



GRADUATE MEDICAL EDUCATION TRAINING AGREEMENT

THIS GRADUATE MEDICAL EDUCATION TRAINING AGREEMENT (the "**Agreement**") made and executed in duplicate at Marion, IN, as of July 1, 20, by and between **MARION HEALTH**, whose principal place of business is Marion, IN and _____ ("**Resident**"), whose address is: _____. Marion Health desires to employ Resident, upon the terms and subject to the conditions set forth in this Agreement. Marion Health and the Resident agree:

1. **Marion Health Sponsorship:** Marion Health sponsors a Graduate Medical Education Training Program ("**GME Program**"). The GME Program may be performed entirely within the facilities owned and operated by Marion Health or the GME Program may utilize facilities owned and operated by other entities ("**Affiliated Institutions**"), as the GME Program Director deems appropriate for purposes of education and training.
2. **MISSION STATEMENT:** Our Mission is to improve the health of our patients, their families, and our communities by training empathic, highly skilled family physicians in comprehensive, patient-centered care.
3. **REQUIREMENTS:** Resident certifies that he/she is a graduate of a Medical School approved by the Liaison Council on Medical Education ("**LCME**") or that he/she has met the requirements established by the Medical Board of Indiana ("**MBI**") for unrestricted participation in a graduate medical education program in the State of Indiana. Resident must pass a Background Investigation, which includes criminal, Federal, OIG, and DMV driver's record, conducted through Marion Health's Human Resource Management and must pass a urine drug screening test and pre-employment physical examination prior to commencing training in the GME Program. Resident must sign the Release and Authorization attached to this Agreement as **ATTACHMENT A** and provide the original signed Release to Marion Health. This Agreement shall be null and void unless all credentials and requirements have been met by the time of the Effective Date of this Agreement.
4. **DURATION OF APPOINTMENT:** Marion Health has offered, and Resident has accepted appointment to a position as a Resident in the GME Program at the **PGY 1 Level** of training. This appointment shall be for a period beginning July 1, 20 (the "**Effective Date**") and ending June 30, 20 (the "**Expiration Date**"). The appointment period may be extended by mutual consent of Resident and Marion Health.
5. **AGREEMENT DATES:** This Agreement applies only for the dates indicated in Paragraph 4 above, subject to the termination clauses contained in paragraphs 16, 21 and 22 and does not imply any type of a guarantee of a position as a resident in the GME Program for any subsequent year(s) of education and training regardless of the total length of the GME Program to which Resident was appointed.
6. **CONDITIONS FOR REAPPOINTMENT:** Appointment to an additional year in the GME Program, if any, is accomplished by: (i) affirmative recommendation from the specific residency Program Director; (ii) concurrence of the Graduate Medical Education Committee (the "**GMEC**") and the Clinical Competency Committee (CCC) and (iii) written extension to this Agreement or a new agreement confirming the reappointment. It is the Resident's responsibility to clarify with the Program Director whether the GME Program intends to offer an appointment to Resident for any additional year(s) of Graduate Medical Education training.
7. **NON-RENEWAL OF APPOINTMENT:** If a decision is made not to renew the Agreement or not to appoint Resident for an additional year in the GME Program, Resident shall be provided with a written notice of intent not to renew the appointment. Resident shall be provided with as much written notice of the intent not to renew or of the intent to renew but not to promote to the next level of training as the circumstances reasonably allow prior to Expiration Date. Resident may implement the GMEC Resident Grievance Policy and Procedure if any notice of intent not to renew the Agreement is received.

