

ST. JOHN'S MERCY MEDICAL CENTER

**POLICY AND PROCEDURE GUIDE
FOR
GRADUATE MEDICAL EDUCATION PROGRAMS**

June, 1991

Revised:

April 2005

March 2006

April 2007

March 2008

May 2010

May 2011

GRADUATE MEDICAL EDUCATION POLICY AND PROCEDURE GUIDE

Table of Contents

I. Graduate Medical Education	Pages
A. Administrative Structure	4
B. Graduate Medical Education Committee	4-6
C. Graduate Medical Education Executive Sub-committee	6
II. Residencies	8-10
A. New Programs	8
B. Distribution of Institutional Resources	8
C. Closure or Downsizing of Programs	8-9
D. Existing Programs	9-10
1. Internal Review	9
2. General Essentials	9
3. Correspondence with Accrediting Bodies	9
4. Restrictive Covenants	10
III. Faculty	10
A. Program Director	10
B. Faculty	10
C. Faculty Evaluations	10
IV. Educational Programs	10
V. Residents	11-25
A. Residency Application, Recruitment, Selection and Appointment	11-12
B. Resident Supervision and Responsibilities	12-15
C. Resident Participation in Educational Activities and Committees	15-16
D. Advancement and Reappointment	16
E. Resident Evaluations	16
F. Resident Remediation and Dismissal	16-17
G. Resident Committee/Grievance Process	17-18
H. Resident Appeal Rights and Due Process	18
I. Failure to Certify Resident for Board Eligibility	19
J. Resident Duty Hours & Work Environment	19-22
K. Leave Policy	22-23
L. Resident Stipends	23
M. Quality Improvement	23
N. Absenteeism and Tardiness	24-25

VI. APPENDIX

1. Impaired Physician Policy	26-29
2. Drug Free Workplace Policy	30-32
3. No Harassment Policy	33-34
4. Pharmaceutical/Vendor Representative Policy	35-37
5. Resident Agreement	38-46
6. Internal Review Procedure (See ACGME.org PIF) program specific	47-50

**ST. JOHN'S MERCY MEDICAL CENTER
GRADUATE MEDICAL EDUCATION
POLICY AND PROCEDURE GUIDE**

I. Graduate Medical Education

A. Administrative Structure for Graduate Medical Education

St. John's Mercy Medical Center's (SJMMC) commitment to medical education dates back to 1908 when it took in its first intern. In the ensuing years the institution has committed itself and its resources to the education of physicians, nurses and allied health personnel; to patient care and community service including the sponsoring of JFK Clinic and to the overall pursuit and advancement of new knowledge through clinical research.

SJMMC is an extension of a medical school's education process, and prepares resident for independent medical practice by providing a graduate training period which varies in length depending upon the type of specialty practice the resident selects.

SJMMC is currently involved as both a Sponsoring and Participating institution in the training of physicians in the following specialty areas:

Sponsoring Institution	Participating Institution
Internal Medicine, Family Medicine	Critical Care Medicine, Pulmonary,
Obstetrics and Gynecology,	General Surgery, Otolaryngology
General Dentistry,	Plastic Surgery, Urology, Vascular
Transitional Year	Surgery, Psychiatry
Ortho	Anesthesiology

Organizational Structure

St. John Mercy Medical Center serves as a sponsoring and participating Institution for GME programs exercising authority and control as defined by the Accreditation Council for Graduate Medical Education (ACGME) and the . Chairman of Graduate Medical Education serves as the Designated Institutional Official (DIO) who has the authority and responsibility for oversight of all GME programs. The DIO administratively chairs the Graduate Medical Education Committee (GMEC) which is responsible for assuring program compliance with all institutional, common and program specific ACGME / ADA requirements. The DIO reports to the Vice President of Medical Affairs (VPMA) who serves as an agent of the SJMMC Administration and the Board of Trustees for the appropriate distribution of educational resources. The DIO reports at least annually to the Medical Executive Committee and the Board of Trustees on the activities of the GMEC with special attention to resident responsibilities, supervision, patient safety, duty hours, and resident evaluation process. Important educational and accreditation issues of the preceding year also addressed. The DIO and Department Chairs for GME sponsored Programs, are members of the Medical Staff Executive Committee (MEC) and are available at all times to address any concerns expressed by the Medical Staff with respect to resident education. The VPMA approves and signs for ACGME documents when the DIO is unavailable.

