

**IU HEALTH BALL MEMORIAL
HOSPITAL DEPARTMENT OF
MEDICAL EDUCATION**

**RESIDENT HANDBOOK
JULY 2022**

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RESIDENT SALARY AND BUSINESS EXPENSE ALLOWANCE
July 1, 2022 - June 30, 2023

PGY-1:

Base Salary: \$57,036.80
Business Expense: \$5,000
Sign-On Bonus (Family Medicine & Internal Medicine): \$8,500
TOTAL (w/o sign-on): \$62,036.80
TOTAL (w/sign-on): \$70,536.80

PGY-2:

Base Salary: \$59,033.60
Business Expense: \$5,000
TOTAL: \$64,033.60

PGY-3:

Base Salary: \$61,030.40
Business Expense: \$5,000
TOTAL: \$66,030.40

The Business Expense Package includes money for housing (taxable income) and moving (taxable income), meetings and books in any combination up to the specified amounts above. Approval of all expenses is at the discretion of the Program Director.

QUALIFICATION REQUIREMENTS

Signed Contract	Medical/Osteopathic School Diploma	ECFMG Certificate	Licensure	Background Check
Health Screening	I-9 Form	Location of Residence	VISAS	

No Resident will be able to begin a training program or receive any benefits without having met these requirements which include:

- **SIGNED CONTRACT**

The term of your appointment is for one year. Reappointment to subsequent years will be dependent upon satisfactory progress in education and satisfactory performance of all duties as determined by the criteria established by your individual residency programs.

- **MEDICAL/OSTEOPATHIC SCHOOL DIPLOMA**

A copy of the medical/osteopathic school diploma must be submitted prior to the beginning of training.

- **EDUCATIONAL COMMISSION FOR FOREIGN MEDICAL GRADUATES (ECFMG) CERTIFICATE**

All International Medical Graduates (IMG) must submit a valid unexpired ECFMG certificate.

- **LICENSURE TO PRACTICE MEDICINE IN INDIANA**

All resident physicians must have a "Postgraduate Training Permit," "Physician License," or "Osteopathic Physician License" in force **throughout the entire training** period as is required by the Health Professions Bureau of the State of Indiana. **It is the Resident's obligation to maintain current licensure. Each Resident's license or Postgraduate Training Permit will be verified by the Medical Education Department each year prior to expiration of the current license/permit. Residents who allow their license/permit to lapse will be suspended until it has been renewed and reactivated.**

IMPORTANT: If your home address changes during the course of your training, it is your legal obligation to notify the Health Professions Bureau. **Address: 402 West Washington Street, Room 041, Indianapolis, IN 46204; Phone Number: (317) 232-2960.**

- **HEALTH SCREENING**

Prior to the beginning of training, Residents are required to complete a physical examination and drug screen. Additional screenings may be required by Employee Health. Anyone failing to comply with these requirements will not be able to begin training or will be placed on an Administrative Leave of Absence **without** pay.

Residents will also adhere to other policies of the Employee Health Service regarding required vaccinations.

All health screening services are provided through **Employee Health Services. The Employee Health Department is located on 7 West, Phone Number: 747-3458.** The department provides hepatitis B vaccines and provides treatment for occupational injuries/illnesses at no cost to the Resident.

- **I-9 FORM - DOCUMENTATION OF IDENTITY AND RIGHT TO WORK**

The Immigration and Control Act of 1986 and the Immigration Act of 1990 states that all employees (citizens and non-citizens), must complete an I-9 form at the time of hire, which is the actual beginning of employment. This information will be used as a basis for determining eligibility of an employee to work in the United States. Documents must be presented that establish identity (e.g., driver's license or U.S. passport) and employment eligibility (e.g., social security card). International Medical Graduates on a J-1 visa must present an unexpired foreign passport, I-94 card indicating J-1 D/S (Duration of Status), and an IAP-66 from ECFMG showing expiration date, the institution, and training program. IMGs on a J-2 visa must present Employment Authorization Document Form I-688B issued by Immigration and Naturalization Service (INS).