8. **RESIDENT RESPONSIBILITIES:** Resident must discharge the duties and responsibilities as hereinafter provided as a Resident in the GME Program. The Resident may be assigned additional duties and responsibilities by the Program Director of the GME Program. The duties and responsibilities begin with the first day of this Agreement and must be carried out at Marion Health and/or Affiliated Institutions that have been approved to participate in the GME Program, as directed.
- A. Resident must abide by Marion Health policies and procedures, the policies and procedures of the Affiliated Institutions to which Resident may rotate or be assigned, the policies and procedures of the Sponsoring institution and the specific GME Program, the policies and procedures of the Medical Staff of Marion Health (the "**Medical Staff**") and the Medical Staff of Affiliated Institutions (as assigned), and the GMEC's rules, regulations, policies and procedures (the "**GMEC Policies**"). In addition, Resident must comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments. In making this commitment, Resident understands and agrees that these education and training activities and responsibilities must be carried out in accordance with and subject to the standards of conduct and ethics not in conflict with the ethics, principles, and philosophy of Marion Health.
- B. The position of Resident entails provision of care commensurate with Resident's level of advancement and competence, under the general supervision of teaching physicians. Resident expressly agrees to faithfully perform the duties assigned to Resident to the best of his/her skill and ability. Resident acknowledges, understands, and agrees that he/she will:
- (a) Participate in providing safe, effective and compassionate patient care
 - (b) Develop an understanding of the ethical, socio-economic, and medical/legal issues that affect medical care of patients and graduate medical education and of how to apply efficient and effective measures in the provision of patient care
 - (c) Participate in the educational activities of the GME Program and, as appropriate, assume responsibility for teaching and training students and other residents, as directed, and participate in institutional orientation, educational programs, and other activities involving the Medical Staff, as appropriate
 - (d) Participate in the evaluation of the GME Program and its faculty as requested
 - (e) Adhere to ACGME institutional and program requirements
 - (f) Participate in Medical Staff committees to which Resident may be appointed or invited
 - (g) Always maintain current certification in Basic Life Support (BLS), Advance Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS) (the failure of which will result in suspension from the GME Program)
 - (h) Live within a reasonable driving distance from Marion Health as specified by their Program guidelines
 - (i) Adhere to the duty hour policies of Marion Health, the GME Program and comply with any applicable ACGME requirements, understanding that rotations shall be established by the Program Director, where assigned, and may include weekend requirements and on-call responsibility; in addition, the responsibility for patients is continuous and not necessarily limited to any scheduled hours
 - (j) Wear proper medical attire as established by the rules, regulations, and policies of Marion Health, the Affiliated Institution (as assigned), the GMEC, the Director of Graduate Medical Education, and/or the Program Director (Refer to Marion Health Policy No. "Dress and Appearance")
 - (k) Refrain from accepting fees from any patient or any other source except for Marion Health, unless expressly authorized in writing by Marion Health and the Program Director
 - (l) Complete all medical records accurately, timely, and in accordance with policies of Marion Health, the GMEC and of the Affiliated Institutions participating in the GME Program, understanding that the FAILURE TO COMPLY WITH THIS REQUIREMENT REGARDING MEDICAL RECORD COMPLETION MAY RESULT IN DISCIPLINARY ACTION INCLUDING SUSPENSION FROM THE GME PROGRAM WITHOUT PAY, AND/OR TERMINATION FROM THE GME PROGRAM at the sole and absolute discretion of Marion Health
 - (m) Obtain and maintain a current non-restricted State of Indiana Physician's and Surgeon's Postgraduate Training License, acceptable to Marion Health
 - (n) Not use any part of Marion Health's or Affiliated Institutions' facilities for any purpose other than the performance of duties and obligations set forth in this Agreement. Resident shall abide by all terms, conditions and limitations on the use of Marion Health's and Affiliated Institutions' facilities

adopted by Marion Health or the Affiliated Institution from time to time.

9. **USMLE/COMLEX:** Resident must pass the USMLE Step 3 or COMLEX Level 3 ("**USMLE3/COMLEX3**") examination by the end of PGY1. Failure to do so will result in formal suspension from the program until the examination is passed. As of June 30, the resident has 120-days to take and pass USMLE3/COMLEX3.

No resident can be promoted to PGY2 until they have successfully completed USMLE3/COMLEX3 per ACGME and AOA standards. If a successful passing score is not achieved in the 120-day timeframe, the Resident, at the discretion of the Program Director, may be terminated.