B .Graduate Medical Education Committee

1. Organization

The Graduate Medical Education Committee (GMEC) consists of the following members:

Educational Program Directors and/or Department Chairs from the Departments of Medicine, Surgery, Family Medicine, OB/GYN, Critical Care Medicine, Pediatrics, Dental Medicine, Psychiatry and Transitional Year, as well as, the Chairman of GME, Vice President of Medical Affairs and a resident representative from each SJMMC-sponsored Program. Program coordinators will also attend as non voting members.

All are appointed by the President/CEO for one year with privilege of reappointment. The Chairman of Graduate Medical Education (GME) chairs the Committee. Members ex officio include the VPMA. The GMEC meets every other month for monitoring and advising on all aspects of residency education. Specific responsibilities include:

1. Establishment of institutional policies regarding quality of education and the work environment for all training programs.
2. Collecting intra-institutional information and making recommendations on reasonable and fair funding of all GME programs, including salaries, benefits and support services.
3. Establishment of appropriate oversight of and liaison with all Program Directors.
4. Appraisal of the appropriateness of working conditions and duty hours for all residents
5. Assure that all programs provide appropriate supervision for all residents that is consistent with proper patient care, the educational needs of residents, and all program specific requirements.
6. Assure that each training program provides a curriculum and an evaluation system to ensure that Residents demonstrate achievement of the six general competencies.
7. Establishment and implementation of policies and procedures for selection, evaluation, promotion and dismissal of residents in compliance with both Institutional Requirements and Program Specific Requirements.

8. Regularly review all accreditation letters and monitor action plans for correction of concerns and areas of non compliance. This process will include: 1) written summary from program director of plan for corrective action presented to GMEC with initial review of accreditation letter. 2) Written 6 month progress report 3) GMEC review of corrective action at time of internal review 4) other documentation as deemed appropriate by GMEC.
9. Regular Review of Sponsoring Institutions accreditation Letter of Report from Institutional Review committee and development and monitoring of corrective action plans.
10. Review and approve prior to submission to the ACGME
 - a. all applications for ACGME accreditation of new programs and subspecialties;
 - b. changes in resident complement;
 - c. major changes in program structure or length of training.
 - d. additions and deletions of participating institutions used in a program.
 - e. appointments of new program directors;
 - f. progress reports requested by any Review Committee
 - g. responses to all proposed adverse actions
 - h. requests for increases or any change in resident duty hours
 - i. requests for "inactive status" or to reactivate a program
 - j. voluntary withdrawals of ACGME-accredited programs;
 - k. requests for an appeal of an adverse action, and
 - l. appeal presentations to a Board of Appeal or the ACGME
11. Regular Internal Review (as outline in Institutional Requirements) of all training programs with regard to compliance with the Institutional Requirements (IR) and the Program Specific Requirements (PSR).

C. Program Directors and Coordinators Meeting

An executive committee of the GMEC composed of the DIO, Program Directors and Program coordinators will meet in the months that the full GMEC does not meet in order to address specific GME issues in detail. Minutes of all activities will be presented to the full GMEC for discussion and approval. No action or recommendations of the GMEEC will be official without full GMEC endorsement.

II. RESIDENCIES

GME programs are formal educational or research programs for physicians who have completed their medical school requirements and have been awarded an M.D. or equivalent degree (D.O., DDS, DMD).