- **LOCATION OF RESIDENCE**

Residents must reside within a reasonable distance of IU Health Ball Memorial Hospital so as to provide patients with continuity and quality care. The determination of reasonable distance may vary depending upon the specialty of the Resident member and will be determined by the Program Director of the particular residency.

- **VISAS**

Visas that permit graduate medical education training include:

- J-1 sponsored by ECFMG
- J-2 accompanied with Employment Authorization Form I-688B
- F-1 for one year of residency
- H-1B

- **BACKGROUND CHECK**

The IU Health Ball Memorial Hospital resident background check process consists of two parts: (a) the appointee will be required to complete a self-disclosure questionnaire and a consent form prior to the beginning of training; and (b) a formal criminal background check will be conducted by an external firm under contract with IU Health Ball Memorial Hospital, including a search of the OIG sanction and exclusion list.

It must be clearly understood that no new resident will be approved to start employment until a background check has been completed and the results of the check have been assessed at the program and GME administrative levels. All Resident employment offers and Resident Contracts are contingent upon a satisfactory criminal background check. Thus, no resident can begin employment and training until a satisfactory background check process has been completed.

STATEMENT OF RESIDENT RESPONSIBILITIES

Resident responsibilities include the following:

- Provide initial medical care to assigned patients in ambulatory/outpatient or inpatient settings appropriate to the Resident's experience and ability.
- Patient care responsibilities assigned to residents will be commensurate with their level of training, according to ACGME Special Requirements for the training program, the judgment of the program director, and the attending physician.
- Where appropriate, formulate a plan of care based on a thorough assessment of the patient's history, current condition, and needs.
- Write orders for the implementation of the plan of care.
- Coordinate consultations with physicians and other members of the multi-disciplinary health team.
- Facilitate communications regarding the plan of care with the patient, family, attending physician(s), and other members of the health care team.
- Perform and/or assist in procedures according to the level of delegation appropriate to the Resident's experience and ability.
- Participate in education, research, and patient care experiences required by the particular program within which he/she is a trainee.
- Supervise and teach other residents and medical students as appropriate.
- Adhere to IU Health Ball Memorial Hospital's policies and procedures including the "Medical Staff Bylaws, Rules, and Regulations."
- Before rotating to another assignment, complete and sign all medical records, charts, and reports assigned to him/her in a timely fashion.
- Participate in institutional orientations, relevant committees, projects, and other leadership assignments and activities involving the Medical Staff.
- Demonstrate the knowledge and skills necessary to provide care, based on physical, socioeconomic, psychosocial, educational, safety and related criteria, appropriate to the age of patients served in the assigned service area.
- Reflect a fundamental concern with and respect for patients' rights.
- Develop an understanding of ethical and medical/legal issues surrounding patient care, hospitals' policies governing these issues, and structures available to support ethical decision making.
- Be sensitive to and apply cost containment strategies while caring for patients.
- Conduct him/herself professionally, ethically, and personally in a manner consistent with the standards and aims of the Medical Staff and IU Health Ball Memorial Hospital.
- Develop and participate in a personal program of self-study and professional growth with guidance from the teaching staff.
- Participate in the evaluation of the program and its faculty.

POLICIES AND PROCEDURES

Duty Hours	Moonlighting Policy	Leave of Absence	Paid Day Off Plan	Expense Allowance	Completion of Training
Meals	Sexual Harassment	Zero Tolerance Policy	Resolving Learning Environment Conflicts	Closure/Reduction Policy	Grievance & Adverse Actions

All residents must abide by the clinical and administrative policies and procedures adopted by IU Health Ball Memorial Hospital and the IUH BMH Medical Staff.