Time needed to study will be taken as approved vacation (PTO).

10. **MEDICAL LICENSE:** Resident acknowledges, understands, and agrees that:
- A. Mere acceptance to and/or completion of the GME Program does not in any way guarantee that Resident will receive a license of any kind from any source
 - B. It is Resident's sole responsibility to comply with all Marion Health, Affiliated Institution and MBI licensure requirements
 - C. Marion Health is under no obligation whatsoever to assist Resident in obtaining a license of any kind from any source. Marion Health is willing, however, to supply documentation concerning training in the Marion Health sponsored GME Programs, provided the request for such documentation is submitted in writing in advance to the GME Office.
 - D. Resident agrees to provide GME Office with the Applicant Tracking System (ATS) number assigned by the MBI within thirty (30) days of receipt.
11. **PROVISION OF POST GRADUATE TRAINING LICENSE AND DEA REGISTRATION:** Resident understands, acknowledges, and agrees that he/she must provide a copy of the initial Indiana Physician's and Surgeon's Postgraduate Training License to the GME Office no later than ten (10) days after receipt of the Postgraduate Training License. Moreover, if Resident is required by his/her GME Program to obtain a Drug Enforcement Administration and an Indiana Controlled Substance Registration (hereinafter "DEA/CSR") Registration, he/she must similarly provide a copy of the Registration and an opportunity to verify the authenticity of the copy by observing the original. THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE IF RESIDENT FAILS TO OBTAIN OR MAINTAIN AN INDIANA PHYSICIAN'S AND SURGEON'S POSTGRADUATE TRAINING LICENSE.
12. **DRUG-FREE WORKSITE:** Resident certifies that Resident shall not engage in the unlawful manufacture, distribution, dispensation, possession, sale or use of controlled substances, as described in the Marion Health policy HRM-202 "Alcohol Drug Testing Policy and Program" and Marion Health Hospital Employee Handbook while performing services under this Agreement. It is the responsibility of Resident to read, understand, and abide by the above referenced guidelines.
13. **RESIDENT IMPAIRMENT:** Any Resident who believes he/she may be impaired by physical or mental illness, substance abuse or any other impairment shall seek the assistance of the Resident Well-Being Committee. A Resident who is determined to be impaired during the GME Program will be subject to the Marion Health policy IGMEPP-5 "Resident Services Behavioral Health Physician Impairment". He/she may qualify for a medical/personal leave of absence or a reasonable accommodation by referring to Marion Health following policies: HRM-212 "Leaves of Absence Policy".
14. **NON-DISCRIMINATION AND ANTI-SEXUAL HARASSMENT:** Resident certifies that Resident will review, does understand, and does agree to abide by Marion Health Equal Employment Opportunity Policy and Policy against Sexual Harassment and Other Workplace Harassment policy: HRM-226 "Non-discrimination Policy". It is Resident's responsibility to read, understand and abide by Marion Health's Hospital Employee Handbook, "Equal Employment Opportunities", and "Anti-Harassment Policy". Resident shall not differentiate or discriminate in performing medical services on the basis of race, color, national origin, ancestry, sex, marital status, age or pay or (including Medicare or Medicaid), or on any basis prohibited by applicable law.
15. **VIOLENCE IN THE WORKPLACE:** Marion Health provides a Zero Tolerance Policy for workplace violence. Acts, comments or threats of physical contact and/or violence, including intimidation, harassment and/or

coercion, whether of a joking nature or otherwise, which involve or affect Marion Health's or any of its staff, employees or visitors, or which occur on Marion Health's property or on any Affiliate Institution's property, will not be tolerated. It is the responsibility of Resident to read, understand, and abide by the Marion Health's policy "Workplace Violence Prevention and Management", and the Hospital Employee Handbook.