In the medical education community the term's intern, residents and fellows are used with widely different meanings. Variations of the use of these terms occur from specialty to specialty, from institution to institution, and even from department to department within the same institution. The AMA House of Delegates in 1975 accepted the recommendations to integrate the first year of postgraduate medical education (the internship) with subsequent years of graduate medical education. The term "intern" was eliminated. Postgraduate medical education progression was indicated by the post graduate year one, two, three, (PG-1, PG-2, PG-3....). Incumbents of accredited training programs, which lead to admission to a general certification examination of a general board, are called residents.

Usage and definition of the term "fellow" has varied. In many institutions, all trainees in subspecialty programs have been called fellows; in other institutions such trainees in similar positions have been called residents. Since the Accreditation Council for Graduate Medical Education (ACGME) began accrediting subspecialty programs, all approved and/or accredited by the ACGME are now called residency programs, whether these are specialty programs leading to general certification for "added" or "special" qualifications. Physicians in such residency programs are designated residents. The postgraduate year designation is the year elapsed since the award of the M.D., D.O., D.M.D. or D.D.S. degree. Residencies accredited at SJMMC are listed in this Section, below.

Definitions:

Resident – a physician in a graduate medical education program approved and accredited by the ACGME. Such individuals are eligible candidates for general board certification, or certification of added or special qualifications upon successfully completing the residency. Recently some emerging residencies may be approved and accredited by the ACGME but may not lead to certification.

Fellow – a physician in a graduate medical education program that is neither approved nor accredited by the ACGME. These programs do not lead to candidacy for board certification.

Clinical Fellow – a physician trainee in a fellowship program in a clinical area. The program is not approved or accredited by the ACGME.

Research Fellow – a physician trainee in a fellowship program in research. The program is not approved by the ACGME.

Residencies at SJMMC:

ACGME Accredited:

Family Medicine
Internal Medicine
Obstetrics/Gynecology
Transitional Year

ADA Approved:

Dental Medicine

SLU Sponsored ACGME Accredited - in which St. John's Mercy Medical Center is a participating hospital:

Critical Care Medicine	Otolaryngology
Pulmonary	Plastic Surgery
Psychiatry	Urology
General Surgery	Vascular Surgery
Anesthesia	OB Anesthesia

A. New Programs

A department that desires to institute a new residency training or fellowship training program must provide the requisite information to the GMEC. The GMEC will review the request from the standpoint of educational goals and objectives, resources available within the organization, overall inter-relationship of this residency program with other residency or fellowship programs, appropriateness and demonstrated need for establishment of this program, and make recommendation to the President/ CEO of the Institution in this respect

B. Distribution of Institutional Resources

SJMMC is responsible for the costs of the residency education programs. The institution must provide appropriate facilities and staff sufficient to meet the requirements of the Joint Commission and the respective residency review committees for educational programs. Each teaching department is responsible for the provision of an adequate teaching/learning environment for residents, incorporating them into medical staff programs of education and patient care. The GMEC will review salaries, benefits and overall institutional support yearly.

C. Closure or Downsizing of Programs

If SJMMC reaches a decision to reduce the size or close any of its residencies, the institution will inform the GMEC, DIO, and residents as soon as possible. In addition, the institution commits to the full completion of training for residents already enrolled in the residency or to assist the residents in enrolling in another acceptable accredited program to complete their training.

D. Existing Programs

1. Internal Review

The GMEC or an appointed subcommittee will perform regular reviews of all residence programs to assess their compliance with the IR and PSR of the relevant Residency Review Committee (RRC). Participants of this review will include faculty, residents and administrative representatives from within and outside the departments. The Chairperson of this review will not be a faculty member of the program under review. The review will follow the procedure as outlined in the GMEC approved documents "Internal Review of ACGME approved Residency Programs." Reviews will be conducted once between the RRC site visits. The Internal Reviews will access the following: compliance with program specific standards, the educational objectives of each program, the adequacy of financial and educational resources, the effectiveness of the program in attaining its objectives, the effectiveness of the program in addressing previous citations.