Duty Hours

Resident duty hours and on-call schedules will conform to the Accreditation Council on Graduate Medical Education (ACGME) requirements. Each program is required to have a written duty hours policy consistent with the Institutional Policy:

- Duty hours must be limited to a maximum of 80 hours per week, averaged over a four-week period inclusive of all in-house activities. This 80 hour maximum includes work at home in patient care activities (e.g., working on EMR, etc.), and moonlighting. It does not include preparing scholarly activity, studying, presentations, etc. that are not directly patient care related.
- PGY-1 residents are not permitted to moonlight under any circumstances.
- Residents cannot be scheduled for in-house call more than once every three nights averaged over four weeks.
- Residents must be provided with 1 day in 7 free from all educational and clinical responsibilities, averaged over a 4-week period, inclusive of call. At-home call cannot be assigned on these free days. One day is defined as one continuous 24-hour period free from all clinical, educational, and administrative activities.
- Duty periods cannot last for more than 24 hours, although residents may remain on duty for four additional hours to transfer patients, maintain continuity of care, and participate in educational activities. Additional patient care responsibilities may not be assigned during that time.
- A 14-hour minimum rest period must be provided free of clinical work and education after 24 hours of in-house call.
- Residents are provided with adequate back-up support systems and supervision so that patient care is not jeopardized during or following assigned periods of duty.
- In rare circumstances, after handing off all other responsibilities, a resident, on his/her own initiative, may elect to remain or return to the clinical site in the following circumstances: (a) to continue to provide care to a single severely ill/unstable patient; (b) humanistic attention to the needs of a patient/family; (c) to attend unique educational events. These additional hours will count towards the 80-hour limit.
- Individual residencies may have more specific policies as mandated by the ACGME and the specialty-specific Residency Review Committees.

Moonlighting Policy

The IU Health Ball Memorial Hospital Department of Medical Education realizes that certain “moonlighting” experiences offer educational value, and such activities will be reviewed on a case by case basis. Per new duty hour requirements, PGY-1 residents are not allowed to moonlight.

No Resident shall ever be required to engage in “moonlighting.” All residents engaged in moonlighting must be licensed for unsupervised medical practice in the State of Indiana (i.e., possess a valid Physician or Osteopathic Physician License). Moonlighting residents must also possess their own federal DEA (Drug Enforcement Administration) and Indiana CSR (Controlled Substance Registration) numbers in order to engage in these activities. If a Resident engages in employment outside the training program, IU Health Ball Memorial Hospital will have no responsibility for acts or omissions occurring outside the jurisdiction of the hospital or the training program assignments.

The Resident’s program director must be fully informed about any moonlighting activity on the part of the Resident. Moonlighting activities and schedules must be submitted in writing, in advance, to the program director. The program director must acknowledge that he/she is aware that the Resident is moonlighting by signing the moonlighting form and placing the form in the Resident’s folder. The program director, at his or her sole discretion, may determine that a particular activity is detrimental to the Resident’s progress in the training program and withhold his or her approval.

Residents engaging in moonlighting activities that have not been approved by the program director risk dismissal from the program. If it comes to the program director's attention that a Resident’s moonlighting schedule coincides with the training program assignments, the Resident may be subject to disciplinary action, up to, and including termination. If it is determined that the moonlighting activity is interfering with the training of the Resident or the orderly operation of the hospital or the training program to which the Resident has been appointed, the program director may ask the Resident to reduce or terminate his/her moonlighting activity.

Residents on H-1B visas may accept moonlighting employment only if the employer for the moonlighting employment obtains approval for the concurrent employment from the INS by filing a new H-1B petition for concurrent employment for the Resident.

Residents on J-1 visas may not engage in moonlighting in the United States. The J-1 visa only gives permission for the Resident to undergo medical training in the United States.

Leaves of Absence

Residents who wish to request a Leave of Absence (LOA) are subject to the LOA policies and procedures outlined in the Employee Handbook. Residents should contact Human Resources if they have questions concerning the institution’s LOA Policy.

