HOUSESTAFF

MANUAL

2011-2012
ACADEMIC YEAR

Department of Medical Education
Banner Good Samaritan Medical Center
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Banner Health®

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INTRODUCTION

To Our House Staff:

Welcome to Banner Good Sam. You are a very important part of everything we do and we greatly value and appreciate your contribution to patient care and the educational opportunities and experiences we all share.

The Department of Medical Education at Banner Good Samaritan Medical Center has established this House Staff Manual for our residents and fellows. The manual sets forth your duties, responsibilities, rights and privileges. Please read through it carefully.

Your program has a variety of people who can advise you on the policies and procedures of Banner Good Samaritan and the other institutions through which you will be rotating. In addition to your Program Director and faculty, there are elected resident representatives in the core residency programs of Family Practice, Internal Medicine, Obstetrics and Gynecology, Psychiatry, Surgery and Orthopedic Surgery who are members of the Graduate Medical Education Committee and have a working knowledge of the policies and procedures in Medical Education. The Program Coordinators of each residency and fellowship and their support staff are also excellent sources of information. As policies and procedures are revised throughout the year, you will be notified by your Program Director.

This Manual is divided into two sections: the first deals with policies that are unique to residents or have been adapted from the Banner Good Samaritan Medical Center Employees' Handbook for residents; the second section comes from the Banner Health Employees' Handbook that is applicable to residents.

All of us at Banner Good Sam look forward to sharing a productive and educationally worthwhile 2011-2012 academic year with you.

Sincerely,

Alan I. Leibowitz, M.D.
Designated Institutional Official for the Graduate Medical Education Programs
Banner Good Samaritan Medical Center
Chief Academic Officer for Banner Health

SECTION I

BANNER GOOD SAMARITAN MEDICAL CENTER
POLICIES UNIQUE TO RESIDENTS
AND POLICIES ADAPTED
FROM THE BANNER GOOD SAMARITAN MEDICAL CENTER EMPLOYEES' HANDBOOK

BASIC DUTIES AND RESPONSIBILITIES

Residents and Fellows are expected to:

1. Develop a personal program of self-study and professional growth with guidance from the teaching staff.
2. Participate in supervised patient care as described by your program which is effective, safe, compassionate and commensurate with your level of training.
3. Take call as set forth by your program.
4. Participate fully in the educational activities of your program and, as required, assume responsibility for teaching and supervising other residents and students.
5. Participate in the programs and activities involving the medical staff and adhere to the established practices, procedures and policies at Banner Good Samaritan Medical Center and at any other institution through which you may rotate as an approved part of your program.
6. Participate in committees as requested at Banner Good Samaritan Regional Medical Center and at any other institution through which you may rotate as an approved part of your program, especially those that relate to patient care review activities.
7. Apply cost containment measures in the provision of patient care.
8. Communicate immediately with your Program Director, Chief Resident or appropriate faculty member, if for any reason, you are sick or will be unable to fulfill your responsibilities. Remember that you will be asked to fill in for your colleagues when they are sick and as much advanced notice of absences as possible is greatly appreciated.

CERTIFICATION OF RESIDENCY OR FELLOWSHIP TRAINING

1. All residents satisfactorily completing their first year's training will receive a certificate of satisfactory completion of such training.
2. All residents will receive a certificate upon leaving Banner Good Samaritan Medical Center's graduate medical education training that will detail the time they were a resident in a Banner Good Samaritan Medical Center sponsored residency or fellowship.
3. Receipt of a certificate of satisfactory completion of the above times is contingent upon the recommendation of the Program Director and approval by the Graduate Medical Education Committee.
4. Receipt of a certificate is also contingent upon receipt of a separation form which may be obtained upon satisfactory completion of all responsibilities to include: (1) completion of all delinquent medical records at the several institutions integrated and/or affiliated with the residency, (2) return of all borrowed material to the several medical libraries, (3) return of pager, keys and other borrowed material to appropriate residency office, (4) return of the identification badge to the Department of Medical Education office, (5) return of borrowed material from the ambulatory care center, (6) signature of Research Office if pertinent and (7) completion of residency graduation information. The resident is responsible for obtaining a Separation Form from the residency office or the Department of Medical Education, obtaining the necessary clearance signatures and filing this with the Department of Medical Education where a final signature will constitute clearance for the certificate.
5. Residents will receive their certificate by mail at an address provided to the Department of Medical Education only after (1) approval of the Medical Education Committee, (2) the presence of a Final Evaluation Summary signed by the Program Director and the resident, and (3) a satisfactorily signed Separation Form. In certain circumstances the residency Program Director may apply for a waiver, which may or may not be granted, to allow for receipt of certificates at the graduation ceremony. The residency Program Director will assume the responsibility of assuring that all of the above responsibilities will be fulfilled. Any breach of this responsibility would result in subsequent denial of the waiver.

6. The residency program office will respond to queries to verify residency training for hospital appointments, state licensure, board certification, etc., for the first five (5) years following graduation, after which it will be provided for by the Department of Medical Education at Banner Good Samaritan Medical Center. Certification will require all three of the items listed in 5 above be fulfilled.

COMPLIANCE EDUCATION AND TRAINING PROGRAM

The purpose of the Compliance Education and Training Program is to facilitate the acquisition of these skills and knowledge to all Banner Health employees, medical staff members, director's and officers, and individuals not employed by Banner who, either directly or indirectly perform billing or coding functions for Banner Health or who provide direct patient care items or services on behalf of Banner (excluding vendors or suppliers whose sole relationship with Banner is the sale or lease of medical supplies and equipment to Banner Health).

In accordance with the Banner Health policy - "Compliance Program Obligations", all Banner Health employees "Covered Persons" are required to complete assigned compliance training by the due date assigned. New "Covered Persons" will be assigned compliance orientation training with a due date that is 30 days from the start of employment date. All "Covered Persons" will be assigned compliance training annually which must be completed before the "Covered Persons" annual evaluation or anniversary date with Banner Health.

These modules must be completed within the first 30 days of employment. Residents will have access to these modules as of June 16th, 2011. Fellows will have access as of June 30th, 2011. An overview of how to access the mandatory compliance modules will be given during orientation.

Annual Mandatory Education for ALL Clinical - Patient Contact Employees:

Course
1. Employee Safety Course that includes: Fire Safety, Hazardous Chemicals, Electrical Safety/Utility Failure/Loss of Communication, Emergency Preparedness, Radiation Safety
2. Infection Control: Non-Clinical (including: Standard Precautions and TB)
3. Compliance Code of Conduct
4. HIPAA Privacy Compliance Scenarios
5. HIPAA Security Compliance
6. Compliance: Resolving Compliance Issues at Banner Health
One Time Training Upon Hire:
1. HIPAA: The Power of Privacy
2. Security and Workplace Violence (Security and Safety have confirmed this)
3. Patient Rights
4. Back Safety (Workman's Comp has confirmed this)

CONTRACT RELATED ITEMS

BILLING AND ACCOUNTS RECEIVABLE All fees and charges for the Medical Education Services rendered by House Officer pursuant to this Agreement that are billed by Banner Health and received or realized as a result of the rendition of the Medical Education Services by House Officer shall belong to and be paid and delivered forthwith to Banner Health. House Officer shall not, under any circumstances, bill or charge any patients or third party payors for the Medical Education Services provided by House Officer pursuant to this Agreement.

House Officer agrees to provide Banner Health personnel with adequate information in a timely manner in order for Banner Health to bill for all Medical Education Services provided by House Officer pursuant to this Agreement. House Officer shall not enter into any managed care agreements for professional services in House Officer's own name.

All accounts receivable generated from the Medical Education Services provided by House Officer in accord with this Agreement are the property of Banner Health, and House Officer agrees to reassign House Officer's benefits to Banner Health for the Medical Education Services provided under this Agreement. House Officer hereby authorizes Banner Health or its duly authorized administrators, to accept on House Officer's behalf, any assignment made by any person who receives medical treatment from House Officer for unpaid charges under Title XVIII of the Social Security Act and to receive on behalf of House Officer any payments that may be made pursuant to such assignment. House Officer further agrees that Banner Health shall bill for all Medical Education Services rendered by House Officer, and House Officer hereby grants and assigns to Banner Health the right to bill, collect and retain all fees for the Medical Education Services rendered by House Officer.

GOVERNING LAW This Agreement shall be governed by the internal substantive law of the State of Arizona, without regard for conflicts of laws.

TERMINATION FOR CAUSE

The material failure of House Officer to meet any of the conditions set forth in the Housestaff Manual;

The disability of House Officer such that House Officer is unable to perform House Officer's obligations under this Agreement, commencing on the date that House Officer begins to receive benefits under Banner Health's disability policy;

House Officer being found to have committed any criminal, unethical or unprofessional conduct by a court of competent jurisdiction, Medical Licensing Board, Professional Societies or any Board.

House Officer willfully neglects the duties House Officer is required to perform under the terms of this Agreement, demonstrates behavior substantially incompatible with the goals, objectives, or business interests of Banner Health, the Clinic or the Hospital, or commits such acts of dishonesty, fraud, misrepresentation, or any acts of moral turpitude, as would prevent the effective performance of House Officer's duties; or

The participation by House Officer in an activity that constitutes a conflict of interest, including, but not limited to, House Officer serving as an expert witness in any proceeding in which any Banner Health facility, subsidiary or entity is or may reasonably be expected to be a defendant; provided, however, that, notwithstanding the foregoing, House Officer may testify in any such proceeding if involuntarily compelled by judicial process to do so or if House Officer has an adverse position to Banner, and such testimony shall not be cause for termination.

REGULATORY TERMINATION If, prior to the expiration of the term of this Agreement, any federal, state or local regulatory body determines that this Agreement is illegal or jeopardizes the tax exempt status of Banner Health or the Hospital or otherwise materially affects either party's business, then the
affected party shall give the other party such notice as is reasonable in the circumstances and shall make available a reasonable period within which to cure. If no cure is implemented by the parties, then Banner, in its discretion, may terminate this Agreement with such notice as is reasonable under the circumstances.

MEDICARE FRAUD AND ABUSE Notwithstanding any unanticipated effect of any of the provisions herein, neither party shall intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid Fraud and Abuse Provisions (42 U.S.C. Sections 1395nn(b) and 1396h(b)), including the Medicare and Medicaid Anti-Fraud and Abuse Amendments of 1977 and the Medicare and Medicaid Patient and Program Protection Act of 1987 (42 U.S.C. Sections 1320a-7 et seq.) or any other applicable federal, state or local law, rule, or regulation. If, prior to expiration of the term of this Agreement, federal, state or local laws are enacted and affect either party's performance or ability to perform or if such newly enacted laws render this Agreement illegal or unenforceable, this Agreement shall automatically terminate.