16. **TERMINATION**: This Agreement may be terminated or suspended by Marion Health at any time if Marion Health determines, in its sole and absolute discretion, that it is impracticable for whatever reason for Marion Health to continue with the GME Program. This Agreement may also be terminated in the event of termination or loss of accreditation of the GME Program.
17. **FINANCIAL SUPPORT AND BENEFITS**: Marion Health agrees to provide the financial support, benefits, meals, and leaves of absence described on **ATTACHMENT B** ("Resident Financial Support and Benefit Schedule").
18. **PROFESSIONAL LIABILITY COVERAGE**: Marion Health agrees to provide professional and general liability coverage for the authorized activities of Resident under this Agreement. It is specifically understood and agreed that this coverage shall not apply to any unauthorized or outside activity. The professional and general liability coverage is an occurrence plan, thus eliminating the need for "tail coverage". Coverage includes protection against awards from claims reported or filed after completion of the GME Program if the alleged actions are within the scope of the GME Program.
19. **PERFORMANCE EVALUATION**: Since the position of Resident involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities, the competence, knowledge, skills, and professional growth of Resident is evaluated. An unsatisfactory evaluation can result in required remedial activities, temporary suspension from duties, or termination from the GME Program.
20. **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 Marion Health 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 and Interview" PRIOR to departing from the GME Program.
21. **30-DAY TERMINATION**: Except as provided in Paragraph 16 above, National Resident Matching Program Policies, and 22 below, either party may terminate this Agreement prior to the Expiration Date with 30 days' prior written notice. If Marion Health terminates this Agreement, Marion Health may pay Resident 30 days of the Financial Support in lieu of 30 days' notice or may use any combination of notice and the Financial Support, at the discretion of Program Director and GMEC.
22. **SUSPENSION/TERMINATION**: This Agreement with Resident may be suspended or terminated by the Program Director, the GMEC, or Marion Health 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 Marion Health, 3) Resident breaches this Agreement, 4) the welfare of any patient may be placed in jeopardy, or 5) and including but not limited to any one or more of the following scenarios:
 - A. Act are committed by Resident that are not commensurate with good medical practice.
 - B. Disciplinary action imposed on Resident by the Program Director and/or GMEC.
 - C. 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.
 - D. Resident's failure to satisfactorily meet the standards of the GME Program or to make reasonable progress towards satisfaction of those standards.
 - E. Conduct of Resident not commensurate with good moral standards including, but not limited to, unprofessional conduct.
 - F. When it is reasonably believed by Program Director that Resident's capacity is diminished by use of drugs or alcohol.
 - G. When responsible faculty, in conjunction with the Program Director, and/or the Director of GME or his/her designee, or Marion Health Administration, believes that the Resident's effective capacity has