Certification boards vary in their requirements regarding the effect of effect of leaves of absence, for any reason, taken during Residents’ training on their eligibility and the timing for board certification. Individual residency review committee (RRC) and/or specialty board criteria for satisfactory completion of each residency program will determine the amount of additional training required because of leaves of absence. Residents should contact their Program Director for this information and/or obtain the specific relevant information from their certifying

boards.

Vacation/Time Off

IUH BMH Residents are allowed one month or vacation/time off per year. Residents must obtain prior approval for any scheduled vacation/time off from their program director or designee. Approval shall be given or withheld at the program director's sole discretion. The days off must be used during the academic year of the Resident's appointment (July 1-June 30); unused days do not carry forward to subsequent years and unused days off at the end of the training program have no cash value. Residents are not allowed to request scheduled days off during the periods of June 15 - July 15 or December 25 - January 1 without the permission of the Program Director. The June 15 - July 15 period may be waived for graduating Residents, providing the Resident has adequate days off accrued and the request is approved by the Program Director. A written request for scheduled days off should be submitted to the program director in advance as per the requirements of the individual program.

Business Expense Allowance

For the 2022-2023 academic year (July 1, 2022 - June 30, 2023), Residents shall be reimbursed up to \$5,000.00 for business expenses incurred with respect to books, professional dues, professional meetings, housing and moving expenses. The amounts stipulated above are non-cumulative and any amount remaining at the end of the academic year shall not be carried over to any subsequent years. In order to receive reimbursement for the expenses stipulated above, the individual seeking reimbursement must submit appropriate receipts in a form and manner as stipulated by applicable IUH BMH policies and procedures concerning reimbursement for business and other expenses. The applicable policies are set forth in the Administrative Policy and Procedure Manual. Reimbursement payments shall not be subject to applicable local, state, and federal withholding taxes except when specified by institutional and/or IRS policies. Further, in the event any portion of the aforesaid \$5,000.00 business expense allowance is reimbursed to Resident but Resident does not attend, does not complete and/or does not receive the item for which Resident received reimbursement ("Incomplete Allowance"), then Resident shall promptly refund and pay to IUH BMH the Incomplete Allowance within thirty (30) days following the event that causes such refund.

Meals

Meals are furnished to Residents on duty in accordance with the Resident Meal Policy.

Uniforms

Residents are provided three lab coats at the beginning of their residency. Residents are responsible for laundering their own lab coats. The lab coats are replaced as needed. Scrubs are also provided to wear while on-call, in surgery, etc. Since the scrubs are hospital property, they cannot be worn outside of the hospital. Scrubs should not be worn as "daily attire" but only when the situation is appropriate (i.e., on call, in surgery, doing procedures, etc.) The hospital is responsible for laundering all scrubs.

Smartphones

Residents will be provided an iPhone or equivalent device for their use during their time of

employment. This will be an IUH BMH-owned phone and must be turned in at the end of training. Residents may instead use a personal phone for their use; however, such personal devices are at the resident's expense and there will be no financial subsidy for such as a corporate device was offered. There also will be no technical support for personal devices.

Living Quarters

Suitable, private, and safe on-call rooms are made available to the Resident. The hospital does not provide any additional living quarters.

Completion of Training

When training is completed, Residents should provide their forwarding address to their program coordinator. Fringe benefits, such as and health insurance, will end at the training end date. The hospital will provide "tail coverage" and legal defense for professional liability insurance to cover all potential liabilities incurred while a house officer at BMH.

An appropriate certificate of training will be provided upon satisfactory completion of the education and training program. Residents who do not complete the program (i.e., complete only one year of Internal Medicine or Family Medicine), will not receive a certificate.

Workplace/Sexual Harassment

IU Health Ball Memorial Hospital does not tolerate workplace and/or sexual harassment by and to Resident members, and responds to every complaint, providing proper remediation when evidence of harassment has been determined.

This policy is in keeping with IU Health Ball Memorial Hospital's commitments to the principle of equal educational and occupational opportunities for all persons and to positive action toward the elimination of discrimination in all phases of life.