DISCLOSURE OF INFORMATION House Officer recognizes and acknowledges that House Officer shall have access to certain confidential information of Banner, and that such information constitutes valuable, special and unique property of Banner Health. House Officer shall not disclose, during or after the term of this Agreement, without the prior written consent of Banner Health, any such confidential information to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever, except to authorized representatives of Banner Health and except as may be ordered by a court or governmental agency. Confidential information includes, but is not limited to, the names of patients and the terms and conditions (including financial information) of agreements with or for the benefit of patients, all medical records and information, trade secrets, proprietary information, non-public information, clinical, marketing, personnel and administrative policies, procedures, manuals, protocols and reports, all written agreements and contracts, including this Agreement, and other assets of Banner Health.

CHANGE OF LAW If there is a change in any federal or state law, regulation or rule that affects this Agreement or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation, or rule, and either party reasonably believes in good faith that such change shall have a substantial adverse affect on such party's business operations or its rights or obligations under this Agreement, then such party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If (a) the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of (i) forty-five (45) days after the date of the notice seeking renegotiation or (ii) the effective date of the change, or (b) the change is effective immediately, then either party may immediately terminate this Agreement upon written notice of such termination to the other party.

NO FEDERAL EXCLUSION House Officer hereby represents and warrants that House Officer is not, and at no time has been, excluded from participation in any federally funded health care program, including Medicare and Medicaid. House Officer hereby agrees to immediately notify Banner Health of any threatened, proposed, or actual sanction or exclusion from any federally funded health care program, including Medicare and Medicaid. Such notice shall contain reasonably sufficient information to allow Banner Health to determine the nature of any sanction. In the event that House Officer is excluded from participation in any federally funded health care program during the term of

this Agreement, or if, at any time after the Effective Date, it is determined that House Officer is in breach of this Section, Banner Health immediately may terminate this Agreement.

CONFLICT OF INTEREST DISCLOSURE House Officer represents and warrants that House Officer, is not related to, affiliated in any way with, or employs (or otherwise has a compensation interest with) any officer, director or employee of Banner Health. If such a relationship exists, House Officer shall make an informational disclosure to Banner Health prior to execution of this Agreement and as a condition of employment.

DELINQUENT RECORDS POLICY

Residents and fellows dictating, writing, electronically transcribing or typing patient notes are responsible for ensuring that all patient charts are completed within the specified time period.

1. Incomplete charts will be listed in the resident's/fellow's computer file for completion. Each resident will have two weeks to complete the charts before they are placed on the delinquent list.

2. The Program Director or designee in each residency/fellowship program will receive a dated list of delinquent charts and the dates of delinquency every two weeks and will contact the resident to remind him/her of the delinquent records.

3. Any resident who has charts delinquent for 60 days or greater will automatically be suspended from regular residency/fellowship responsibilities and will be required to use vacation days to complete all of his or her incomplete and delinquent records.

DUE PROCESS FOR RESIDENTS

I. Purpose/Expected Outcome:

A. The procedures described below govern the nondisciplinary and disciplinary actions that can be taken against residents and fellows (collectively referred to herein as “residents”). Residents are physicians under contract in an accredited graduate medical education program who have privileges to practice medicine under specified conditions for a designated limited period of time. While performing their duties as a resident during the time specified in the contract, they are afforded procedural rights as described below. Residents are not entitled to procedural rights afforded under the Banner Good Samaritan Medical Staff Bylaws nor under Human Resources policies of Banner Good Samaritan Medical Center.

B. Disciplinary action is any action imposed on a resident because he or she fails to meet current standards. It is categorized into three major areas: below standard performance, professional misconduct, and impairment.

    A. Below standard performance is when a resident does not demonstrate the requisite breadth and depth of skills, attendant knowledge and judgment needed to address clinical problems expected for a resident at that level of education in that specialty.

    B. Physician misconduct is when a resident fails to fulfill the ethical, moral, and/or legal requirements that are set forth by appropriate professional organizations and legal jurisdictions as well as Banner policies. Specific mention of physician misconduct is also found under the sections on GUIDELINES FOR RELATING WITH OTHER HOSPITAL STAFF, DISCRIMINATION/HARASSMENT

POLICY, AND SEXUAL HARASSMENT. Residents should be familiar with, and abide by, the codes, rules and regulations of the American Medical Association, American Osteopathic Association, applicable specialty boards, Arizona Medical Board (AMB), the Osteopathic Board of Examiners (OBEX) and other licensing agencies, including those pertaining to professional conduct.

C. Impairment is when a resident has a physical or mental illness, including substance abuse that may affect the resident's performance.

C. Incident reports, regular evaluations, and other routine information gathered in the course of the evaluation of a resident do not constitute a request for nondisciplinary or disciplinary action, but findings may result in the initiation of investigations.

D. This policy does not deal with delinquent medical records, which is covered under a separate policy.

II. Nondisciplinary Action

A. Whenever the performance or conduct of a resident suggests the need for intervention or improvement short of disciplinary action, the residency program director or designated faculty member (referred to herein as "program director") shall investigate the matter, discuss it with the involved resident and determine the next steps. The program director will consider impairment as an underlying cause of any performance and/or professional misconduct issue. (See section on Resident Impairment.)

B. If, in the judgment of the program director, the issue warrants nondisciplinary action, he/she will take such action and subsequently advise the program's Residency Advisory Committee (RAC).

C. The program director may take any nondisciplinary action deemed appropriate, including but not limited to one or more of the following actions:

1. Clear the resident if the charges are found to be without merit;
2. Issue a letter of concern;
3. Place the resident on leave of absence for personal reasons;
4. Require that a resident obtain an assessment for substance impairment;
5. Refer the resident to Occupational Health where a health concern interferes with job performance;
6. Require the resident to repeat one or more rotations if such rotation(s) do not extend the program;
7. Require the resident to complete training in the Banner Simulation Center;
8. Require the resident to submit a formal action plan, which may include a variety of actions such as required readings and tests;
9. Require the resident to establish mentor relationships with identified members of the faculty or senior residents;
10. Require the resident to meet on a scheduled basis with identified members of the faculty or senior residents;
11. Place the resident on administrative leave pending completion of an investigation.

D. This is not considered a formal disciplinary action. The resident has no right of appeal. However, if the resident believes the action was not warranted, he/she may submit documentation of such belief to the RAC. The RAC may, in its sole discretion, review the submission and decide whether to take action.

E. **The Program Director may begin Disciplinary Action (below) without having first utilized a Non-Disciplinary Action.**

III. Disciplinary Action

A. Whenever the performance or conduct of a resident suggests the need for disciplinary action, the residency program director shall investigate the matter, discuss it with the involved resident and determine the next steps. The program director will consider impairment as an underlying cause of below standard performance and/or professional misconduct. (See section on Resident Impairment.)

B. If, in the judgment of the program director, the issue warrants disciplinary action, he/she will bring the issue, along with recommendations, before the program's Residency Advisory Committee (RAC) for deliberation and recommendation.

C. The RAC shall take any action deemed appropriate, including but not limited to one or more of the following actions:

1. Place the resident on leave of absence;
2. Require that the resident successfully complete additional training as specified by the RAC;
3. Place the affected resident on probation, specifying the behaviors/performance issues that must be remedied;
4. Recommend that the disciplinary action be mentioned on the resident's final transcript;
5. Recommend that the resident be suspended for a limited time;
6. Recommend that the resident's contract not be renewed for the subsequent year;
7. Do not recommend that the resident be allowed to sit for the designated board examination in his/her specialty;
8. Recommend that a certificate of satisfactory completion not be awarded the resident;
9. Recommend that the resident be terminated from the residency program.

D. The program director will offer the resident either the right to request consideration by the RAC of the program director's recommendation(s) for disciplinary action or the right to request reconsideration of the RAC's recommendation(s) for disciplinary action. The program director shall either:

1. notify the resident of his/her concerns and recommendation(s) for disciplinary action and advise the resident about his or her right to request consideration by the RAC; or
2. notify the resident of the RAC's recommendation(s) for disciplinary action and his or her right to request reconsideration by the RAC. .

E. The resident shall have seven calendars days to submit a written request for consideration/reconsideration to the program director.

1. If consideration/reconsideration is requested timely, the resident shall have the right to appear before the RAC and present evidence and arguments on his or her behalf. The right to appear does not include the right to be represented at the appearance with counsel or to call witnesses.
2. Failure to request consideration/reconsideration timely constitutes a waiver of the right to request reconsideration.

F. Disciplinary actions/recommendations are reported to the Graduate Medical Education Committee (GMEC) for review in executive session. The RAC must submit to the GMEC its action/recommendation along with the reasons therefor and its findings of fact, if any.

G. In the event the RAC recommends/sustains the disciplinary actions, the affected resident shall have the right to appeal to the GMEC.

1. The resident shall have 10 business days after receiving the RAC's recommendation to deliver a written request for appeal to the Chief Academic Officer (CAO).

H. Failure to request an appeal in time and manner specified shall constitute a waiver of the right to appeal, and the RAC's recommendation shall become final, immediately, with no further review process available.

I. If the affected resident requests an appeal to the GMEC, he/she shall be given the following due process rights:

1. Seven calendar days advance notice of the date, time and location of the GMEC meeting during which the appeal will occur. Where a meeting of the GMEC is scheduled to occur within seven calendar days, the resident may waive the notice requirement or request that the appeal be considered at the GMEC's next meeting.
2. The right to appear before the GMEC and bring witnesses to speak on his/her behalf. At least three business days prior to the appeal the resident shall notify the CAO of the number of witnesses he/she intends to bring.
3. The right to be heard in person, to present witnesses on his/her behalf and to question witnesses. The GMEC may question the affected resident regardless of whether the resident has asked someone else to speak on his/her behalf.
4. The right to submit an appeal statement and documents. The appeal statement and all documents must be submitted to the CAO at least five business days prior to the appeal. The CAO will distribute the statement and documents to the GMEC, the Program Director and the affected resident at least 3 business days prior to the appeal.
5. The right to be accompanied by an advisor, who may or may not be an attorney. While the advisor may consult with and advise the resident during the review, the advisor shall not participate in any way in the proceedings. If the resident chooses to be accompanied by an attorney, the resident must notify the CAO at least three business days prior to the appeal. In such event, the CAO may elect to retain an attorney to maintain decorum and rule on matters of law, procedure, and the admissibility of evidence. The RAC, acting through its Program Director, may appoint an attorney to consult and advise the program director during the appeal. The RAC's advisor may not participate in any way in the proceedings. Legal fees and other costs, if any, shall be borne by each side on its own behalf.
6. The right to a fair review panel by members who not have participated in the investigation or the adverse recommendation of the RAC and who are not aware of any reason why they would be unable to make a fair and impartial decision. The CAO, at his discretion, may ask physicians not on the GMEC to serve on the review panel. Such physicians may, but need not be, residents or teaching faculty at BGSMC.
7. The right to a recording of the proceeding. The proceeding will be recorded only if a request for recording is submitted to by the CAO by the affected resident or the Program Director at least three business days prior to the review. The method of transcription may be a tape recording or any other method selected by the CAO.

J. The burden of persuasion is upon the affected resident to demonstrate that the recommendation of the RAC was arbitrary and capricious, and not based on any legitimate academic or professional reason.

