party at any time in the event of a substantial and material breach without according Resident any of the procedural, hearing and appellate review rights which are provided for in Hospital's "Due Process and Grievance Policy" for Family Medicine Residents as the same exists at the inception of the Agreement term, and as it may be changed from time to time during the term of this Agreement by action of Hospital's Board of Directors; provided, however, that any conviction of Resident of a felony or of any crime involving moral turpitude shall constitute a substantial and material breach of this Agreement, and any termination of Resident on that basis shall not give rise to procedural, hearing, appellate review or any rights under the due process policy applicable to Residents in the Family Medicine Residency Program.

12. Appointment of Acting or Associate Director of Medical Education in Certain Circumstances. All references made herein to the Director of Medical Education shall mean and include, during periods of his absence, an acting or associate director, appointed either by the

Hospital's Board of Directors or its President.

13. Any Gender; Singular/Plural References. The use of any gender herein shall be deemed to be or include the other gender wherever appropriate. The use of the singular herein shall be deemed to include the plural (and vice versa) wherever appropriate.

14. Modification. The terms and provisions hereof may not be modified except by a written instrument signed by the party against whom such modification is sought to be enforced.

15. Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Georgia. Both parties hereto consent to the sole and exclusive jurisdiction and venue of the Superior Court of Muscogee County, Georgia or the United States District Court for the Middle District of Georgia for resolution of any dispute concerning this Agreement.

16. Heading Mere Labels. The headings in this Agreement are included solely for convenience of reference and shall be given no effect in the construction of this Agreement.

17. Agreement Sets Forth Entire Agreement. This Agreement sets forth the entire, integrated understanding and agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Hospital has caused this Agreement to be executed by its President or other duly authorized officers, and Resident has hereunto executed this Agreement by affixing Resident's hand and seal, on the day and year first above written.

THE MEDICAL CENTER, INC.

By: _____
Print: _____
Title: _____
Date: _____

“RESIDENT”

By: _____
Print: _____
Date: _____

EXHIBIT A

DEPARTMENT OF MEDICAL EDUCATION RESIDENT DUE PROCESS PROCEDURE

1. **PURPOSE:** Outline the due process for residents who encounter academic, technical, and/or professional conduct problems during the course of internship and residency training at The Medical Center. This policy presents a sequence of corrective actions emphasizing uniform, fair application of due process with formal documentation and timelines.
2. **SCOPE:**
 - a. This policy will be applied uniformly and fairly to all residents in the Family Medicine and Residency Program.
 - b. Upon entry into the Family Medicine Residency Program, all residents will be briefed concerning this policy and procedures documented. Printed and electronic copies of this policy will be distributed to all residents.
 - c.
3. **DEFINITION OF TERMS:**
 - a. Director of Medical Education (DME) – authority responsible for oversight and administration of the GME programs.
 - b. Graduate Medical Education Committee (GMEC) – institutional committee composed of the DME, Residency Program Director, at least one resident representative and all hospital appointed members. All GMEC members, including the resident members, are voting members when hearings related to adverse actions are conducted.
 - c. Decision Authority (DA) – An individual/committee designated as having initial authority for probation or termination. The official shall be at the lowest level possible.
 - d. Appellate Authority (AA) – An individual/committee designated as having final authority for probation or termination. Appellate review shall be at the lowest appropriate level.
 - e. Program Director (PD) – The Family Medicine Residency Program Director.
 - f. Faculty Advisor (FA) – An individual designated by the Program Director as academic advisor for a resident in training.
 - g. Residency Advancement Committee (RAC)/Clinical Competency Committee (CCC) – a committee composed of all residency faculty. Decisions in the first three tiers of recommendation are reviewed and decided by the RAC.
 - h. Memorandum For Record (MFR) – Official correspondence to document policy and events.
 - i. Remedial Action – Any recommendation, plan, probation, extension, and/or termination from training are considered remedial actions.
 - j. Program Level Remediation – This action allows for correction of deficiencies without formal probation.
 - k. Probation – A period of supervision initiated to assist the resident in understanding and correcting significant specific deficits in knowledge, skills or attitude.
4. **RESPONSIBILITY:** Residency Program Directors must assess deficiencies in knowledge, skills, and attitudes regarding residency, including failure to comply with departmental or hospital guidelines. Ultimately, the Program Director is responsible for all residency remedial actions.