The Workplace Harassment Policy is detailed in the IUH BMH Employee Handbook. Residents are subject to the terms, conditions, and procedures outlined in the policy.

Zero Tolerance Policy for Unprofessional or Abusive Behavior

The hospital believes that all patients, ancillary support personnel, co-workers and students are entitled to equitable, respectful, and professional interaction. The hospital also believes that professionalism is best learned through a mentoring process between the faculty and students and Resident.

Policy:

1. The program director will address any perceived breaches of professional behavior with medical staff members, Residents, or their supervisors.
2. If the program director is unable to resolve the conflict, he/she has the option of referring the matter to the Graduate Medical Education Peer Review Subcommittee for review.
3. The Peer Review Subcommittee will review the matter and render a recommendation back to the program director of the involved residency program.
4. Continued violations of this policy shall be reported to the Executive Medical Director, Academic Affairs, who will make a recommendation back to the program director

- regarding final disposition of the situation.
5. Criticism of performance will be discussed in private with the Resident.
 6. Discussions about patient care with consulting medical staff among Residents or students will be carried out in a civil tone and volume. Shouting, cursing, name calling, or personal attacks have no place in such discussions. When physically present in the hospital, professional conversation and interactions are critical to patient care and to the function of the hospital.
 7. Repeated violations of this policy may result in suspension or termination according to the terms delineated in the Employee Handbook, Resident Contract, and Resident Handbook.

Process for Resolving Conflicts Concerning the Learning Environment

Students, residents, or fellows with legitimate complaints or conflicts about the learning environment should be able to make non-capricious, good faith complaints, without fear of retaliation. Because of the potential jeopardy to the reputation of the individual(s) involved, the reporting of complaints and the procedures for investigating them should be handled with care to preserve confidentiality to the maximum extent possible consistent with the goals of objectively investigating and resolving such complaints. It should be understood, however, that a guarantee of absolute confidentiality is not possible.

When a conflict arises, the parties directly involved should try to resolve the matter informally on a collegial basis. Methods to resolve the issue informally may include: direct discussion between the parties, involvement of program directors, other physicians, or counselors affiliated with the Employee Assistance Program. If this informal approach is unsuccessful, the affected party shall advise the Executive Medical Director, Academic Affairs of the situation. The Executive Medical Director shall be responsible for designing and implementing an action plan to resolve the conflict.

Closure/Reduction Policy for Residency/Fellowship Programs

Recognizing that the hospital may determine that closing or reducing the residency programs and/or fellowships sponsored by the hospital may be necessary in the future, the following policy is designed to address closure/reduction of residency/fellowship programs. Closure/reduction may result for a number of reasons such as loss of accreditation of a program or inadequate financial resources.

1. In case of a closure/reduction, the hospital will provide Residents with treatment equal to that provided to other staff affected by the closing. This will include notification of a projected closing at as early a date as possible, assistance in finding new residency appointments, and, if possible, payment of salary and benefits to the conclusion of the current contract. Provision will also be made for the proper disposition of residency education records, including appropriate notification to licensure and specialty boards.
2. The hospital will also inform Residents of adverse accreditation actions taken by the Accreditation Council for Graduate Medical Education (ACGME) in a reasonable period of time after the action is taken.
3. The IUH BMH Graduate Medical Education Committee will supervise the implementation of this policy.

Grievances and Adverse Actions

General Policy: The duties, privileges, authority and responsibilities of members of the House Staff are governed by their contracts of appointment, Resident Handbook, Employee Relations Handbook, and by the rules, regulations, policies and procedures of Medical Education, IUH Ball Memorial Hospital, and the IUH BMH Medical Staff.

