

**CRITERIA FOR SELECTION, EVALUATION, REAPPOINTMENT
AND DISMISSAL OF RESIDENTS (CSERDR)**

In this document, the term resident refers to both residents and fellows.

I. Eligibility and Selection of Residents for Appointment

Geisinger and its sponsored residency programs adhere to the guidelines published by the Accreditation Council on Graduate Medical Education (ACGME) and other relevant accrediting bodies with respect to the eligibility and selection of residents for appointment. Each residency program develops program-specific criteria within these guidelines. Eligible applicants will be selected for appointment on the basis of preparedness, ability, aptitude, academic credentials, communication skills, and personal qualities such as motivation and integrity, as well as satisfaction of any program-specific criteria. Eligible applicants' previous records and accomplishments are also considered when selecting eligible applicants for appointment to the various programs. Programs must not discriminate with regard to sex, age, race, religion, color, national origin, disability, veteran status, or any other legally protected status. Appointment of a selected applicant is expressly conditioned on satisfaction of all conditions of appointment and execution of a Geisinger Resident Agreement.

II. Appointment Process

A. Conditions of Appointment

Appointment is conditioned upon the following:

1. Successful completion of a pre-employment drug and nicotine screening process and a background check.
2. Appropriate licensure from the Pennsylvania State Board of Medicine or Board of Osteopathic Medicine or other applicable body prior to appointment. (The selected applicant is responsible for obtaining the appropriate licensure. The Graduate Medical Education office will provide assistance in that regard.) If appropriate licensure cannot be obtained within 30 days of the applicant's first day of scheduled employment, Geisinger has the right to terminate the contract.
3. Compliance with the regulations promulgated by the U.S. Department of Homeland Security for all selected applicants in the United States on a Visa. (Securing a Visa is the responsibility of the applicant.)
4. Verification of any prerequisite training. (It is the responsibility of the applicant to provide contact information for the purpose of training

verification. The Graduate Medical Education office must receive primary source-verified completion of required training prior to appointment.)

B. Offer of Appointment

Acceptance into a residency program will be communicated to the applicant in writing and the applicant will be provided a resident agreement for execution at that time. The resident agreement will specify the conditions and terms of the appointment, Geisinger benefits, and will include, in part, the following information:

1. The residency program in which the resident is appointed.
2. The beginning date and ending date of the period of appointment. (The period of appointment shall not exceed twelve (12) months, with renewal dependent upon performance and the requirements of the residency program.)
3. Statement that renewal of appointment shall be dependent upon achievement of performance standards and requirements of the residency program.
4. The current stipend for the appointment.

III. Evaluation Procedure

- A. Periodic, formative, comprehensive and written review and evaluation of residents will be conducted at least annually, under the direction of the program director. The evaluation will assess the resident's progress in achieving the six core competencies defined by the ACGME. For non-ACGME programs, the evaluation will assess the resident's progress in achieving the competencies set forth by the accrediting body.

In addition, evaluation of residents will include other factors deemed necessary or desirable by Geisinger to complete the requirements of the program or maintain good standing in the institution, including—but not limited to—knowledge, clinical competence, professional conduct, and interpersonal skills. The process will, to the extent reasonably possible, provide early identification of deficiencies in knowledge, skills or professional character and allow appropriate remedial action to enable a resident to satisfactorily complete the requirements of the program.

- B. Program directors will use multiple assessors and methods in compliance with accrediting body requirements. Program directors or faculty advisors will provide timely feedback through personal, face-to-face conferences with residents.
- C. A Program Clinical Competency Committee (CCC) or appropriately designated body shall meet at least twice each academic year (July 1-June 30) to conduct a cumulative evaluation of each resident to review performance and make recommendations to the program director(s) as to the ability to continue in the program and/or advance to a higher level of responsibility.
- D. The results of all resident evaluations will be kept on file. The evaluations will be available for the resident's inspection at a mutually convenient time during normal business hours.

IV. Renewal of Appointments

- A. In the event the resident intends not to seek renewal of the agreement for a subsequent year of residency, the resident shall furnish the program director written notice of such intent no less than ninety (90) days prior to the expiration of the agreement.
- B. Program director(s) will consider CCC or designated body's recommendations regarding the resident's ability to continue in the program and/or advance to a higher level of responsibility and decide whether to renew the resident agreement and/or promote the resident to the next level of training.
- C. In instances where a resident's agreement will not be renewed, or when a resident will not be promoted to the next level of training, the program director must provide the resident with a written notice of intent to not renew or not promote no later than four months (120 days) prior to the end of the resident's current agreement. If the primary reason(s) for the non-renewal or non-promotion occurs within the four months prior to the end of the agreement, the program director must provide the resident with as much written notice of the intent not to renew or not to promote as circumstances will reasonably allow, prior to the end of the agreement.
- D. In order for a resident to promote to a PGY3, the resident must successfully pass USMLE Step 3 or COMLEX 3 as this is a requirement to obtain an appropriate PGY3 training license in Pennsylvania. Failure to pass this exam will result in non-promotion and potential termination of contract after review of resident's academic standing in the program.

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- a. USMLE Step 3 or COMLEX3 will only be paid by Geisinger if taken in the PGY1 year or the 1st year at Geisinger (if entering an advanced year program).
- E. A program director recommendation for non-renewal or non-promotion may be appealed per the process outlined in section VII.
- F. If Geisinger intends not to renew a resident's contract due to closure of a training program, procedures as set forth in the Policy on Residency Program Closure/Reduction will be followed.