2. General Essentials

The GMEC will determine core elements of all residency programs which may be taught on a hospital-wide basis (e.g., ethics, physician impairment, medical/legal issues, and communication skills) and implement said programs.

3. Correspondence with Accrediting Bodies

The DIO must review and approve all correspondence with accrediting bodies prior to submission. The GMEC will review all correspondence and reserves the right, prior to submission, to have individual subcommittees evaluate programs for specific areas of either non-compliance or perceived difficulty. All correspondence from accrediting bodies to Program Director should be presented to the GMEC at the meeting following receipts of said communication.

4. Restrictive Covenants

The institution or the residency program will not require any resident to sign a non competition guarantee or clause as a condition of residency enrollment.

III. FACULTY

A. Program Directors

Recommendation for a new program director must be approved by the GMEC before presentation to the President / CEO for final approval. Program Directors must meet the standards of the appropriate accrediting body. The institution must provide salary support appropriate for the time commitment required to discharge the Program Director's responsibilities. The Program Director should attend yearly seminars focused on the duties and responsibilities of residency leadership.

B. Faculty Appointment

Recruitment of faculty members is the responsibility of each Department Chairman. Prospective faculty members should be interviewed within the department by appropriate departmental faculty. The Board of Trustees makes appointment of faculty members upon the recommendation of the Department Chairman, the Department Credentials Committee, and the Executive Committee of the Medical Staff.

C. Faculty Evaluations

Residents must be given the opportunity to provide anonymous written evaluations of teaching faculty as well as their educational rotations at least annually. The performance of faculty must be evaluated by the program at the midpoint between each accreditation cycle and before each site visit.

IV. EDUCATIONAL PROGRAM

Residents must be given the opportunity to provide confidential evaluation of their education experience including but not limited to program curriculum, faculty, leadership, working environment and overall program efficacy. The educational effectiveness of each program should be evaluated annually in a method compliant with the ACGME's common program requirements. A summary of the annual review will be presented to the GMEC at the December meeting each year and to the board of directors at the January meeting of each year. An end of the year institutional resident survey will be conducted each year by the GME office to assist in this endeavor.

V. RESIDENTS

A. Residency Application, Recruitment, Selection and Appointment

SJMMC requires that all applicants for admission to a residency-training program fulfill the entrance requirements established by the relevant accrediting agency and specialty board.

Applicants with one of the following qualifications are eligible for appointment to accredited residency programs:

1. Graduates of medical schools/dental schools in the United States and Canada accredited by the Liaison Committee on 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/dental schools outside of the United States and Canada who meet one of the following qualifications:
 - a. Have received a current valid certificate from the Educational Commission for Foreign Medical Graduates or
 - b. Have a full and unrestricted license to practice medicine in a U.S. licensing jurisdiction.
4. Graduates of medical schools/dental schools outside the United States who have completed a Fifth Pathway program provided by an LCME-accredited medical school.

Residency applicants must provide a Dean's letter from Medical School and letters of reference. A personal interview is required for selected well-qualified applicants. Selection of residents is based on preparedness, ability, aptitude, academic credentials, communication skills and personal qualities. SJMMC does not discriminate with regard to gender, race, age, religion, color, national origin, disability or veteran status. In selecting among qualified applicants, all ACGME residency programs for PGY-1 positions will utilize the National Resident Matching Program (NRMP).

For Residents transferring from other programs or filling open PGY-2, 3, 4 positions, a satisfactory summary evaluation must be received from all previous Program Directors prior to offering a position at St. Johns Mercy.

The following must be on record in the Office of Graduate Medical Education before a physician may begin residency:

Application, including all backup information: Curriculum Vitae, Personal Statement, Letters of recommendation, USMLE Scores, Medical School Dean's letter, Transcripts – 3rd and 4th year final evidencing MD degree granted, copy of MD diploma, Undergraduate Transcript, Agreement completely executed by the Resident and SJMMC, Licensure: Missouri State Physician License, Missouri State BNDD, Physical Exam by SJMMC, current citizenship/visa status.