K. The GMEC shall conduct its deliberations privately. The program director who participated in the RAC recommendation/action shall recuse himself/herself from the deliberations. The GMEC shall make its decision within 10 business days following the review and shall prepare a written statement setting forth its determination and the reasons therefor. The determination of the GMEC shall be final and binding and no further review or appeal is available.

L. The record of the appeal is confidential except (a) to the extent authorized in writing by the affected resident and agreed to by the CAO or (b) as may otherwise be appropriate in response to a governmental or legal process. The action of the GMEC shall be disclosed in the same manner as all other recommendations and actions of the RAC and GMEC.

IV. *Resident Impairment*

A. Whenever any resident suspects that he, she, or another resident may be impaired, the resident should contact his or her Program Director and provide the details of the behavior or information leading to this concern. Whenever information suggests that a resident may be impaired, the program director will conduct an investigation and interview the resident to determine whether credible evidence of impairment exists. If, in the judgment of the program director, no such evidence exists, the matter is dropped.

B. If, in the judgment of the Program Director, credible evidence exists to suggest impairment, the program director will institute the drug testing policy & protocol (below) and one or several of the following:
   A. testing of bodily fluids for misuse of chemical substances according to the section on Drug Testing described below;
   B. referral to an appropriate health professional including a psychiatrist or other mental health professional;
   C. periodic sessions with the resident's faculty advisor, Program Director or both; and/or
   D. disciplinary action in accordance with the section on Procedure for Disciplinary Action previously described.

C. Unsubstantiated evidence of impairment and negative test results will remain strictly confidential within the residency and will not become part of the resident's permanent record. Credible evidence of impairment will be reported in executive session to the GMEC, which shall monitor the progress of the resident, and will be reported in response to authorized queries and otherwise as required by law.

V. *Drug Testing*

A. Because chemical substance (including alcohol, illicit and licit drugs) abuse may impair a physician's performance, tests for alcohol and chemical substances will be required at the time of the initial employment physical or whenever evidence suggests that a resident may be impaired ("for cause testing"). Residents who are on stipulation with AMB/OBEX or have signed a reentry agreement will also be subject to random testing.

B. The Program Director or designee may require a resident to undergo for cause testing for drugs and/or alcohol. Cause for such testing shall include without limitation:
   A. evidence of misuse of prescribed or non-prescribed drugs
   B. evidence of use of alcohol or drugs while on duty
   C. evidence of impairment while on duty
   D. failure to meet duties and responsibilities that other residents regularly fulfill
   E. repeated absences which are inadequately explained
   F. repeated tardiness for scheduled responsibilities
   G. bizarre or disruptive behavior
   H. any performance which is overtly negligent
   I. physical or verbal abuse toward any colleague, hospital staff member, office staff member, or patient
   J. any other circumstance which provides possible cause to believe that chemical substance abuse is present

C. All cases in which drug testing is required will be reviewed by the appropriate RAC and by the GMEC.

D. Any resident found to have tested positive will be summarily suspended and reported to AMB and/or OBEX. The resident will not be permitted to return to work until authorized by the program director and the CAO. Prior to such authorization, the resident must agree to comply with the conditions imposed by the program director, including entering into and complying with the terms of the Banner Health Reentry Agreement, and conditions imposed by AMB and/or OBEX.

E. Continuation in the residency program after a positive test is conditional upon compliance with the terms of reinstatement and at the discretion of the program director and RAC.
F. Any resident who subsequently has a positive test for the misuse of alcohol or drugs may be immediately terminated from the resident program without appeal rights.
G. Any resident who refuses to take a urine test will be summarily suspended. The disciplinary process for summary suspension will be followed. All reports mandated by law will be made.
H. Performance and/or conduct issues suggesting evidence of impairment will be investigated and disciplinary action may be initiated as set forth above.

VI. ***Summary Suspension Procedure***

A. The CAO and the program director or their designee shall have the authority to summarily suspend a resident from his/her program or summarily impose limitations whenever such action must be taken in the best interest of patient care or for a positive drug screen. Such suspension shall be reported to the program director and the CAO and shall become effective immediately upon notification to the affected resident. A resident who has been summarily suspended shall be entitled to request in writing within three (3) business days of the suspension that his or her RAC consider the matter. Within thirty (30) calendar days of receipt of such a letter the RAC will convene to consider and rule on the suspension. The Procedure for Disciplinary Action will apply to the deliberations and recommendations of the RAC. The summary suspension will remain in effect pending the above procedures, unless lifted by the CAO at his discretion.

VII. ***Automatic Suspension***

A. Action by AMB/OBEX revoking a resident's training permit to practice medicine will automatically terminate the resident's contract. Residents subject to automatic revocation will not be entitled to any of the procedural or appeal rights set forth in this manual.

Action by AMB/OBEX suspending a resident's training permit to practice medicine will automatically result in suspension of the resident's contract without pay. This suspension shall remain in effect for no more than one year. If the AMB/OBEX suspension remains in effect after one year, the contract will automatically terminate and the resident shall not be entitled to any of the procedural or appeal rights set forth in this manual. If within one year the resident's suspension is lifted and his/her training permit is reinstated, the affected resident has the right to appear before the RAC and request reinstatement into the residency program and to appeal an adverse decision as set forth in the Procedure for Disciplinary Action.

RESIDENT DUTY WORK HOURS

All residencies sponsored by Banner Good Samaritan Medical Center shall be in compliance with the Resident Duty Hour requirements established by the Accreditation Council for Graduate Medical Education (ACGME).

1. Duty Hours

    a. Duty hours are defined as all clinical and academic activities related to the residency program, ie, patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. Duty hours do not include reading and preparation time spent away from the duty site.

b. Duty hours must be limited to 80 hours per week when averaged over a four-week period, inclusive of all in-house call activities **AND ALL MOONLIGHTING**.

c. 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. One day is defined as one continuous 24-hour period free from all clinical, educational, and administrative activities. At home call cannot be assigned on free days.

d. Duty periods of PGY-1 residents must not exceed 16 hours. Duty period of PGY-2 residents and above may be scheduled to a maximum of 24 hours of continuous duty in the hospital. The activity that drives the 24-hour limit is "continuous duty". If a resident spends 24 hours of "continuous duty" time, they are limited to up to four additional hours during which his/her activities are limited to participation in didactic activities, transfer of patient care, and maintaining continuity of medical and surgical care. Strategic napping, especially after 16 hours of continuous duty and between the hours of 10:00pm and 8:00am is strongly suggested.

e. PGY-1 residents should have 10 hours, and must have eight hours, free of duty between scheduled duty periods. Intermediate-level residents (as defined by the Review Committee) should have 10 hours free of duty, and must have eight hours between scheduled duty periods. They must have at least 14 hours free of duty after 24 hours of in-house duty.

f. Residents in the final years of education (as defined by the Review Committee) must be prepared to enter the unsupervised practice of medicine and care for patients over irregular or extended periods.

2. On-Call Activities

The objective of on-call activities is to provide residents with continuity of patient care experiences throughout a 24-hour period. In-house call is defined as those duty hours beyond the normal work day when residents are required to be immediately available in the assigned institution.

a. PGY-1 Residents do not take home call.

b. PGY-2 residents and above must be scheduled for in-house call no more frequently than every-third-night (when averaged over a four-week period).b. At-home call (pager call) is defined as call taken from outside the assigned institution.

1. The frequency of at-home call is not subject to the every third night limitation. However, at-home call must not be so frequent as to preclude rest and reasonable personal time for each resident. Residents taking at-home call must be provided with 1 day in 7 completely free from all educational and clinical responsibilities, averaged over a 4-week period.

2. When residents are called into the hospital from home, the hours residents spend in-house are counted toward the 80-hour limit.

3. The program director and the faculty must monitor the demands of at-home call in their programs and make scheduling adjustments as necessary to mitigate excessive service demands and/or fatigue.

4. Any resident that feels they are unsafe to drive themselves home after work may call for a taxi and be reimbursed by Medical Education for the cost of the taxi upon presenting a receipt.

3. Monitoring:

a. Each program at BGSMC will report on Resident Duty Hours at each GMEC monthly meeting.

b. The Chief Academic Officer will query the resident representatives monthly regarding duty hours and fatigue during the GMEC meeting.

c. Internal reviews will include the program policy for duty hours, monitoring mechanisms and WebAds documentation.

d. The GMEC will review the results of the ACGME Resident Survey which includes duty hours.

e. Periodically, Medical Education will survey all or selected groups of residents and convey the results to the Program Directors.

4. Residents in final years of education must be prepared to enter the unsupervised practice of medicine and care for patients over irregularly or extended periods of time.

RESIDENT EDUCATION ON STRESS, SLEEP DEPRIVATION, FATIGUE AND SUBSTANCE ABUSE

BGSMC ensures that each program provides effective educational experiences for residents that lead to measureable achievement of educational outcomes in the specific sub-specialties and in the ACGME competencies with regard to personal health.

Each program must ensure that residents are educated on a yearly basis in stress, sleep deprivation, fatigue and substance abuse.

EVALUATIONS OF RESIDENTS AND FELLOWS

1. Faculty will evaluate a resident's performance in a timely manner during each rotation or similar educational assignment, and document this evaluation at completion of the assignment.
   - Each program will provide objective assessments of General Competence of patient care, medical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, and systems-based practice.
   - The program will use multiple evaluators and document progressive resident performance improvement appropriate to their education level.

- The Program Director or designee will provide each resident with documented semiannual evaluation of performance with feedback.
  - o During this time:
    - ▪ All written evaluations which are new since the last evaluation feedback session will be reviewed.
    - ▪ Other items may be discussed such as moonlighting, amount of time in personal study, problems in the residency or others which bear upon the resident's performance, career direction, etc.
  - o At the completion of the session the Program Director or designee
    - ▪ Must summarize the documented evaluations to date
    - ▪ Note that the resident was advised of his/her evaluation and
    - ▪ Specify in writing any instructions that require resident's corrective action.
  - o The resident must acknowledge by signature all previous written summaries.

2. The evaluations of resident performance must be accessible for review by the resident, in accordance with institutional policy.

3. The program will provide a summative evaluation for each resident upon completion of the program. This evaluation will become part of the resident's permanent record maintained by Banner Good Samaritan Medical Center (BGSMC), and will be accessible for review by the resident in accordance with BGSMC policy. This evaluation will:

   - Document the resident' performance during the period of education and
   - Verify that the resident has demonstrated sufficient competence to enter practice without direct supervision.
   - Be signed by both the resident and program director.

4. Resident files will remain intact. After 5 years they may be electronically transcribed and stored.

ELIGIBILITY AND SELECTION OF RESIDENTS

1. Eligibility and Selection of Residents:

   A. Resident eligibility: Applicants are considered eligible if they meet one of the following:
      1) Graduates of medical schools in the United States and Canada accredited by the Liaison Committee of Medical Education (LCME).
      2) Graduates of colleges of osteopathic medicine in the United States accredited by the American Osteopathic Association (AOA).
      3) Graduates of medical schools outside the United States and Canada who meet one of the following qualifications:
         i. Have received a currently valid certificate from the Educational Commission for Foreign Medical Graduates prior to appointment, or
         ii. Have a full and unrestricted license to practice medicine in a US licensing jurisdiction in which they are training.