- been seriously diminished by emotional, mental or physical factors.
- H. Resident's failure to fulfill GME Program requirements.
 - I. Resident's failure to keep charts, records, and reports accurate, up to date, and always signed.
 - J. Resident's failure to always maintain current BLS/ACLS/ certification once acquired.
23. **ASSIGNMENT**: Nothing in this Agreement shall be construed to permit assignment by Resident of any rights or obligations under this Agreement. Such assignment is expressly prohibited.
24. **INDIANA LAW/VENUE**: The Medical Center operated by Marion Health is licensed under the laws of the State of Indiana and most, if not all, of the services to be rendered hereunder shall be performed in Indiana. Accordingly, this Agreement shall be construed and interpreted under and according to the laws of the State of Indiana. Further, the parties agree that the venue for any suit or action thereon, regardless of when brought and regardless of any personal jurisdiction rules or regulations to the contrary, shall be a court of competent subject matter jurisdiction located in Grant County, Indiana.
25. **PARTIAL INVALIDITY**: If any provision or part of a provision in this Agreement is determined by a Court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be severed and the remaining provisions will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.
26. **WAIVER OR FAILURE OF A CONDITION**: Waiver or failure to enforce any term or condition of this Agreement shall not operate as nor be construed to be a waiver of a subsequent failure of the same or other condition.
27. **COUNTERPARTS**: This Agreement may be executed in counterparts, each of which shall be deemed an original; the counterparts shall together constitute a single Agreement.
28. **MODIFICATION OF AGREEMENT**: Any modification of this Agreement will be effective only if it is communicated in writing and only if signed by the parties.
29. **ACKNOWLEDGEMENT**: Resident acknowledges and understands that he/she is required and responsible for accessing and complying with all Marion Health Policies and the GMEC Policies. Resident's signature certifies that he/she agrees to read and abide by these policies.
30. **ENTIRE AGREEMENT**: This Agreement is the entire understanding and agreement of the parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the parties. No other understanding between the parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.
31. **CONFIDENTIALITY**: Resident agrees that the terms and conditions of this Agreement shall remain confidential. Resident shall not distribute this Agreement or any part thereof or reveal any of the terms of this Agreement unless required by law.
32. **ATTORNEY FEES**. Marion Health shall be entitled to recover any and all attorney fees, litigation costs and other expenses incurred by Marion Health as a result of Resident's breach of this Agreement.
33. **ATTACHMENTS AND OTHER DOCUMENTS**: The Attachments A and B, together with all documents and policies incorporated by reference in the Attachments or this Agreement, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.
34. **NO THIRD-PARTY BENEFICIARY RIGHTS**: The parties do not intend to confer, and this Agreement shall not be construed to confer, any rights or benefits to any person, firm, group, corporation or entity other than the parties.



The Parties have executed this Agreement and signify their agreement with duly authorized signatures.

HOSPITAL

Marion Health

Signature: _____

Name: Stephanie Hilton-Siebert, MSN, FACHE
President/CEO

Family Medicine Program Director

Signature: _____

Name: Raul Zambrano, MS, MD, FACHE, FAAFP

Address for Notices:

441 N. Wabash Ave., Marion , IN 46952

RESIDENT

Signature _____

Name: _____

PGY: 1

Address of Resident:

ATTACHMENT A**"RELEASE AND AUTHORIZATION"**

This document is incorporated by reference in the Graduate Medical Education Training Agreement signed by the Resident (the "Agreement"). In executing the Agreement, I specifically acknowledge that I have read, understand and agree to be bound by all of the provisions of the Agreement.

I understand that Marion General Hospital d/b/a Marion Health (hereinafter "Marion Health") has an interest in evaluating materials that are relevant to my completion of the GME Program and fulfillment of my obligations under the Agreement, including materials that are relevant to my professional competence, ethical and moral qualifications, and character. Therefore, I agree that Marion Health Administration, the GME Director, the Program Director(s), the Graduate Medical Education Committee members, and/or their designated representatives, may:

1. Consult with Medical School Deans, Administrators, and Faculty members of institutions of learning, Medical Staff members of Marion Health, Affiliated Institutions and of other hospitals or facilities with which I have been associated, and any other person or entity who may have information which may bear on my professional competence, ethical and moral qualifications and character; and/or,
2. Inspect and/or copy all records and documents, including academic and disciplinary records, at medical centers, hospitals, clinics, as well as at universities and colleges which I have attended, and any and all medical and other records in any way related to my professional competence, ethical and moral qualifications, and character, whosoever located.

I hereby consent to the release of such information, records, and documents for such purposes to Marion Health and the GME Office from any and all individuals and organizations as indicated herein.

I release from any and all liability Marion Health, Marion Health Administration, the GME Director, the Graduate Medical Education Committee, Marion Health's Medical Staff, any Program Director, and any and all their officers, employees, agents or representatives for their acts, communications, reports, recommendations or disclosures performed in good faith as an incident to any action, inaction, proceeding, review or assessment undertaken in connection with the Agreement. I further release from liability any and all individuals and organizations which provide information, in good faith, to Marion Health, Marion Health Administration, the GME Director, the GMEC, the GME Office, Medical Staff, any Program Director, and any and all their officers, employees, members, agents or representatives concerning my academic and/or professional performance and competence, ethics, moral qualifications and character, and any other information which may be relevant to any review, evaluation, or other proceeding carried out in connection in any way with the Agreement. In addition to these specific releases, the parties listed in this paragraph shall be entitled, to the fullest extent permitted by law, to absolute immunity from liability arising from any such act, communication, report, recommendation, or disclosure.