- **Terms of Appointment:** Residents will be appointed for the term or terms set out in their contracts of appointment, and will be renewed in accordance with the provisions of their contracts of appointment.
- **Due Cause:** Residents are subject to disciplinary action, up to and including termination, for due cause which shall include, but is not limited to, any of the following reasons:
 1. Professional incompetence, or conduct that might be inconsistent with, or harmful to good patient care or safety or disruptive to Hospital operations;
 2. Conduct which calls into question the integrity, ethics or judgment of the individual, or which could prove detrimental to the Hospital's employees, patients, or operations;
 3. Violation of the policies and procedures of Medical Education, IU Health Ball Memorial Hospital, or the IU Health BMH Medical Staff Bylaws/Rules and Regulations;
 4. Failure to perform duties.

Grievance Policy and Procedure

The term "grievance" shall be defined as any dispute concerning the Resident member's conditions of work, or the interpretation or application of any rule, regulation, contract of appointment, practice or policy of Medical Education, IUH Ball Memorial Hospital, or the IUH BMH Medical Staff.

Formal charges of discrimination based on race, sex, age, religion, national or ethnic origin, disability, marital status, sexual orientation, or veteran status should be filed with the Human Resources Department in accordance with applicable policies and procedures outlined in the Employee Relations Handbook. The submission of a grievance shall not relieve a Resident member from his or her responsibilities, including patient care, pending the outcome of any grievance (with the exception of suspension or termination).

For any grievance, other than a grievance stemming from suspension, early termination, probation, non-promotion, and/or non-renewal of Resident's appointment, the following procedure shall apply. Grievances for which this procedure shall apply include, but are not limited to, non-promotion to the subsequent year and remediation of unsatisfactory rotations.

1. The Resident shall promptly discuss his or her concern/issue with his/her program director.
2. If the matter is not satisfactorily resolved, the Resident shall forward his or her written grievance to the Executive Medical Director of Academic Affairs.

3. The Executive Medical Director shall review the written grievance and may, as he or she deems necessary or appropriate, refer the grievance to an appropriate committee or individual(s). Determination of the appropriate committee or individuals, if any, shall be made by the Executive Medical Director at their sole discretion. If the Executive Medical Director refers the grievance to committee(s) or individual(s), any recommendation from the committee(s) or individual(s) shall be of an advisory nature only, with authority for the final decision residing with the Executive Medical Director of Academic Affairs.
4. Following review of the written grievance, and recommendation, if applicable, the Executive Medical Director shall, with the consultation of the Resident's program director, promptly render a final decision, thus completing the grievance process.
5. The Executive Medical Director of Academic Affairs shall render a final decision within thirty (30) days after receipt of the written grievance.

Adverse Action Policy and Procedure

For any grievance stemming from suspension, early termination, and/or nonrenewal of a Resident's appointment ("Adverse Action"), the following procedure shall apply.

Grounds for Hearing: The following actions shall entitle a member of the Residency program to a formal hearing upon timely and proper request:

1. Non-renewal of contract;
2. Probation;
3. Non-promotion to subsequent year of residency program (IM and FM);
4. Suspension from residency program;
5. Termination from residency program.

Initiation of Adverse Action: The Resident's program director may lodge a complaint with the Executive Medical Director of Academic Affairs stating his/her belief that there are reasons for not renewing the contract of appointment, not promoting the Resident to the subsequent year of training, terminating the contract, or suspending a member of the Residency program. The Executive Medical Director may also initiate the matter. The program director will investigate the matter, and not less than twenty days after such referral, make a written report and recommendation to the Executive Medical Director.

If the complaint is made by the director of the program to which the Resident member is assigned, the director will state the charges with reasonable particularity and clarity and make a written report and recommendation to the Executive Medical Director of Academic Affairs. If the program director recommends an Adverse Action to the affected Resident, which would entitle the Resident to a hearing, the Executive Medical Director will furnish to the affected Resident a written notice. The written notice shall contain the following information:

1. The charges described in reasonable particularity;
2. The Program Director's proposed recommendation; and
3. The right to be heard by the Executive Medical Director of Academic Affairs.