      4) Graduates of medical schools outside of the United States who have completed a Fifth Pathway program provided by an LCME-accredited medical school.

B. Visas:
   1) Banner Good Samaritan Medical Center (BGSMC) programs will accept an applicant with a J-1 Visa status.
   2) BGSMC does not accept/sponsor an applicant with an H-1 or any other Visa status.

C. Resident selection
   1) Banner Good Samaritan Medical Center (BGSMC) will ensure that its ACGME-accredited programs select from among eligible applicants on the basis of residency program-related criteria such as their preparedness, ability, aptitude, academic credentials, communication skills, and personal qualities such as motivation and integrity. BGSMC programs will not discriminate with regard to sex, race, age, religion, color, national origin, disability, or any other applicable legally protected status.
   2) In selecting from among qualified applicants, BGSMC will participate in an organized matching program, such as the National Resident Matching Program (NRMP).

D. Conditions for reappointment
   1) Non-renewal of appointment or non-promotion: 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, BGSMC will ensure that its programs provide the resident(s) with a written notice of intent no later than four months 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, BGSMC will ensure that its programs provide the resident(s) 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.
   2) Residents will be allowed to implement the institution's grievance procedures if they receive a written notice either of intent not to renew their agreement(s) or of intent to renew their agreement(s) but not to promote them to the next level of training.

E. Grievance procedures and due process (as described in Resident Manual)
   1) BGSMC will provide residents with fair, reasonable, and readily available written institutional policies and procedures for grievance and due process. These policies and procedures will minimize conflict of interest by adjudicating parties in addressing:
      i. Academic or other disciplinary actions taken against residents that could result in dismissal, non-renewal of a resident's agreement, non-promotion of a resident to the next level of training, or other actions that could significantly threaten a resident's intended career development: and
      ii. Adjudication of resident complaints and grievances related to the work environment or issues related to the program or faculty.

HOSPITAL STAFF RELATIONSHIPS

1. The purpose of this policy is to ensure optimum patient care by promoting a safe, cooperative and professional healthcare environment, and to prevent or eliminate (to the extent possible) conduct that:

- Disrupts the operation of the hospital
- Affects the ability of others to do their jobs
- Creates a hostile work environment for hospital employees or other medical staff members
- Interferes with an individual's ability to practice competently

2. Optimum patient care depends upon the collaborative efforts of a variety of health care professionals and workers who deal directly and indirectly with the patient, including effective communication and clarity of responsibility.

    a. Residents are expected to relate with these persons with mutual respect, making the patient's interest primary. Since conflicts often arise, the resident is expected to take the responsibility to resolve conflicts in a respectful manner which promotes mutual agreement. Unilateral decisions are sometimes necessary but only when the resident feels it is necessary because of the patient's best interests. Reprimanding a health care team member should be done only after consultation with the chief resident or Program Director and then in private, preferably with the team member's supervisor present.

    b. Abuse is cause for disciplinary action, including suspension. Statements that are insulting, derogatory and offensive in nature constitute verbal abuse, especially when made in public and cause embarrassment. Yelling, if it is a repeated behavior, is verbal abuse. Striking another in anger is physical abuse. Physical abuse is cause for immediate suspension and verbal abuse is cause for disciplinary action.

INTERNATIONAL MEDICAL GRADUATES

All residents are responsible for supplying documentation demonstrating their ability to work legally in the United States. Employment will not commence or will cease immediately with NO RIGHT TO REVIEW should a resident's visa expire or should he/she be unable to document his/her ability to work legally.

INTERNAL REVIEW

Each residency program will undergo an Internal Review midway between the last ACGME RRC site visit and the next scheduled visit. The recommended date of internal review is found on the latest ACGME accreditation letter. A formal self-study program will be undertaken by the Residency program with its faculty and residents using the Self-Study Protocol approved by the Graduate Medical Education Committee (GMEC). An Internal Review Committee (IRC) consisting of the Associate Dean for Graduate Medical Education of the University Of Arizona College of Medicine -- Phoenix Campus, the Chief Academic Officer or his designee, one program director, one faculty from other residency programs, and at least one resident from another program will be appointed by the GMEC. Other individuals, such as outside resources, may be appointed upon recommendation of the program director and approval of the GMEC.

The Self-Study Protocol instrument will be reviewed periodically or no less than every four years to ensure that it effectively addresses the ACGME program requirements of those residencies at Banner Good Samaritan Medical Center, the ACGME Institutional Requirements and other concerns important to Banner Health.
The internal review will assess each program's:

a. Compliance with the Common, specialty/subspecialty-specific Program, and Institutional Requirements.
b. Educational objectives and effectiveness in meeting those objectives;
c. Educational and financial resources;

d. Effectiveness in addressing areas of non-compliance and concerns in previous ACGME accreditation letters of notification and previous internal reviews.
e. Effectiveness of educational outcomes in the ACGME General Competencies.
f. Effectiveness in using evaluation tools and outcome measures to assess a resident's level of competence in each of the ACGME general competencies and
g. Annual program improvement efforts in:
    1. Resident performance using aggregated resident data;
    2. Faculty development
    3. Graduate performance including performance of program graduates on the certification examination; and
    4. Program quality.

Using those, the IRC will study the self-study report, examine the files (resident, faculty, rotation, etc.) of the program, and address specific questions that are part of the charge of the committee. The IRC will conduct interviews with the program director, key faculty members, at least one peer-selected resident from each level of training in the program and other individuals deemed appropriate by the IRC.
A written report of the internal review for each program will contain:

a. The name of the program reviewed
b. The date of the assigned midpoint and the status of the GMEC's oversight of the internal review at the midpoint;
c. The names and titles of the IRC Chairman and committee members
d. A brief description of how the internal review process was conducted, including the list of the groups/individuals interviewed and the documents reviewed
e. Sufficient documentation to demonstrate that a comprehensive review followed the GMEC's internal review protocol
f. A list of the citations and areas of non-compliance or any concerns or comments from the previous ACGME accreditation letter of notification with a summary of how the program and/or institution subsequently addressed each item.

The DIO and the GMEC will monitor the response be the program to actions recommended by the GMEC in the internal review process.

BGSMC will submit the most recent internal review report for each training program as part of the Institutional Review Document (IRD).

LEAVE OF ABSENCE FOR RESIDENTS

As each Medical Specialty Board may require a specific time period for board eligibility, a resident on leave covered by this policy may not meet this requirement and may be required to make-up the missed time in order to meet Board requirements or may be required to repeat the year. Make-up time for an authorized leave must be arranged with the Program Director. The Program Director shall specify the make-up period, the educational goals and the requirements of the Board. The length of this make-up period will be individualized with the resident's best interest taken into consideration. The curriculum agreed upon by the Program Director and resident will be documented in the resident's file. During any make-up period the resident shall receive appropriate salary and benefits for the level of training.

Leaves of absence will be granted in accordance with Banner Health policy. Because of specialty board requirements, within a given academic year, sick time, vacation time, and family leave combined should not exceed the time allowed by the specific specialty. Should the allowed time be

exceeded, the resident will be required to extend the length of his/her residency. This must be addressed with the Program Director.

RESIDENT VACATION

A Resident may use personal leave for any purpose at the discretion of the resident with the Program Director's approval and subject to the staffing needs of the Department. Typical uses of Personal Leave includes vacations.

A.The amounts of Personal Leave available as follows:

1. There shall be three one-week periods of personal leave available per academic year at times mutually agreed upon by the Resident and the Program Director subject to the staffing needs of the Department.

B.Leave cannot be carried over from one academic year to the next.

C.Residents at BGSMC do not participate in Banner Health's Paid Time Off (PTO) plan. If a resident resigns, or is terminated prior to the end of their contract, he/she is entitled to the dollar value of the remaining vacation time.

EXTENDED PERSONAL LEAVE

A compelling personal issue may prompt the resident to request an extended Personal Leave of Absence, which the Program Director may approve. Sixty days is the maximum time a Program Director can approve for this type of Leave. Medical, Dental and Life Insurance may continue if the resident pays the full cost.

MEAL POLICY

Per ACGME requirements, all Banner Good Samaritan Medical Center (BGSMC) residents have access to food services 24 hour a day while on call in all institutions.

Residents will be given meal cards with a preset amount. The amount is determined by the residents/fellows individual departments according to their call schedule. There is a $10 fee if a meal card is lost or destroyed. New cards are given out at the beginning of each academic year.

The amount programmed for each resident is provided to cover those meals while on required call. It is not intended to provide meals or snacks for other workers or family members nor is it intended to provide for meals for those days when the house officer is not on call.

MISCELLANEOUS REQUESTS FROM PROGRAM DIRECTORS

Various requests from Program Directors require deliberation by the Graduate Medical Education Committee.

Procedure:

The following requests require deliberation and action by the Graduate Medical Education Committee:

- All applications for ACGME accreditation of new programs;
- Changes in resident complement;
- Additions and deletions of participating institutions used in a program;

- Appointments of new Program Director;
- Progress reports requested by any Review Committee;
- Responses to any adverse actions;
- Requests for "inactive status" or to reactivate a program;
- Voluntary withdrawal of ACGME-accredited programs;
- Requests for appeal of adverse actions, and written appeal presentations to the ACGME.

ON-CALL ROOMS

Residents, fellow and medical students will have access to the recently constructed on-call rooms, study areas, lockers and exercise room on West Tower – 5 by using their security badges. Each training program has specified sleep rooms. Please respect their assignments. In an effort to help this whole area be a wonderful resource, the following rules were developed:

PRIME DIRECTIVE: Please consider the new call area, your home away from home. Make it a place that you would like to have family, friends, applicants and faculty visit.

1. There is no room service for linen or towels. You are responsible for removing your used linens and towels in the morning and putting clean linen on your beds and towels in the bathroom.

2. Use available laundry hampers for dirty linen – hampers are placed throughout the entire floor

3. Place wet towels in the laundry hampers, even though your Mother taught you to never to put wet clothes in with dry, dirty clothes.

4. Pick up after yourselves in your room and in the common areas – someone might decide that the black Armani shirt looks a lot better than their black Fruit of the Loom t-shirt.

5. Keep common books and journals in the reading room/study area.

6. DO NOT prop doors open – it creates a fire hazard and allows access to those who do not belong in the area.

7. DO NOT move the exercise equipment. This area is for House Staff and students.

8. The TVs and lamps in each room are pretty delicate items. Please show these items respect as you could be asked to replace abused items.

9. Store valuables in lockers – you must provide the locks. At the end of your Banner Good Samaritan rotations you must remove the lock and contents. Failure to do so will result in the lock being clipped and your valuables, etc. removed.

10. If your computer is out of ink or paper, notify your Program. All programs should have these items in stock. DO NOT take these items from another computer or printer.

11. If you have a computer or printer malfunction, call the Support Desk at 747-4444.

12. The Call Area and rooms are part of the Hospital and are not for entertaining guests. Please use your ultimate discretion. Remember the **Prime Directive**.