I further understand that Marion Health Administration, its Graduate Medical Education Committee, the GME Director, Program Director, members of its Medical Staff and any other employees, agents or representatives are accorded rights, privileges, and immunities with respect to the release to third parties of information each may have concerning me.

I hereby consent to any such release of information that is made or given in a manner that is believed, in good faith, to qualify for and/or qualifies for any immunity(ies) and/or privilege(s) afforded by applicable provisions of Indiana and/or federal law.

Moreover, I specifically consent to the release of any information requested by a third-party payor or auditor of or for a third-party payor relevant to my qualifications and/or any duties performed or not performed by me under this training Agreement as determined solely by Marion Health.



I further agree that, upon request of Marion Health and/or its GME Office, I will execute releases in accordance with the tenor, spirit and intent of the Agreement, in favor of any individual or organization, subject to such requirements, including those of good faith, as may be applicable under the laws of the State of Indiana and/or the Federal government.

I ACKNOWLEDGE THAT MY SIGNATURE BELOW INDICATES THAT I HAVE READ, UNDERSTAND, AND AGREE TO AND WILL BE BOUND BY THIS RELEASE AND AUTHORIZATION AND THE AGREEMENT, AS WELL AS THE GMEC POLICIES, AND/OR ALL POLICIES AND PROCEDURES IN PLACE OR DEVELOPED BY MARION HEALTH

SIGNATURE

DATE

DRAFT

ATTACHMENT B

RESIDENT FINANCIAL SUPPORT AND BENEFIT SCHEDULE

FINANCIAL SUPPORT: Marion Health agrees to pay Resident on a bi-weekly basis as noted below. Payment is determined by the PGY level of the Resident's appointment. Deductions may be made for applicable benefits and taxes.

<u>LEVEL</u>	<u>ANNUAL FINANCIAL SUPPORT</u>
PGY1	\$60,500
PGY2	\$62,500
PGY3	\$64,500
<i>Chief Resident</i>	<i>\$1,000.00 stipend</i>

BENEFITS: Marion Health agrees to provide the following benefits based upon a 12-month appointment

- **HEALTH PLAN / DENTAL COVERAGE:** Health care coverage is available under the Marion Health health plan (the "Plan") for medical and optical expenses for Resident and Resident's spouse and/or dependent children, with a bi-weekly payroll deduction for the premium. Optional dental coverage is available, if selected, with a bi-weekly payroll deduction for the premium.

Coverage under the Plan is effective on the first day of attendance at orientation, or on the first of the month after hire.

The Plan is a self-insured, employer-sponsored health care benefit plan; it is not an insurance program. In order to receive any coverage under the Plan, Resident must complete necessary enrollment forms and submit the forms to the Human Resources. ***Any changes in family or eligibility status (such as change in marital status, new children, unemployed spouse, etc.) must be reported within 30 days of the change in eligibility status.***

