

Policy Title	GME Grievance Policy
Page	Page 1 of 5

POLICY	
PURPOSE AND SCOPE	<p>Graduate medical education provides the necessary training and education for Resident/Fellows and is essential for the development of competent and ethical physicians and healthcare professionals who can deliver safe, high-quality medical care. To prepare Resident/Fellows for independent practice and sound clinical decision-making, Memorial is committed to maintaining a supportive learning and working environment. When issues or concerns arise concerning the learning and working environment, Resident/Fellows must have the opportunity to raise such problems and provide feedback without intimidation or retaliation. Accordingly, this Policy, established in accordance with current ACGME Institutional Requirements and ACGME Common Program Requirements, outlines procedures for submitting and processing Resident/Fellow grievances in Memorial’s Graduate Medical Education Program (the “<u>GME Program</u>”) while minimizing conflicts of interest. This Policy applies solely to Grievances, as defined herein, and does not address Academic Corrective Actions, which are governed under the GME Program’s Due Process Policy.</p>
POLICY STATEMENT	<p>Resident/Fellows may submit Grievances relating to their training, learning, or working environment consistent with the procedures provided in this Policy. Resident/Fellows and other individuals who, in good faith, report a Grievance or participate in the review or resolution of a Grievance under this Policy will not be retaliated against. This Policy and the process delineated below do not apply to (1) Academic Corrective Actions; (2) allegations of sexual or discriminatory misconduct or harassment; (3) alleged violations of the Americans with Disabilities Act; or (4) issues that fall under the purview of Memorial’s Corporate Compliance Department. For any of the foregoing issues, Resident/Fellows should review and adhere to the applicable Memorial, GME, Human Resources, or Compliance Policy relating to and governing such matters.</p>
DEFINITIONS AND ACRONYMS	<p>The following words and acronyms shall have the meaning ascribed to them wherever they appear in this Policy, regardless of whether they are capitalized, unless (a) the context in which they are used clearly requires a different meaning, or (b) a different definition is prescribed for a particular section of this Policy. Words capitalized but not defined in this Policy shall have the meaning ascribed to such term in the most current version of the Accreditation Council for Graduate Medical Education Glossary of Terms, Institutional Requirements, or Common Program Requirements. All other words shall be given their common and ordinary meaning unless the context in which they are used requires otherwise. When the context requires, the gender of all words includes the masculine, feminine, and neuter, the number of all words consists of the singular and plural forms, and, when appropriate, the form of a word includes the past tense, present participle, or gerund.</p> <p>(1) “Academic Corrective Actions” means educational interventions of an individual Resident/Fellow intended to address deficiencies in academic or professional performance.</p>

Policy Title	GME Grievance Policy
Page	Page 2 of 5

	<p>(2) “ACGME” means the Accreditation Council for Graduate Medical Education.</p> <p>(3) “DIO” means the Designated Institutional Official, the individual of the GME Program who has the authority and responsibility for all of the Training Programs.</p> <p>(4) “GME Program” means Memorial’s Graduate Medical Education Program, the educational training program administered by Memorial that consists of clinical and other educational experiences in graduate medical education, designed to prepare Resident/Fellows for independent practice in a primary specialty.</p> <p>(5) “GMEC” means the Graduate Medical Education Committee, a committee of the GME Program that, in conjunction with the DIO, possesses the authority and responsibility for the oversight and administration of each of the Training Programs, as well as for ensuring compliance with ACGME’s accreditation requirements</p> <p>(6) “Grievance” means an issue or concern relating to matters that adversely affect the Resident/Fellow’s education, training, or working environment, including but not limited to violations of ACGME standards, GME or Memorial policies, supervision or duty-hour concerns, inadequate resources, mistreatment, or other program or institutional matters that are not Academic Corrective Actions.</p> <p>(7) “Grievance Letter” shall have the meaning ascribed to such term in <u>Section (1)</u> (Grievance Letter Written Requirements).</p> <p>(8) “Grievance Letter Requirements” shall have the meaning ascribed to such term in <u>Section (1)</u> (Grievance Letter Written Requirements).</p> <p>(9) “Program Director” means the individual designated with authority and accountability for the operation of a Training Program, including compliance with all applicable Training Program requirements.</p> <p>(10) “Resident/Fellow” means any physician or podiatric trainee participating in the GME Program.</p> <p>(11) “Secondary Review Package” shall have the meaning ascribed to such term in <u>Section (5)</u> (Secondary Review).</p> <p>(12) “Substitute Reviewer” shall have the meaning ascribed to such term in <u>Section (4)</u> (Process for Bypassing Program Director Review).</p> <p>(13) “Training Program” means any specialty-/subspecialty-specific graduate medical education training program within the GME Program or under its oversight, including, without limitation, all of its residency programs, fellowship programs, and podiatric programs.</p>
GRIEVANCE PROCEDURE	Resident/Fellows currently enrolled in the GME Program may use the following procedure to address Grievances concerning their training, learning, or working environment. Prior to initiating the Grievance process, Resident/Fellows and