ON-CALL AND HOLIDAYS

Holidays are treated as weekend days. Residents can be expected to be on call for some and off for others. Some holidays at the VA are not considered holidays at Good Sam or in the Clinic.

DECEMBER HOLIDAY TIME OFF

Time off over the holiday season may be granted on a program by program basis and rotation by rotation basis by each of the residency programs. Such time off will be at the discretion of the Program Director and will be determined by the patient care needs of specific services. Such time off will not count against vacation time unless the resident extends the time off beyond that granted, in which case the entire time away from the service will be counted as vacation.

ON-CALL FOR RESIDENTS ROTATING BETWEEN DEPARTMENTS

In order to ensure that residents do not have back-to-back call nights when rotating from one department to the next. Call schedules for a given month should be published by the 16th day of the previous month. Administrative residents responsible for scheduling affected residents on call one or two nights prior to switching will be responsible for communicating with the affected department.

Procedure:
Residents rotating from one department to another are at risk for having back-to-back nights on call. In order to prevent this from occurring, the following responsibilities are set forth.

- Administrative scheduling resident in the department the affected resident is rotating to is responsible to confirm that the affected resident has an appropriate interval (at least 3 nights) between calls.
- Administrative residents responsible for making the night call schedule will have the next month's schedule for their program available by the 16th of the previous month.

PAGERS

Residents will be issued a pager. Pagers are one of the major means by which people in the Medical Center communicate with each other. Residents are expected to keep the pager functional and turned on during work and on-call hours (including electives). Residents are expected to respond to a pager call in an appropriate time frame. Replacement batteries may be obtained from each residency office, Medical Education Office or Transport Services after hours.

Should a pager not work due to normal wear and tear it will be replaced at no charge by the resident's program. If the pager does not work due to being stolen, lost or damaged, the resident will be responsible for a $25 replacement fee. The resident will be provided a new pager once the fee is received.

PARKING

Housestaff will be issued a name badge programmed to permit access to the parking structure immediately to the south of the West Tower. Housestaff will receive a parking decal that permits them to park in the RED areas. House staff will be cited if they park in other areas. Vehicles are subject to towing.

Parking in the Patient's Parking area of the 925 Building on the southwest corner of McDowell and 10th Street is prohibited. Residents parking there are subject to citation.

If the name badge/parking permit is lost there is a $10 replacement fee.

PATIENT RELATIONSHIPS

1. It is important that residents introduce themselves by name and ensure that the patient and family knows them by name. This is one of the more common errors of omission that occurs. It is important that residents explain their role in the care of each patient they attend.

2. It is appropriate to address patients by their surname preceded by Mr, Ms., Dr., etc. Residents should address a patient by their first name only if invited to do so. Residents are encouraged to ask patients how they wish to be addressed.

3. In the midst of the press of time and demands, it is important to remember that most patients are frightened, intolerant of their symptoms, frustrated, and often not coping as well as ordinary. Returning to this awareness increases one's tolerance of difficult situations and leads to genuinely rewarding relationships with patients and their families. Part of this is accurately identifying and acknowledging their feelings while avoiding judgment about these feelings.

4. It is essential to take time to explain to patients what is happening to them, what is recommended for them, and what the benefits and risks of your recommendations are.

5. Each resident is expected to dress neatly and be well groomed at all times. Each residency program sets its own dress code.

PAYCHECKS

The first paycheck for residents and fellows will be issued on the first payday following start date. This will be on June 25 for residents beginning orientation on June 16, and will be for 32 hours. For fellows beginning July 1 (or June 30th if you are able to attend orientation), their first paycheck will be on July 9, for 32 hours. Paychecks will be distributed every two weeks thereafter.

Direct or automatic deposit of your paycheck is available through one's bank and Banner Health. This allows Banner Health to directly deposit a resident's paycheck to an account in their bank or credit union. After signing up for the program, it takes one to two pay periods for the direct deposit to begin. Residents can receive a receipt of deposit to verify that the money was transferred to their account through the Banner Health Intranet EMSS. Residents should contact their program director or the Office of Medical Education for more information.

PROBLEM SOLVING AND GRIEVANCE PROCEDURES

Purpose/Expected Outcome:

A. Policy

Residents are encouraged to address any problems they encounter on the services through which they rotate. The majority of problems should be dealt with informally. If problems can not be successfully handled informally, residents have the opportunity to file a formal written grievance, first with their program director, second with the Chief Academic Officer, and finally with the Medical Education Committee.

B. Procedure

1. Informal Problem Solving: Residents encountering problems that they believe cause an undue personal burden or hamper education or patient care or both are encouraged to seek help from more senior residents, program faculty and/or the program director to address the situation. There are many avenues that may be taken to investigate the nature of the problem and seek potential solutions using the informal approach. In the great majority of cases problems can be handled using this approach.
2. Formal Grievance – Step One: Residents who are dissatisfied with the outcome(s) of informal methods may submit a written grievance to the resident's program director for his or her consideration. This grievance must include:

 a. A description of the nature of the problem in sufficient detail that the program director can pursue subsequent investigation;
 b. A description of the steps taken by the resident to bring about resolution using informal methods;
 c. An explanation why the informal steps were unsatisfactory; and
 d. The resident's recommendations of actions that he or she believes would bring about an appropriate remedy of the problem.
 e. The program director will investigate the matter, including discussing the matter further with the involved resident and will reply in writing to the resident within 30 days

3. Formal Grievance – Step Two: Residents who are dissatisfied with the outcome of the consideration by the program director may submit a written grievance to the Chief Academic Officer of Banner Good Samaritan Medical Center for his or her consideration. This grievance must include:

 a. The written formal grievance submitted to the program director;
 b. The written formal reply by the program director;
 c. An explanation why Step One was unsatisfactory; and
 d. The resident's recommendations of actions that he or she believes would bring about an appropriate remedy of the problem.
 e. The Chief Academic Officer will investigate the matter, including discussing the matter further with the involved resident and will reply in writing to the resident within 30 days.

4. Formal Grievance – Step Three: Residents who are dissatisfied with the outcome of the consideration by the Chief Academic Officer may submit a written grievance to the Graduate Medical Education Committee for their consideration. This grievance must include:

 a. All formal documents pertaining to the grievance;
 b. An explanation why Step Two was unsatisfactory; and
 c. The resident's recommendations of actions that he or she believes would bring about an appropriate remedy of the problem.
 d. The GMEC will hold a hearing in Executive Session to hear the grievance from the resident and deliberate the matter. It may hear other evidence as it deems necessary. It will render a decision within 30 days of the hearing in writing to the affected resident. The decision of the Graduate Medical Education Committee is final.

C. Banner Health System is committed to preventing any retribution against persons who raise legitimate concerns about the terms and conditions of their employment, in good faith, including the nature of their Graduate Medical Educational program. All faculty, program directors and the Chief Academic Officer are expected to take time to address the concerns and work toward their satisfactory resolution.

MOONLIGHTING (PROFESSIONAL ACTIVITIES OUTSIDE OF PROGRAM)

Policy:

Any house officer on contract with Banner Good Samaritan Medical Center who wishes to engage in professional activities outside the educational program for remuneration ("moonlighting") must obtain written approval from the Director of his/her residency program and the Chief Academic Officer (CAO). This statement of permission will be included in the resident's file. No Resident will be required to engage in moonlighting.

A. Moonlighting must not interfere with the ability of the resident to achieve the goals and objectives of the educational program.
B. Time spent by residents in Internal and External Moonlighting must be counted towards the 80-hour Maximum Weekly Hour Limit.
C. PGY1 resident are not permitted to moonlight.

Procedure:

The Program Director will:

- Require a prospective, written request
- Monitor resident performance to assure that the duty hour limits are not violated, resident fatigue is not contributing to diminished learning or performance or interfering with patient safety. If duty hours are exceeded, or a resident's performance is noted to be suboptimal, the Program Director has the authority to revoke the resident's moonlighting privileges.

The resident will certify by signature that he/she:

- if required, has an independent medical license to participate in such activity,
- if required, has the necessary D.E.A. number (independent of the Medical Center's DEA number) to prescribe controlled substances if that is expected,
- if required, has necessary professional liability coverage separate and apart from the residency program coverage, and
- will not depend upon the Medical Center personnel, e.g., hospital operators, secretaries, etc. for providing assistance in fulfilling the duties and responsibilities of such activities.

Professional activities for which the resident receives remuneration over and above his/her usual stipend may be considered part of the residency curriculum, thereby qualifying the resident and supervisors for Banner professional liability coverage, as long as:

- there is qualified supervision,
- the experience provided would be difficult to obtain otherwise,
- the experience is preapproved for curricular credit on an individual basis by the residents Program Director, and the CAO, and

- an evaluation is completed by the supervising physician(s) based upon the objectives of the experience.

Each residency program may add to the requirements or restrict moonlighting as it sees fit so long as the above basic elements are met.

MALPRACTICE (PROFESSIONAL LIABILITY COVERAGE)

Banner Health provides professional liability coverage for residents. Such coverage extends to professional acts occurring in the course of residents' responsibilities under participation in the Training Program. This insurance provides coverage on an "occurrence" basis, or if claims made it will include unlimited extended claims reporting coverage (tail). THIS INSURANCE DOES NOT COVER RESIDENT FOR ANY ACTIVITIES PERFORMED OUTSIDE THE SCOPE OF THE RESIDENT'S TRAINING PROGRAM RESPONSIBILITIES (e.g. "MOONLIGHTING"). Any exceptions must have prior approval from Risk Management. The resident must contact Banner Health's Risk Management department whenever there is an adverse event that may lead to a claim or if the resident receives a subpoena or claim. Risk Management is available 24 hours a day.

QUALITY ISSUES INVOLVING RESIDENTS

Any health professional may report a quality issue involving a resident to the appropriate Program Director or Chief Academic Officer (CAO). No official action, i.e., filing a report in the resident's file, will occur with only verbal reports. All written incidents will be reviewed by the CAO and forwarded to the appropriate Program Director for action. After appropriate investigation, a written concluding report shall be sent to the person filing the written incident report with the CAO within 60 days of receipt of the written incident report by the CAO. This written concluding report shall be filed in the resident's file. If no further incidents or action similar to the reported incident occurs during the residency period, this written concluding report will be expunged from the resident's file upon graduation or leaving the residency. If the written concluding report becomes supporting documentation of a larger sub-file leading to probation or greater, the written concluding report will be retained in the resident's file permanently as supporting documentation. The CAO will create a log of quality incidents to include the written incident report and the written concluding report. This log will contain only the five most current years. Any supporting documentation leading to disciplinary action of probation or higher will be filed with the Graduate Medical Education Committee Executive Session minutes in which the disciplinary action was discussed which will remain as permanent files.

RESIDENCY ADVISORY COMMITTEE

The Program Director of each residency or fellowship is primarily responsible for the effective operation of that residency or fellowship and for its continuing accreditation. In the development of policies and procedures the Program Director needs an advisory body to assure that these policies have a broad base of support. Each residency and fellowship program will have a Residency Advisory Committee (RAC). The members of each RAC will be appointed by the Program Director. It will consist of representatives of the full-time faculty, the residents and the teaching attending physicians from that program. Representation should be considered from each institution and program in which there are required rotations.