Such notice will be hand-delivered or sent by certified or registered mail, return receipt requested to the last known address of the affected Resident. The Resident will have fifteen (15) days after receipt of such written notice or hand delivery to request a hearing by the Executive Medical Director of Academic Affairs. This request must be made in writing. Failure to request a hearing will be deemed a waiver of the hearing and the Executive Medical Director shall be authorized to take final action.

Summary Suspension: Whenever a Resident's conduct or activities, in the opinion of the Executive Medical Director of Academic Affairs, his/her designee, or the Resident's Program Director, may be deemed to cause a threat of injury or damage to the health or safety of patients, employees or other persons in the hospital or to the Resident member unless prompt remedial action is taken, or if it appears reasonable to believe that the Resident member has failed to observe all laws or principles of medical ethics in such a manner as to impose a threat to patient care or the high ethical standards expected of members of the Residency Program, the Executive Director, his/her designee, or the Resident's Program Director may summarily suspend all or any part of the Resident member's duties at such time and for such duration and under such terms and conditions as determined appropriate. This action will be reported in writing to the Executive Medical Director, the Resident's Program Director, and the affected Resident.

The Resident has the right to a hearing to appeal the Summary Suspension or Adverse Action (suspension, early termination, non-promotion, and/or non-renewal of a Resident's appointment), provided the request is made **in writing** to the Executive Medical Director within fifteen (15) days of receipt of the Summary Suspension or Adverse Action.

If a written request is made for hearing, the Executive Medical Director will, within twenty (20) days after receipt of the request, provide written notice to the Resident which:

1. Informs the Resident of the date, time, and place of the hearing, the date for which is not less than fifteen (15) days or more than thirty (30) days after receipt of notice of hearing;
2. States in concise language the acts or omissions with which the Resident is charged and form the basis of the proposed recommendation;
3. Informs the Resident of what evidence or witnesses will be presented; and
4. Informs the Resident that he or she may be represented by an attorney or another physician.

The Executive Medical Director shall convene a Hearing Committee to hear the grievance.

The Hearing Committee shall consist of at least three members and not more than five members. The minimum committee complement shall consist of: the Executive Director of Academic Affairs and two other members appointed by the Executive Director of Academic Affairs. Up to two additional committee members may also be appointed to the committee by the Executive Medical Director, at his/her sole discretion.

An accurate record of the hearing will be kept, which may be accomplished by the use of a court reporter or a tape recorder if necessary. If the Resident fails without just or due cause to appear at the hearing, the failure will be deemed a waiver of the opportunity for a hearing, in the same manner as though one had not been requested. The Resident will be

entitled to be accompanied by or represented at the hearing by an attorney or another physician. The Hearing Committee may also be represented by an attorney.

The hearing need not be conducted strictly according to the rules of law relating to the examination of witnesses or presentation of evidence but will be conducted in a professional manner. Any relevant matter upon which responsible persons customarily rely in the conduct of serious affairs will be considered. The affected person will have the right to call and examine witnesses, to introduce written evidence, to cross-examine any witness on any matter relevant to the issue of the hearing, and to challenge any witness and to rebut evidence. If the affected person does not testify in his or her own behalf, the person may be called and examined as if under cross-examination.

The hearing will be confidential and open only to the Hearing Committee and those participating in the hearing process. Observers are allowed only by mutual agreement of the parties.

Within fourteen (14) days after the matter has been heard, the Executive Medical Director of Academic Affairs will transmit his or her recommendations in writing to the Resident, with a copy to the Resident's Program Director and the IU Health BMH President. The decision of the Hearing Committee and Executive Medical Director shall be final.

Exclusive Remedy: As stated above, the procedures and remedies provided herein will be the exclusive remedies available to a member of the Residency Program who is suspended, or whose contract of appointment is terminated or not renewed.

Revised: March 2015
September 2015
September 2016
March 2017
August 2018
November 2019
July 2020
September 2021