V. Grievance Procedure

- A. Each graduate medical education program must have a process for adjudicating complaints or grievances relevant to the program.
- B. Residents are encouraged to seek resolution of grievances relating to assigned duties. "Grievance" means any difference between the resident and Geisinger with respect to the interpretation or application of or compliance with the provisions of the resident agreement. The grievance procedure is as follows:
 - 1. Resident to program director– A resident with a grievance is urged to first discuss it with the program director within **ten (10)** working days following the date of the incident or problem. The program director shall determine the issues involved, applicable facts, and the resolution requested by the resident. The program director shall respond to the grievance verbally within **ten (10)** working days. (Issues can best be resolved at this stage and every effort should be made to affect a mutually agreeable solution.)

In situations when the concern relates to the program director, and the resident believes that it cannot be presented to the program director, the resident may present the grievance directly to the Designated Institutional Official or designee for guidance.

- 2. Resident to Designated Institutional Official – If, after discussion with the program director, the grievance is not resolved to the satisfaction of resident, the resident has the option to present the grievance to the Designated Institutional Official or designee within **ten (10)** working days after the program director provides a verbal response to the grievance as provided for by section V.B.1 above. Designated Institutional Official or designee may interview those individuals he/she

may consider relevant to the grievance in order to investigate the issues presented. Designated Institutional Official or designee will meet with the resident and attempt to resolve the grievance. Designated Institutional Official or designee will respond to the grievance in writing within **ten (10)** working days of the last meeting or interview advising resident of the Designated Institutional Official's or designee's decision.

3. Resident to Chief Academic Officer- If, after discussion with the DIO, the grievance is not resolved to the satisfaction of resident, the resident has the option to present the grievance to the Chief Academic Officer or designee within **ten (10)** working days after the DIO provides a verbal response to the grievance as provided for by section V.B.2 above. The Chief Academic Officer or designee may interview those individuals he/she may consider relevant to the grievance in order to investigate the issues presented. The Chief Academic Officer or designee will meet with the resident and attempt to resolve the grievance. The Chief Academic Officer or designee will respond to the grievance in writing within **ten (10)** working days of the last meeting or interview advising resident of the Chief Academic Officer's or designee's decision. The decision of the Chief Academic Officer is final. No further grievances may be made.

VI. Dismissal of Residents

- A. A resident may be dismissed for cause during an appointment period. Examples of cause for dismissal include, but are not limited to, the following:
 1. Failure to meet, in Geisinger's sole opinion, the performance or conduct standards of the program.
 2. Violation, in Geisinger's sole opinion, of (a) the rules and regulations of Geisinger (including Geisinger's Code of Conduct); or, (b) the directions of the program director or of the director or coordinator of the service to which the resident is assigned.
 3. Abuse, sexual harassment, or assault of any individual.
 4. Refusal of evaluation for suspected impairment that impacts performance as described in the Geisinger physician impairment policy.
 5. Refusal of rehabilitation for a diagnosed impairment that impacts performance.

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6. Any conduct, in Geisinger's sole opinion, which is or would be detrimental to Geisinger operations, activities or interests.
 7. Deficiencies, in Geisinger's sole opinion, in maintaining current medical records, including discharge summaries.
 8. Lack of evidence, in Geisinger's sole opinion, of continuing self-education.
 9. Persistent strife, in Geisinger's sole opinion, in interpersonal relations in the workplace.
 10. Lack of progress, in Geisinger's sole opinion, in developing clinical competency.
 11. Any breach of the resident agreement.
 12. Failure to adhere, in Geisinger's sole opinion, to Geisinger rules and regulations pertaining to password-protected secured information, patient confidentiality, and to HIPPA regulations.
- B. When any of the above causes for dismissal arise, the program director may recommend dismissal to the Designated Institutional Official, or designee. The Designated Institutional Official or designee will review and provide a recommendation to the Chief Academic Officer. The Chief Academic Officer will review and make the final decision about dismissal. When applicable, the Designated Institutional Official shall give written notice of dismissal to the resident and the program director. The dismissal notice shall include a summary of the cause for dismissal and shall advise the resident of the right of appeal provided by this policy.

If circumstances warrant, the program director may immediately relieve the resident from the performance of further professional duties, pending the outcome of the review referred to above, by placing the resident on suspension with pay. Once reviewed by the Designated Institutional Official the suspension with pay ceases and the resident is either dismissed or directed to resume performance of professional duties.

VII. Appeal of Decision to Not Renew Resident Agreement, Not to Promote or for Dismissal

- A. A decision not to renew an appointment, not to promote a resident or for dismissal may be appealed. The affected resident shall have **ten (10)** working days within which to request a review of the decision by the Appeals Committee that consists of the Chief Academic Officer (or designee), the Chief Medical Officer of System Hospitals (or designee), and one GMEC Voting Member. To be effective, such a request must be in writing, received at the office of the Chief Academic Officer or designee, with a copy to the Designated Institutional Official, within the required **ten (10)** working day period; otherwise, the affected resident shall be deemed to have waived any further entitlement to review and the decision to not renew an appointment, to not promote or for dismissal shall be final. The affected resident shall have the opportunity to personally appear before and be heard by the Appeals Committee before a final decision with respect to the decision not to renew an appointment, to not promote a resident or for dismissal is rendered.

- B. In the case of a recommended dismissal, if an appeal is filed, the dismissal will be suspended pending conclusion of the appeal. However, when the cause for dismissal creates reasonable grounds to believe that there is a threat to the safety of patients, the resident, or other persons or property, or a threat to disrupt the essential operations of Geisinger, the Appeals Committee may direct that all or part of the resident's duties be suspended with pay, pending conclusion of the appeal.