Appointments will be reviewed on a regular basis

Procedure:

The RAC will:

- be responsible for providing advise or consultation on those policies for the residency/fellowship by which the Program Director and faculty operate, these include but are not limited to:
    - curriculum
    - selection of residents
    - selection of full-time faculty, and
    - selection of teaching attendings.
- Assure and review the periodic evaluation of
    - Residents
    - full-time faculty
    - teaching attendings and
    - graduates of the program.
- Will review the Program Director's recommendations for annual promotion of residents, issuance of a certificate of satisfactory completion, and recommendation to take the board examinations in that specialty.
- Hear all disciplinary actions taken against residents and make recommendations to the Graduate Medical Education Committee.
- Meet at least quarterly.

The program director in conjunction with the RAC-will

- be responsible for developing the strategic plan for the residency/fellowship and review of its implementation.
- The residency Program Director or an appropriate member of the RAC will submit periodic reports to the departmental or section committee under which it operates when necessary.

GRADUATE MEDICAL EDUCATION DISASTER POLICY

A. To define the procedures for the provision of administrative support to GME programs and residents in the event of a disaster or interruption in patient care.

B. In the circumstance of the occurrence of events impacting the ability of the institution to continue adequate residency education, the DIO in collaboration with the affected program director(s), department chair(s) and administration will determine if a disaster has occurred and what steps will be necessary to ensure continued education of trainees and patient care in collaboration with the hospital.

1. The DIO will:
    a. Call an emergency session of the GMEC to discuss the nature of the disaster and the impact on residency education. The location and timing of the meeting will be communicated directly to each Program Director.
    b. Notify the Chief Medical Officer, the Chief Executive Officer and The Chief of Staff (of the Organized Medical Staff) of the disaster.
    c. Contact the ACGME (Institutional Review Committee Executive Director) within ten days of the declared disaster. The ACGME will establish due dates for the institution and affected program(s) to:
        (1) Submit program reconfigurations to the ACGME
        (2) Inform each affected program's residents of transfer decisions. (Due dates for submission are usually no later than thirty-days, unless other due dates are approved by the ACGME.)
    d. Maintain appropriate and frequent contact with the ACGME allowing the ACGME to maintain updated and accurate information related to the disaster on the ACGME website.
2. The Program Director(s) will:

   a. Contact the Residency Review Committee Executive Director for their program within 2 days after the DIO has contacted the ACGME (see above) to provide disaster related information to the RRC and to respond to RRC requests for information.
   b. Contact all key faculty and residents in the program as soon as possible after the declaration of a disaster and no later than two days after the time of contact with the Residency Review Committee Executive Director.
   c. Contact, as soon as possible, emergency contacts of injured residents or residents who become "missing in action" during a disaster.
3. Residents in affected programs should:
   a. E-mail or call the Review Committee Executive Director with information and/or requests for information. This should occur only after the Program Director has made contact with the Review Committee Executive Director.
   b. Sign on to the ACGME website to review instructions on changing their e-mail address in the ACGME Web Accreditation Data System (Web ADS), if needed.
   c. Review the ACGME website as needed to obtain updates on disaster related information.

Transfer of Residents:

1. Decisions to transfer residents will be made by the DIO in collaboration with the Program Director. Transfer decisions will be based on careful review of the impact of the disaster on program education and structure, the ability of the institution to remedy the impact of the disaster, and the projected time frame to remedy.
2. Transfer decisions will be made expeditiously and will fall within the due dates set by the ACGME (see above).
3. After notification of the Residency Review Committee Executive Director of the declaration of a disaster, Program Directors, in collaboration with their respective RRC, will begin contacting other programs and institutions to explore transfer opportunities. Program Directors will attempt to identify a range of accepting programs/institutions for affected residents to consider
4. The DIO and affected Program Director(s) will work with accepting institutions and programs to facilitate requests to the ACGME by accepting institutions for increases in resident complement to accommodate the transfer of residents into the accepting institution's programs, as needed.
5. The DIO and Program Director will inform each resident of transfer decisions. The GMEC will be notified of all transfer decisions. When possible, residents will be provided with more than one program/institution option. Resident preference will be given priority in all transfer decisions. Transfer decisions will be made expeditiously as to maximize the likelihood of timely completion of the educational program. Residents accommodated by temporary transfer will be informed of the intended minimum duration of the transfer and the projected maximum length. The DIO and Program Director will inform each resident of the expected impact of the transfer on total length of training and will notify each resident if a temporary transfer will continue to and/or thorough the end of a residency year.

TRAINING PROGRAM CLOSURE/REDUCTION

1. Purpose
   a. In the event of closure of Banner Good Samaritan Medical Center or one of it's major affiliates, a BGSMC residency/fellowship program, or a reduction in the size of a training program sponsored by BGSMC, the transition/progression of trainees into other programs will be facilitated by BGSMC. BGSMC will

inform the GMEC, DIO and trainees of a decision to close or reduce the size of a program as soon as possible.

2. Policy
    a. Regardless of the reason for closure or reduction, the Graduate Medical Education Committee will have oversight of the process and the following procedures will apply:
        i. The DIO and/or Program Director will inform the affected trainees as soon as possible.
        ii. The DIO will notify the ACGME in writing of any decision on the part of the sponsoring institution to close or reduce the size of a program.
        iii. Whenever possible, the trainees in the program will be allowed to continue through their program with phased closure of the program or until the end of the academic year.
        iv. There will be no further recruitment into the program
        v. If necessary, the Program Director and DIO will work with the trainees and the ACGME to find positions in other programs.
        vi. Reasonable effort will be made to insure that trainees will not lose income through the course of the transfer to another program.
        vii. If necessary, coordination with other programs/departments will be arranged to facilitate scheduling adjustments.

Neither BGSMC nor its programs may require residents to sign a non-competition guarantee.

RESIDENCY PROGRAM OFFICES

Each residency program has an office where the Program Director, full-time faculty and administrative staff are located. Each resident will have a mailbox located in this area. Each program's announcements, policies and procedures come from the residency office.

RESIDENCY PROMOTION AND GRADUATION

During January and February of the academic year each residency advisory committee shall review the progress of each of its residents using the advancement and graduation criteria established by the program and make a recommendation to the Graduate Medical Education Committee (GMEC) at it's March meeting. The Program will list whether to promote a resident still having further education to pursue, or to graduate those residents completing residency.

In instances where a resident's contract will not be renewed, or when a resident will not be promoted to the next level of training, The GMEC must ensure that it's programs provide the resident(s) with a written notice of intent no later than four months prior to the end of the resident's current contract. 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 GMEC will ensure that its programs provide the resident(s) 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 contract.

Residents will be allowed to implement the BGSMC's grievance procedures if they receive a written notice either of intent not to renew their agreement(s) or not to promote them to the next level of training.

Those residents not being promoted or graduated on schedule will be discussed with the recommendations of the respective program director and Residency Advisory Committee. Special attention will be given to the communication to the resident including corrective action that needs to take place and putting the resident on probationary status. The promotion/graduation list will then be forwarded to the Executive Committee of the Medical Staff for their endorsement. New contracts will be tendered on or around April 1 of each year, both for new and for returning residents.

ROTATIONS OF RESIDENTS FROM EXTERNAL PROGRAMS

In order to assure compliance by the visiting resident and awareness of visiting residents rotating through all Banner facilities, all rotating residents will be channeled through Banner Good Samaritan Medical Center Medical Education Department.

All residents rotating at Banner Good Samaritan Medical Center (BGSMC) from external graduate medical education (GME) programs must have approval by the appropriate BGSMC residency program director. Those wishing to rotate on services without BGSMC residency programs must have the approval of both the Department Chair and the Chief Academic Officer.

External institutions will forward the rotation application and supporting documentation to the host department at BGSMC at least 3 months prior to start of the rotation for approval.

BGSMC host department receives the application and supporting documentation. Upon approval, a copy of all paperwork is forwarded to BGSMC Medical Education. Once all documentation is received Medical Education will submit a request for background check.

Medical Education at BGSMC will enter the list of residents and their rotations into the spreadsheet on the shared drive for all Banner facility contacts and Cerner CAM's to access. (contact Medical Education if you do not have access to the shared drive)

The host facility will contact CAMsCerner if their rotation requires computer training.

All rotating residents will check in with the Medical Education Department at BGSMC at the start of their rotation. At the time of registration a $25.00 (non-refundable) registration/processing fee is required. There is also a required $25.00 (refundable) deposit for a Banner I.D. badge that provides access to the physician's garage. A meal card is provided for BGSMC rotations.

The resident will be given a rotation sign-out sheet which must be signed off by the host facility and returned to Medical Education with the ID badge and meal card when the resident has completed the rotation. If both are returned, the resident will receive the refund.

If the rotation is at a Banner facility other than BGSMC the resident will check in with Medical Staff Services at their rotation facility following their check in process at the BGSMC Medical Education Department and bring a photo (other than ID badge) for identification.

Check out information will be entered onto the spreadsheet on the Shared Drive for all facility contacts to view.

SAMARITAN ACADEMIC FACULTY ASSOCIATION (SAFA)

SAFA is the patient care arm of the full-time faculty at Banner Good Sam and is an integral part of Banner Health (BH). Its purpose is to integrate teaching and research with patient care. Learning in

graduate medical education occurs through continuous practice associated with ongoing mentoring and supervision integrated with didactic lectures and conferences. SAFA provides the practice setting for this learning. BH and SAFA are committed to fully comply with all applicable statutes, rules and regulations that relate to medical practice, teaching and research. Every resident can be expected to participate in regulatory reviews during their residency.

SECURITY ID BADGES

1. **ID Badge:** Employees must wear their BH ID badge while on duty in a visible, conspicuous place with name and picture unobstructed.
2. Materials may be checked out from the library only with an ID Badge.
3. When the hospital is locked-down, access to the facility will require an ID Badge.

SUPERVISION OF RESIDENTS AND MEDICAL STUDENTS

I. The Faculty have an ethical and legal responsibility for the overall care of their patients and for the supervision of the residents and students involved in the care of their patients. A chain of command that allows for graduated authority and increasing responsibility as clinical experience is gained is essential for trainees. Judgments regarding this delegation of responsibility must be made by the faculty member based on their direct observation and knowledge of each resident's skill and ability according to the requirements of the program's Residency Review Committee.

  a. To ensure fulfillment of this responsibility, the following principles of supervision have been established:

    i. Programs must set guidelines for circumstances and events in which residents must communicate with appropriate supervising faculty members, such as the transfer of a patient to an intensive care unit, or end-of-life decisions.

