

**INOVA FAIRFAX MEDICAL CAMPUS
GRADUATE MEDICAL EDUCATION POLICY**

Institutional Policy on Termination of Employment

I. Purpose:

To establish a policy for all post-graduate training programs at Inova Fairfax Medical Campus that will govern the process of termination of house staff employment prior to contract completion.

II. Scope:

This policy will apply to all house staff enrolled in a post-graduate program at Inova Fairfax Medical Campus. More detailed termination/dismissal criteria may be found in the Resident Agreement (contract).

III. Definitions:

House Staff or House Officer – refers to all interns, residents and fellows enrolled in a post-graduate training program

Termination – the act of severing employment prior to the date of expiration of the house officer’s contract.

LOA (Leave of Absence) – paid or unpaid approved absence for a specific period of time for medical or personal reasons.

IV. Responsibilities/Requirements:

The Resident Agreement (contract) may be terminated by mutual consent of the parties involved at any time.

A. Resignation

If a house officer desires to withdraw from his or her program, the house officer must submit a letter of resignation to the Program Director, at least 30 days in advance, stating the reason for the action. The 30 day notice may be waived, in whole or in part, at the discretion of the Program Director.

B. Automatic Termination:

The Resident Agreement (contract) shall terminate automatically and without notice upon the following:

1. the death of the House Officer
2. in the event the Medical Staff assignment of the House Officer at the Hospital is suspended, revoked or otherwise restricted
3. in the event the House Officer’s medical license terminates or is suspended, revoked, or otherwise restricted by action of the Virginia Board of Medicine
4. in the event the House Officer is convicted of a felony or any other illegal conduct or engages in inappropriate conduct substantially detrimental to the post-graduate training program, the business or reputation of the Hospital, or to the health or well-being of patients. The determination of what is

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substantially detrimental to the business or reputation of the Hospital shall lie solely in the discretion of the Administrator.

C. Termination for Cause:

1. The Resident Agreement (contract) may be terminated by Inova Fairfax Medical Campus for cause which shall be defined as material breach by the House Officer of the Agreement. In the event of such breach, Inova Fairfax Medical Campus shall give written notice to the House Officer identifying breach, and the House Officer shall have thirty (30) days from the date of notice to cure such breach. However, any breach that affects patient care or conflicts with federal, state or local laws or regulations shall be addressed immediately and cured promptly. If the House Officer fails to cure breach within thirty (30) days to the reasonable satisfaction of Inova Fairfax Medical Campus, Inova Fairfax Medical Campus shall notify the House Officer, and the Agreement shall terminate automatically at the end of the aforementioned thirty (30) days.
2. The Resident Agreement may be terminated by the House Officer upon written notice for cause which shall be defined as a “Hospital Breach” (section 5 of the Resident Agreement). In the event of Hospital Breach, the House Officer shall give written notice to the Hospital identifying the breach and the Hospital shall have thirty (30) days from the date of notice to cure such breach. If Hospital fails to cure breach within such time to the reasonable satisfaction of the House Officer, the House Officer shall so notify Hospital and the Resident Agreement (contract) shall terminate automatically at the end of the aforementioned thirty (30) days.
3. The Hospital may elect to terminate a House Officer from enrollment in a program prior to the established completion date due to:
 - a. Academic failure to progress
 - b. Misconduct
 - c. Abandonment of position/employment
 - d. Any other reason set forth in the Resident Agreement (contract)

The decision to dismiss should be made consistent with the “Disciplinary Action” section of the Institutional Policy on “Evaluation”.

When a House Officer is informed of termination or possible termination, he/she has the right to request due process as delineated in the Institutional “Fair Hearing” Policy.

V. Termination on Leave of Absence (LOA):

The maximum amount of any LOA a house officer may take in any combination of LOA is based on a 12-month time period. LOA will start on the date of request or date of need. Failure to return to work upon the expiration of LOA will be deemed a voluntary resignation/abandonment of position and the house officer will be terminated.

**Note:* If, however, additional or reasonable period of unpaid leave without benefits is required as an accommodation for a disability, the house officer should contact their Human Resources representative and program director to discuss his/her needs.