Policy Title	GME Grievance Policy
Page	Page 3 of 5

	<p>Program Directors are encouraged to resolve or address Grievances through collegial discussion and resolution. However, when informal resolution is inadequate, this Grievance procedure provides a process for resolving such issues. The Grievance procedure may not be used to challenge the Program Director’s or faculty’s academic judgment or performance evaluations. Nor may this Grievance procedure be used to question a general rule, procedure, or policy applicable to the GME Program, Memorial, or to a particular department, hospital, or facility of Memorial. Rather, this Grievance procedure may be used by a Resident/Fellow who believes that a rule, procedure, or policy has not been followed or has been applied in an inequitable manner. Memorial and its GME Program prohibit retaliation against any Resident/Fellow or other individual who, in good faith, reports a Grievance or participates in the review or resolution of a Grievance under this Policy. Once a Resident/Fellow has utilized the following process, the Resident/Fellow may not re-initiate the process for the same Grievance.</p> <ol style="list-style-type: none"> (1) Grievance Letter Written Requirements. Grievances must be submitted in writing (“<u>Grievance Letter</u>”) and contain the following components and information: (1) a factual description of the Grievance; (2) the policy or procedure claimed to have been violated; (3) the date the Resident/Fellow first became aware of the alleged violation; and (4) the remedy sought (“<u>Grievance Letter Requirements</u>”). (2) Timeline and Method of Transmission. The Grievance process starts with the Program Director. Grievance Letters must be submitted via email or hand delivery to the Program Director no later than one month after the event giving rise to the Grievance. (3) Grievance Review. Upon receipt, the Program Director will verify that the Grievance Letter (1) has been submitted within the one-month timeframe, and (2) contains the Grievance Letter Requirements. If any of the foregoing components are missing or inadequate, the Grievance may be dismissed without review. Within fourteen (14) days of receiving the Grievance Letter, the Program Director will meet with the Resident/Fellow to discuss the Grievance and the requested remedy. Within fourteen (14) days of that meeting, the Program Director will conduct any necessary investigation and issue the Resident/Fellow a written decision outlining any steps taken or to be taken, subject to confidentiality requirements or concerns. A copy of the Program Director’s decision will be sent to the DIO. If the Program Director cannot fulfill any of the foregoing timelines, the Program Director will notify the Resident/Fellow of the expected timeframe to meet or render the decision. (4) Process for Bypassing Program Director Review. If the Program Director has an actual conflict, is the subject of the Grievance, or the Resident/Fellow is uncomfortable submitting the Grievance to the Program Director, the Resident/Fellow may instead email or hand-deliver the Grievance Letter to the DIO or Senior Director of Graduate Medical Education no later than one month after the event giving rise to the Grievance. In this instance, in addition to the
--	---