      1. Each resident must know the limits of his/her scope of authority, and the circumstances under which he/she is permitted to act with conditional independence.

        a. PGY-1 residents should be supervised either directly or indirectly with direct supervision immediately available. PGY1 Residents cannot take home call. Each program will adhere to requirements as prescribed by the individual Residency Review Committee.

    ii. Ultimately, all patients admitted for care are the responsibility of the Medical Staff member. This responsibility may be delegated to other faculty, junior faculty, chief/senior residents or advanced residents. The resident will act under the direction and supervision of a qualified member of the Teaching Faculty. Consequently, the faculty member is responsible for all actions of the resident, whether or not the faculty member is physically present when decisions or actions are undertaken.

    iii. Judgments on delegation of responsibility to a resident must be made by a member of the Teaching Faculty and it is his/her responsibility to determine the intensity of supervision required within the scope of the residency program. It is presumed that a resident who is progressing in

their clinical training will demonstrate the ability to progress and be capable of functioning as an independent physician.

iv. Proper supervision must be completed in accordance with safe and effective patient care. The degree of supervision that is appropriate may vary with the clinical circumstances and the training level of the resident. In order to exercise these supervisory responsibilities properly, a designated member of the Teaching Faculty must always be immediately available for consultation and support.

v. It is the responsibility of the faculty to notify the Program Director of any resident who does not meet expected standards and discuss his/her concerns.

vi. All medical students must be assigned to an inpatient or ambulatory teaching service where they are supervised by residents and teaching physicians. All medical students rotations, mandatory or elective, must be approved by the program director of that specialty. The Program Director must designate a supervising teaching physician who will be responsible for the evaluation of that medical student. The Program Director may delegate this responsibility to a Clerkship Director. In specialties where there is no Program Director, the Chief Academic Officer may designate a teaching faculty supervisor. The only role available for medical students wishing to follow an attending physician not part of an established teaching program is that of an observer. This means that student *can not* engage in hands-on clinical activities, such as taking a history, doing a physical exam or writing in the patient's chart.

vii. Every patient seen by a medical student must be seen by an attending physician or resident shortly after being seen by the student. The medical student may participate in the discussion of the diagnosis and treatment, but this will be at the direction of the attending or resident physician.

II. Any concerns regarding the ability of a member of the Teaching Faculty to supervise residents, or violations of the above principles should be brought to the attention of the Program Director for resolution.

TRANSITION OF CARE

Purpose/Expected Outcome

1. Banner Good Samaritan Medical Center must have a process in place for ensuring the effectiveness of transitions of care and minimize the number of such transitions.

Policy

1. Programs must design clinical assignments to minimize the number of transitions in patient care.
2. Sponsoring institutions and programs must ensure and monitor effective, structured hand-over processes to facilitate both continuity of care and patient safety.

3. Programs must ensure that residents are competent in communicating with team members in the hand-over process.
4. The sponsoring institution must ensure the availability of schedules that inform all member s of the health care team of attending physicians and residents currently responsible for each patient's care.

Procedure/Interventions

1. Each program will create its own method to accomplish transition of care that is based upon the needs of the patient, resident and faculty that is safe, effective/efficient and protective of patient's privacy.
2. The process will be monitored by the program and the Graduate Medical Education Office.

TRAVEL AFTER CALL

To ensure safe travel post-call, any housestaff member who feels unsafe driving home after work, and no other avenues are available, may use a taxi service. The resident will be reimbursed by Medical Education for the cost of the taxi upon presenting a receipt.

AUTOPSY POLICY

A. Autopsies will be encouraged for In-Patients (ED patients are not considered In-Patients) as a part of Banner Good Samaritan Medical Center's quality assurance and educational program and at no cost to the family under the following circumstances:
- Deaths in which an autopsy may help explain unknown and unanticipated medical complications.
- Deaths in which the cause is not known with certainty on clinical grounds.
- Unexpected and unexplained deaths occurring within 48 hours after any medical, surgical or dental, therapeutic or diagnostic procedures that do not fall under medico- legal jurisdiction.
- Deaths occurring in patients who are at time of death, participating in clinical trials (protocols) approved by the Banner Health Institutional Review Board.
- Sudden, unexpected, or unexplained deaths which are apparently natural and not subject to forensic medical jurisdiction.
- Natural deaths that are subject to, but waived by medico-legal jurisdiction
- Deaths resulting from high risk infectious and contagious diseases which have been waived by the Medical Examiner.
- All obstetric deaths.
- All neonatal and pediatric deaths.

B. Residents are encouraged to obtain autopsy permits from the family, but this must be done with the consent of the attending physician who can delegate that responsibility to the resident.

C. Signed consent required. A valid consent must meet the following criteria:
1. Signed by the patient's immediate next of kin (father, mother, spouse, or adult child) or an individual providing proof of power of attorney or guardianship. (This is usually the person designated on the admission face sheet)
2. It must be witnessed by a least one person present at the time of signing.
3. Any exclusions (e.g. brain) or "none" must be noted on the autopsy consent form at the time of signing.

4. In situations where it is not possible or it is extremely inconvenient for the family to come to the facility to sign the consent, a FAX copy of the "Authority for Autopsy" giving autopsy permission and indicating any exclusions must be submitted directly to the HIMS department. Permission by telegram or telephone will **not** be accepted.

D. In certain instances, patient advanced directives, physician preference, and family requests may preclude performing an autopsy.

E. A Pathologist may refuse to perform an autopsy under the following situations:

1. The case meets the criteria of a Medical Examiner's case.
2. The case was waived by the Medical Examiner's office, but appears to have criminal legal implications.
3. The Consent for Autopsy appears to be invalid, incomplete, or questionable.
4. The pathologist believes that the case represents a risk to himself/herself or hospital personnel that the facility is not equipped to handle (e.g. Cruetzfeldt-Jacob Disease).
5. Autopsy fails to meet quality assurance or education criteria.

F. The pathologist determines who can be present during an autopsy. In the interest of safety and confidentiality, neither relatives nor lay people are allowed to view or participate in the autopsy.

G. Families requesting an autopsy when the attending physician will not authorize the autopsy, may contact an independent pathologist to perform the post mortem exam. A list of outside pathologists will be provided. The hospital will not be responsible for any arrangements nor charges associated with independent autopsies.

H. Residents are encouraged to view the important parts of the autopsy when the relevant gross findings can be demonstrated. Residents should request notification to view pertinent gross findings by stating this in a final progress note or on the autopsy permit with the resident's name and pager number. This will signal the autopsy pathologist to contact the resident when the pertinent gross findings are present. A confidential copy of the autopsy report will be sent to the Chief Academic Officer or responsible program faculty who will distribute it to the appropriate department for review and use in teaching activities. Residents who have witnessed the gross findings of an autopsy will be notified by their residency office when the final report becomes available.

Section II

SOME POLICIES FROM THE BANNER GOOD SAMARITAN MEDICAL CENTER EMPLOYEES' HANDBOOK PERTINENT TO RESIDENTS

DISCRIMINATION/HARASSMENT POLICY

Banner Health is committed to maintaining a work environment that is free from discrimination and harassment. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based on a person's race, color, national origin, sex, religion, age or disability. Harassment that affects job benefits, interferes with an individual's work performance, or creates an intimidating, hostile or offensive work environment will not be tolerated. We are all responsible for helping to enforce this policy against harassment. If you have been the victim of prohibited harassment or have witnessed such harassment you must immediately notify your supervisor or the Banner Health's Affirmative Action office so the situation can be promptly investigated and remedied. Banner Health takes all complaints of discrimination or harassment seriously. It is our policy to investigate all harassment complaints thoroughly and promptly. We will maintain the confidentiality of those involved to the fullest extent possible.

SEXUAL HARASSMENT

Sexual harassment in the workplace is unacceptable and will not be tolerated from employees, patients, visitors, physicians, volunteers, or any others doing business with Banner Health. To ensure that Banner Health provides an atmosphere free of any behavior or conduct that could be interpreted by any reasonable person as sexual harassment, there is strict adherence to the system's Sexual Harassment Policy.

If you ever believe that submission to sexual advances or refusal to do so will affect your employment status, evaluation, advancement, assigned duties, wages, benefits, or any other condition of employment you could be a victim of sexual harassment. Sexual harassment also includes unwelcome sexual flirtations, touching, advances, propositions, verbal abuse of a sexual nature, suggestive comments about an individual's dress or body or the display of sexually suggestive objects or pictures in the workplace, whether engaged in by leaders, employees, or others doing business with the organization.

If you believe you have been the victim of sexual harassment, report such activity to your Program Director or the Chief Academic Officer. Appropriate personnel will take prompt corrective action whenever they become aware of sexual harassment in the workplace. Use the Problem Solving Procedure to file a formal complaint regarding sexual harassment especially if you do not believe your complaint is being fully resolved. Reports of sexual harassment will be kept confidential and anonymous, except to the extent that disclosures may be necessary for purposes of investigation or corrective action. Retaliation against anyone making a complaint of sexual harassment is strictly prohibited.

DOCUMENTATION FOR EMPLOYMENT

All residents are responsible for supplying documentation demonstrating they are able to work legally in the United States. Employment will not commence or will cease immediately with NO RIGHT TO REVIEW should their visas expire or should they otherwise be unable to document their ability to work legally.

HEALTH INSURANCE BENEFITS FOR RESIDENTS AND FAMILIES & MORE

FlexPlus is a way to provide health benefits to you that allow you to design the benefits to more specifically meet the needs of you and your family. It allows you to design your benefits your way! FlexPlus offers:

- Benefit choices where you pay all or a portion of the cost for the benefits you want and need.
- Additional programs or benefits automatically provided and paid 100% by Banner Good Samaritan Medical Center Medical Education Department.
- Special programs that offer additional cost savings and convenience for you.

Available options through the FlexPlus & More Programs:

- 2 Medical Plan Choices
- 2 Dental Plan Choices
- 1 Vision Plan Choice
- Legal Plan Choice
- Flexible Spending Accounts – Medical and Dependent Care (childcare only)
- Basic or Optional Life Insurance Plan Choices
- Accidental Death and Dismemberment Insurance choices
- Auto/Home Insurance Choices
- 2 Pharmacy Plan Choices

In addition you may participate in these programs:

- Community Discount Programs
- Employee Assistance Program
- Employees Choosing Healthy Options (ECHO)
- Credit Union

Your medical benefits begin on your date of hire, which is the date of orientation. All other benefits will take effect on the first day of the month after enrollment. You must enroll by your enrollment deadline or, you must wait to enroll during the annual open enrollment period. Prior to your arrival a packet with further details will be sent from Banner Health System Benefits Administration.

FAMILY MEDICAL LEAVE (FMLA)

A resident is eligible to request a Family Medical Leave if he/she has been a Banner Health employee for at least one year and has worked at least 1250 hours in the 12-month period previous to the resident's request. If eligible, the resident is entitled to take up to 12 weeks of unpaid leave during any 12-month period for one or more of the following reasons:

- the birth of a child,
- the adoption of a child or the placement of a foster child,
- to care for a seriously ill spouse, child or parent, or
- a health condition making it impossible for the resident to perform his/her job.

When the resident applies for a disability benefit, it will be considered that the resident also applied for a Family/Medical Leave. The time period for which the resident is receiving a disability benefit will be counted toward the 12 weeks for which he/she may be eligible under the Family/Medical Leave.