- **DISABILITY/LIFE INSURANCE:** A guaranteed issue, term life insurance plan is provided at Marion Health's expense. Details are available at Human Resource Office.
- **DAYS OFF:** Resident will have four, 24-hour periods (one day in seven) free of patient care responsibilities each month, averaged over four weeks. During months with legal holidays recognized by Marion Health, Resident may have one additional day off – at the discretion of the Attending Physician and/or Program Director.
- **LEAVES:** The following leave allowances and provisions, based upon a twelve-month appointment, are provided. Leave provisions will be prorated for appointments of shorter duration. For purposes of paid leave (vacation, sick, funeral, etc.), a week is considered Monday through Friday; weekends are not included in calculations of leave time off. ***If required leave is other than Jury, Funeral or Voting; please contact Program Coordinator or the Human Resources Department for eligibility.***
 - **Paid Time Off (Vacation and Sick Leave):** PGY1-3: 20 days per year (based on 8-hour days). Paid Time Off (vacation) may not be taken and will not be granted during the first or last month of the GME Program under this Agreement, subject to the discretion of the Program Director and the GME Administrator. Scheduling of Paid Leave (Vacation) is at the discretion of the Program Director and the GME Administrator, as appropriate. Arrangements for Paid Leave (Vacation) of more than three consecutive days should be made at least 90 days in advance, all other Vacation time require 45 days notice. Unused Paid Time Off will not carry over from contract year to contract year, nor will it be paid out upon termination for any reason.
 - **Leaves of Absence Policy:** Resident may be available for Leaves if eligibility criteria met. Refer to Marion Health policy HRM-212 "Leaves of Absence Policy"; Family and Medical Leave, Indiana Military Family Leave, Mutual Consent Leave, Military Leave-USERRA, and the Hospital Employee Handbook, for specific information pertaining to leave. Employee Handbook. LOA may have an effect upon the

completion date of the GME Program. The Program Director, in compliance with Program and Board requirements, will determine whether leave time must be made up. For complete information related to eligibility for specialty board examinations, see the Program Director.

- **Funeral Leave:** Resident may be available for funeral leave if eligibility criteria met. Refer to Marion Health policy HRM-203 "Bereavement Leave" and the Hospital Employee Handbook.
- **WHITE COATS:**
Three white coats are issued at the beginning of the initial year of the GME Program at Marion Health. One (1) additional coat will be provided at the start of Years 2 and 3. Resident may retain the coats at the termination of the GME Program.
- **EMPLOYEE ASSISTANCE PROGRAM:**
Marion Health provides counseling services through an Employee Assistance Program ("EAP") that is available for Residents in GME Programs. Specific details are available from "EAP" or from Marion Health HR Office. Refer to Marion Health policy 2000.05.10; "Employee Assistance Program".
- **CME, LICENSES AND DUES, MEDICAL REFERENCE MATERIALS:**
All Residents have \$3000.00 in CME allowance per academic year. CME activities are defined as those that contribute to the knowledge base of the Resident for the practice of Family Medicine. CME activities are accepted according to the discretion of the Program. Related Medical Reference Materials/ textbooks will be reimbursed. All Discretionary Fund requests must be approved by the Program Director.
- **HOUSING:**
There is no provision whatsoever for housing accommodations for Resident or Resident's dependents. However, housing accommodation or travel reimbursement is provided for required rotations outside Marion Health consistent with ACGME requirements. Travel and housing accommodations are not provided for outside elective rotations.
- **DISASTERS**
In the event of a sudden closure of all or part of Marion Health or an affiliated training site (e.g., due to a natural disaster), or if, because of a disaster, an adequate educational experience cannot be provided for each resident/fellow. Marion Health shall use its best efforts to preserve the education of its residents. The sponsoring institution shall provide assistance for continuation of resident assignments in lieu of program closure in consultation with the ACGME. This may include such measures as:
 1. Arranging temporary transfers to other programs/institutions until such time as the residency program can provide an adequate education experience for each of its resident/fellows.
 2. Facilitating permanent transfers to other programs/institutions as necessary to maximize the likelihood that each resident will be able to complete the resident year in a timely manner; and assigning the DGME funding for the position(s) if applicable to the accepting institution.
 3. Provide ongoing support for resident salaries and benefits for up to 120 days while pursuing options 1. or 2. described above. During the period of ongoing support, residents may be assigned to alternative clinical settings if available with appropriate clinical learning environment oversight including oversight of duty hours if approved by the Program Director and DIO. Alternative clinical settings assigned during periods of disaster covered by this policy are not required to meet ACGME Residency Review Committee requirements for qualifying educational experiences and consequently may not count towards completion of graduation requirements.