Policy Title	GME Grievance Policy
Page	Page 4 of 5

	<p>Grievance Letter Requirements outlined above, the Resident/Fellow must provide a reason for bypassing the Program Director’s review. The DIO or Senior Director of Graduate Medical Education, as applicable, will confirm that the Grievance Letter (1) has been submitted within the one-month timeframe; (2) contains all of the Grievance Letter Requirements; and (3) contains a written legitimate and good-faith reason for bypassing the Program Director’s review. If any of the foregoing components are missing or inadequate, the Grievance may be dismissed without review. If all the foregoing elements are met, the DIO will appoint one or more members from GMEC to review the Grievance Letter (“<u>Substitute Reviewer</u>”). Within fourteen (14) days of receiving the Grievance Letter, the Substitute Reviewer will meet with the Resident/Fellow to discuss the Grievance and the requested remedy. Within fourteen (14) days of that meeting, the Substitute Reviewer will conduct any necessary investigation and issue the Resident/Fellow a written decision outlining any steps taken or to be taken, subject to confidentiality requirements or concerns. A copy of the Substitute Reviewer’s decision will be sent to the DIO. If the Substitute Reviewer cannot fulfill any of the foregoing timelines, the Substitute Reviewer will notify the Resident/Fellow of the expected timeframe to meet or render the decision.</p> <p>(5) Secondary Review. If dissatisfied with the decision or resolution of the Program Director or Substitute Reviewer, the Resident/Fellow may, within seven (7) calendar days of receipt of the decision, email or hand-deliver the Grievance to the DIO for secondary review. Grievances submitted for secondary review to the DIO must be in writing and contain the following components, documents, and information: (1) a copy of the original Grievance Letter with the Grievance Letter Requirements; (2) a copy of the Program Director’s or Substitute Reviewer’s decision; and (3) a statement explaining why the Resident/Fellow disagrees with the initial decision and the remedy the Resident/Fellow is seeking (“<u>Secondary Review Package</u>”). If any of the foregoing components are missing or inadequate, the secondary review of the Grievance may be dismissed. Within fourteen (14) days of receiving the Secondary Review Package, the DIO will meet with the Resident/Fellow to discuss the Grievance and the requested remedy. Within fourteen (14) days of that meeting, the DIO will conduct any necessary investigation and issue the Resident/Fellow a written decision outlining any steps taken or to be taken, subject to confidentiality requirements or concerns. If the DIO cannot fulfill any of the foregoing timelines, the DIO will notify the Resident/Fellow of the expected timeframe to meet or render the decision. The decision of the DIO is the final decision concerning the Grievance and there is no further review.</p>
REFERENCES	ACGME Institutional Requirements ACGME Common Program Requirements ACGME Program Specific Requirements GME – Due Process Policy

Policy Title	GME Grievance Policy
Page	Page 5 of 5

	<p>MHS – Anti Retaliation Policy</p> <p>MHS – Anti-Harassment Policy</p> <p>MHS – Equal Employment Opportunity Policy</p>
ORIGINAL ISSUE DATE	July 2017
GMEC REVIEW/REVISION DATES	May 2020; July 2024; January 2026
POLICY OWNER	Office of Academic Affairs
AMENDMENTS, CONFLICTS, AND CROSS REFERENCES	<p>Memorial, the GME Program, and the Graduate Medical Education Committee reserve the right to modify this Policy, in whole or in part, at any time, at their discretion, or as otherwise required by applicable law or regulation, or applicable requirements of ACGME and other governing/accrediting bodies. In the event of any conflict or inconsistency between this Policy and any of Memorial’s other Standard Practices, guidelines, and policies and procedures, the provisions of this Policy shall govern and control. In the event of any conflict or inconsistency between this Policy and any applicable law or regulation, or any applicable requirement of ACGME or any other governing accreditation body, such applicable law, regulation, or accrediting body requirement shall govern and control as if fully set forth herein. Any reference in this Policy to a section, subsection, or paragraph shall be deemed a reference to the corresponding section, subsection, or paragraph of the Grievance Procedure section.</p>