DISABILITY BENEFITS

Short Term and Long Term Disability (STD/LTD)

STD – provides benefits at the time disability or illness is incurred for lost work time for up to 26 weeks in a calendar year. Benefits begin immediately for non-occupational illness or injury. The Short Term Disability Plan protects your income if you cannot work due to an illness or injury. You are automatically enrolled. Housestaff will receive 100% of their pay while on STD.

LTD - If you remain disabled beyond the 26 week period for STD, you may be covered by a LTD policy which provides a monthly benefit of $2000 for as long as you are disabled or to age 65, whichever occurs first. Upon completion of your residency, the insurance company guarantees that you will be able to continue the long-term disability policy if you pay the premiums. Enrollment is required.

Banner Good Samaritan Medical Center's Medical Education Department automatically provides these coverages at no cost to you.

FLEXIBLE SPENDING ACCOUNTS

You can reduce your withholding taxes and increase your take-home pay by depositing money in a Personal Reimbursement Account. You can use money from the account to pay for such things as acupuncture, ambulance services, diagnostic fees, eyeglasses and eye exams, obstetrical expenses, surgical fees, therapy treatments and X-rays. You determine the amount you wish to have set aside each year, from a minimum of $300 to a maximum of $5,000. But you need to carefully consider what your needs might be for the year, as you will **forfeit** any money that is left over in the account at the end of the calendar year.

401(k) PLAN

Banner Health's principal source for retirement income is the Banner Health system 401(k) Plan, matching savings plan where Banner Health contributes one dollar for each dollar that you contribute up to your first 4% of pay. You may enroll at any time after date of hire. Vesting begins immediately and company matching contributions begin after one year of service. Ask your colleagues what they think about the 401(k) Plan. It is a popular benefit so don't hesitate to join.

SOCIAL SECURITY

Social Security taxes are deducted from your paycheck, and Banner Health pays an equal amount into Social Security for you. Upon retirement, your Social Security will be an important part of your income, as it would if you were totally and permanently disabled.

CREDIT UNION

Your Banner Health Employees' Federal Credit Union is an independent financial institution established by employees within Banner Health. It offers competitive rate loans and a payroll-deduction savings plan. It also offers a variety of other services such as savings certificates, IRAs, travelers' checks, checking/savings accounts, Mastercard and other services tailored to individual needs. Human Resources (telephone 839-2350) can provide the form needed to join the Credit Union. For other information contact the Credit Union (telephone 254-5291).

JURY DUTY

It is Banner Health's belief that you should be afforded the opportunity to serve as a juror, if called, without losing pay for the hours you are scheduled to work. Notify your supervisor immediately if you are called for jury duty so arrangements can be made for necessary work to be performed. You are responsible for coordinating your work time with your supervisor, if not on jury duty for a full shift.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Through Contact, Inc, Banner Health provides a valuable benefit to you and your family members by making available independent counseling assistance and referral for marital, family, emotional and chemical-dependency problems. Contact, Inc. staff is dedicated to maintaining confidentiality. Contact, Inc. is required in some cases to report to licensing authorities, or report when a violation of law or regulations can potentially affect patient care. Specific information about Contact, Inc.'s services may be received by contacting your supervisor, Human Resources, Employee Relations, Occupational Health Services or Contact, Inc. directly, 1-800-633-5954.

OCCUPATIONAL HEALTH SERVICES

The Occupational Health Services Department, or the designated area in those facilities without this service, is responsible for approving your return to work following an absence for an injury or illness of a duration of four (4) or more calendar days or following a Leave of Absence. You may be asked to present a physician's consent for return to work for any illness.

The Occupational Health Service may conduct routine tests on employees and other special tests as may be required from time to time. It is a condition for continued employment that you comply with the mandatory tests/immunizations as required by Occupational Health. Fitness for work examinations may be required by management in consultation with Human Resources when there is a concern about your ability to continue to function in the role for which you are paid.

SOURCE PATIENT TESTING

Banner Health P&P – "Reporting and Prevention of Infections in Health Care Workers"

Section A:

1. When a health care worker has an exposure to bloodborne pathogens, that worker should immediately contact the Post Exposure Prophylaxis hotline [(602) 747-8364] and his or her supervisor.
    a. ....The exposed health care worker or that health care worker's supervisor will initiate source testing using the procedure identified in the facility in which the exposure occurred.
2. The health care worker or that worker's supervisor will report all occupational exposures to Occupational Health on the Employee Industrial Incident Report

Arizona Revised Statue (A.R.S. 36-663)

HIV Pre-Test Counseling to include:

- Testing purpose, meaning of results and benefits of early diagnosis and treatment

- Nature of acquired immune deficiency syndrome and HIV-related illness, including information about behaviors posing a risk for transmitting the human immunodeficiency virus.
- Confidentiality protections for HIV related information
- HIV testing being voluntary and testing can be performed anonymously at a public health agency
- Law requires tat positive test results are reported to public health agency
- Consent for testing may be withdrawn, in writing, at any time before blood is drawn.

Source Patient Testing

Counselor's Responsibilities

- Must be a licensed physician, RN, LPN, PA, Social Worker, counselor or therapist (A.R.S. Title 32).
- Perform counseling with patient/parent or legal representative
- Obtain consent for HIV testing
- HIV testing can be refused
- Obtain consent for release of HIV test results to exposed employee

Source Patient Lab and Consent Forms

- Sonora Quest Lab Form is "Source Patient Testing Requisition"
- Must use – Account # 60151 & Requisition #720529
- This assures that source patient is not billed for test

Two (2) Forms need to be Signed by the Source Patient:

- HIV Consent Form
- Communicable Disease Release of Information to Affected Health Care Worker

Both forms are to be faxed to the Medical Surveillance Coordinator @ (602) 417-3458 – all results comes to Occupational Health and <u>no results</u> go in the patient's hospital medical record. All records are kept in Occupational Health.

Original Consents need to be mailed to:

- Isabel Gonzalez – Medical Surveillance Coordinator
- 1441 N. 12th Street – Edwards Bldg #405
- Phoenix, AZ 85006

Documentation in Progress notes the following:

- Counseling was performed
- Consent was obtained
- Test was performed as a result of employee exposure
- All questions answered

If consent for HIV testing is refused:

- Document this in progress notes
- Notify Occupational Health of refusal
- Inform Supervisor/designee of refusal
- HBsAG and HCV may be completed if physician order was obtained

If the patient/source patient is not competent to make a decision; the person(s) responsible for their care / power of attorney or responsible family member may make that decision form them.

BANNER HEALTH OCCUPATIONAL HEALTH SERVICES POLICY AND PROCEDURE

Persons born on or after January 1, 1957 are considered immune to Measles if they have:

1) Documented record of having received two doses of live measles vaccine since January 1, 1968 on or after their first birthday or
2) Documented laboratory confirmation of immunity to measles. Physician diagnosis alone is not acceptable.
3) Healthcare workers born in or after 1957 who have no documentation of immunization or other evidence of immunity should be immunized at the time of employment and re-immunized no less than four weeks later. Persons born before January 1, 1942 are considered immune to Rubella due to the prevalence of disease during earlier years.

Persons born on or after January 1, 1942 are considered immune if they have:

1) A documented record of having received one dose of live Rubella vaccine June 1969 on or after their first birthday or
2) Documented laboratory confirmation of immunity of Rubella. Physician diagnosis alone is not acceptable.

Common side effects: arthralgia and arthritic like symptoms, low grade fever, rash, sore throat and, rarely, encephalitis.

TB SKIN TEST (mantoux 5TU)

Indication: Required annually for all employees of healthcare facilities unless previous documented positive response.

a) Administer intradermally in the floxor surface of the forearm about 4 inches below the bend of the elbow. A properly done test should cause a bleb of 10 mm. in diameter.
b) The test dose is 0.1 ml of Tuberculin PPD (5TU)
c) If done subcutaneously in error, repeat immediately in another site
d) Store between 35-46 dgrees F in dark area
e) Discard open vials after one month
f) See Tb guidelines for interpretation of rest results and followup
g) The Mantoux test should not be administered to anyone with a history of positive reaction
h) If MMR is also needed, give Tb test before MMR, simultaneously with it or 6 weeks after the MMR
i) Tb skin test can be given to pregnant women unless they have written request to hold it from their physician

Common side effects: None

SUBSTANCE ABUSE STIPULATED RE-ENTRY POLICY

A stipulated re-entry agreement between Banner Health (Banner) and an employee may occur:

1) after the employee self-discloses a substance abuse problem and has completed a chemical abuse rehabilitation program.
2) when the employee returns from Disability related to a substance abuse problem.
3) when a new hire discloses that his/her license has been stipulated due to a substance abuse problem, or
4) when management becomes aware that an employee's license has stipulations or the employee is otherwise required to submit to monitoring for a substance abuse problem.

Prior to returning to work the employee will receive a medical evaluation by Banner Health Occupational Health Services (BOHS) or the facility Employee Health Office to determine the conditions of re-entry. A baseline forensic urine drug test collection will be done at the time of the medical evaluation. BOHS will provide counsel to Human Resources as to the conditions for the re-entry agreement. The medical evaluation will happen before the re-entry conference. BOHS/Employee Health will disclose only that information that is relevant to the re-entry process.

Human Resources will determine the conditions for re-entry and prepare a Stipulated Conditions of Employment Agreement. A re-entry conference will be held to review with the employee the conditions of the Agreement and obtain written agreement from the employee. The conference attendees will include the employee, his/her supervisor, Human Resources representative, and when possible BOHS/Employee Health provider who did the medical evaluation.

Terms of the agreement require that the employee remain in the program for a minimum of one year and during this time will be randomly urine and breath tested at least once a month. The employee will authorize Banner Health to contact his/her healthcare provider and/or counselor to determine if the employee is in compliance with the terms of the Agreement. The signed agreement will be placed in the employee's BOHS/Employee Health medical file and no other copies will be filed in Human Resources or the supervisor's file. The employee will be given a copy of the signed agreement.

Notification of random drug and breath testing will be administered through BOHS/Employee Health. BOHS/Employee Health will notify the employee's supervisor that the employee needs to be sent to BOHS for testing. The supervisor will determine what the best time is to send the employee to BOHS/Employee Health. Once the employee is notified by the supervisor he/she has one hour to report to BOHS/Employee Health. The supervisor will call the facility BOHS/Employee Health and advise them that the employee has been notified and should report within the hour. If the employee arrives after the one-hour time limit BOHS/Employee Health will still collect the specimen but will notify Human Resources of the last arrival of the employee. The employee is to be given a maximum of three hours to produce a urine sample. If a sample cannot be obtained within the timeframe the employee will be sent back to his/her department, and Human Resources and the supervisor will be notified. Human Resources and the department manager will make a decision as to what action is to be taken with the employee. If the employee remains employed and is called again within the month and does not give a specimen he/she will be terminated for non-compliance of the terms of the Agreement.

If the employee's drug/breath test is deemed positive by the Medical Review Officer, Human Resources will be notified. Human Resources will work with the supervisor in terminating the employee. Exceptions to this must have approval of the facility CEO and the Senior Vice-President – People Resources.