5. DOCUMENTATION: All remedial actions will be based on through written documentation. This begins with resident performance reviews and includes periodic statements by the Program Director concerning the success of the resident in achieving designated milestones in professional development.
 - a. Assessment of the resident's performance will consider the progressive development, under supervision, of the knowledge, skills and attitudes required for safe, effective, and compassionate patient care commensurate with the resident's level of advancement and responsibility.
 - b. When a decision is made by the DME, PD, RAC, FA or faculty that a resident's progress is below expectations, the following will be assessed as well:
 - i. The adequacy of clinical experience
 - ii. The adequacy of supervision
 - iii. The adequacy of the resident's personal improvement plan for professional growth with guidance from the teaching staff.
 - iv. The resident's full participation in the educational and scholarly activities of the program
 - v. The impact of psychosocial or personal issues confronting the resident

6. GUIDELINES: Four levels of remediation will be considered when applying resident due process during Family Medicine Residency Training:
 - a. Level 1 – Counseling, verbal or written
 - b. Level 2 – Personal Improvement Plan
 - c. Level 3 – Program Level Remediation
 - d. Level 4 – Probation

A resident can be placed at any Level of remediation as recommended by the RAC, PD, DME, or GMEC. Failure to successfully complete remediation plans can result in progressive remediation, extension or termination of training. All procedures completed regarding the remediation process will be conducted. Copies of all regulations governing the remediation process are available to residents from the Director of Medical Education office.

- a. Level 1- Counseling
 - i. Initiated by any faculty member or chief resident
 - ii. Paperwork: written memo
 - iii. Records: maintained in resident's files and removed at the end of residency training
 - iv. Length: not to exceed 60 (sixty) days
 - v. Appellate authority: PD
 - vi. Decision Authority: RAC
 - vii. Examples of Level 1 deficiencies include, but are not limited to:
 1. Poor chart precepting scores
 2. Non-completion of administrative duties
 3. Patient complaints

- b. Level 2 – Personal Improvement Plan
 - i. Initiated by Faculty Advisor
 - ii. Paperwork: written memo
 - iii. Records: maintained in PD's or resident's training file, and removed at the end of residency training
 - iv. Length: not to exceed 60 (sixty) days

- v. Appellate authority: PD
- vi. Decision authority: RAC
- vii. Examples of Level 2 deficiencies include, but are not limited to
 1. Failure to successfully complete Tier 1 counseling
 2. Score of “2” or “remediation recommended” on a single clinical rotation
 3. Poor In-Service Training Exam scores (<20%/Composite Score)

c. Level 3 – Program Level Remediation

- i. Initiated by PD
- ii. Paperwork: MFR, resident must sign a statement acknowledging program level remediation
- iii. Records: Maintained in resident training folder
- iv. Length: 30 – 90 (thirty to ninety) days
- v. Appellate authority: PD
- vi. Decision authority: RAC
- vii. Examples of Level 3 deficiencies include, but are not limited to:
 1. Failure to successfully complete Level 2 Personal Improvement Plan
 2. Score of “1” or “repeat rotation” on a single clinical rotation
 3. Score of “2” or “remediation recommended” on two clinical rotations in the same academic year

d. Level 4 – Formal Probation

- i. Initiated by PD
- ii. Paperwork: MFR, resident must sign a statement acknowledging formal probation
- iii. Records: maintained permanently in resident’s Training File in the DME’s Office
- iv. Length: 30-90 (thirty to ninety) days
- v. Appellate authority: DME, resident must submit a written response acknowledging the Probation recommendation NLT 5 working days following notification (in writing) by the PD
- vi. Decision authority: GMEC
- vii. Examples of Level 4 deficiencies include, but are not limited to:
 1. Failure to successfully complete Level 3 Program Level Remediation
 2. Single incident of gross negligence or willful misconduct
 3. Failure to maintain compliance with program requirements

7. **APPEAL PROCESS:**

- a. The resident may make a one-time submission of appeal for any Level of remediation through the decision authority to the appellate authority. The appeal must be submitted within 5 (five) working days following the date the resident receives notification of the decision. If the decision is appealed, the remediation plan and the RAC (Level 2 and higher) or GMEC minutes must be submitted along with the appeal to the appellate authority for review.
- b. Written notification of the decision regarding the appeal will be provided no later than 5 (five) working days for a Level 1 or 2 remediation and within 2 (two) working days for any Level 3 or 4 plans. The decision is final and there is not right to appeal to the DME, the Board of Directors or the CEO.

8. **EXTENSION OF TRAINING:**
 - a. Under ordinary circumstances, brief periods of absence can be accommodated without extension of training; provided that the sum of leave, passes, convalescent leave, travel time, and the absence period does not exceed 30 (thirty) days away from the residency program.
 - b. Extension of training is not considered in adverse action in and of itself and, therefore, requires no hearing or appeal.
 - c. Extensions of training as part of a formal probation require no special hearing or appeal since due process is part of the formal probation procedure.

9. **TERMINATION OF TRAINING:**
 - a. This is the most serious action that a Program Director proposes. Termination will normally be imposed only after a period of formal probation, or after a single incident of gross negligence or willful misconduct.
 - b. A recommendation for termination must be approved by a two-thirds vote of the GMEC (with 75% of members present).

10. **IMPAIRED PROVIDERS:** Residents determined to be impaired by alcohol, drugs, or medical/psychiatric problems, resulting in an inability to provide safe patient care or continue residency training are processed per established Impaired Resident Policy