B. Resident Duties and Resident Supervision

This is a general policy encompassing residents from multiple specialties training in St. John Mercy Medical Center. It is recognized that each specialty has specific program requirements which guide the residency training and resident duties in those respective specialties. All programs must comply with the requirements of the ACGME or ADA. All patient care activities must be supervised by a credentialed attending physician. Since the position of resident involves a combination of supervised, progressively more complex and independent patient evaluation and management functions, the competence of the resident must be evaluated on a regular basis. It is the responsibility of each program, program director and attending physician to assess the abilities of each resident and provide the appropriate supervision for that level of training. The residents and supervising attending physicians are guided by specific roles and responsibilities delineated for residents at certain levels of training. Residents should never be expected to perform patient care activities for which they are not qualified. Quality care of patients must always take precedence over education and service. Quality patient care is achieved by developing an environment conducive to quality working relations with all the care givers including attending physicians, house staff, nursing, therapists, and administrators. All residents must act within the policies outlined in the St. John's Mercy Medical Center GME Policy and Procedure Manual. Each program is responsible for providing rapid reliable systems for communicating with supervisory faculty. On call schedules for teaching staff must be structured to ensure that supervision is readily available to residents on duty. Faculty and residents must be educated to recognize the signs of fatigue and adopt and apply policies to prevent and counteract the potential negative effects.

Resident Attending Physician Interaction

Medical care begins with admission of the patient, continues through the daily progress of the hospitalization, and concludes with discharge of that patient from the hospital with completion of the permanent medical record on that patient. Key, specific responsibilities of the supervising attending physician and of the resident are listed below:

- The attending physician shall evaluate the patient in person and be in a position to confirm the findings of the resident and discuss the care plan.

- The attending physician confirms the subjective and objective findings of the resident, reviews the differential diagnosis, and patient care management with the resident.
- At least on a daily basis (more often as the needs of the individual patients may dictate), the resident and the attending physician will review progress of the patient, make the necessary modification in the care plan, plan family conferences as needed, and agree on the type and scope of documentation for the medical record.
- A patient develops a condition that the resident feels is potentially dangerous for that patient, the resident will contact the attending physician and report these developments.
- As the level of skill and knowledge increases for individual residents, attending physicians may delegate increasing levels of responsibility and allow increasing levels of participation in patient care, including the performance of procedures. The specific privileges for each resident are available for review as guided by each training program, and are listed on the GME intranet site.

If the attending physician should insure the completeness of the medical record by offering suggestions to the resident or by making additional comments in the progress notes.

RESPONSIBILITIES OF RESIDENT PHYSICIANS

In general, a resident physician is a physician in training for a specific specialty or subspecialty who has completed medical school. All residents must meet qualifying requirements of the State of Missouri and the ACGME or ADA. During training Residents will assume progressive clinical responsibility and autonomy under the supervision of licensed, privileged attending staff that function as faculty within the graduate medical education programs.

Major Responsibilities:

1. Residents assume clinical responsibilities according to their year of training as directed by each program. Responsibilities include:
 - Participating in providing safe, compassionate and ethical care.
 - Developing an understanding of how to provide cost-efficient care in an environment that seeks to minimize errors, while delivering evidence-based care.
 - Developing an understanding of the medico legal and ethical principles of care.
 - Understanding the socio-economic aspects of medicine and the delivery of care within the various systems of care.
 - Understanding the role of the resident within the health care team.

- Participating in the various committees and councils, if invited or elected, to assure effective communication, improve care, and monitor the care provided to the patients within the facility.
 - Participating in research programs and educational presentations, as required by the individual programs.
 - Adhering to the guidelines and regulations of the medical staff as well as the policies of the graduate medical education program.
2. Residents will assume progressive clinical responsibility as training progresses. Each program will assess the competency of the resident to assume these responsibilities.
 3. The resident, in turn will evaluate the program's effectiveness in teaching and in providing the necessary supervision.
 4. The senior resident will provide supervision to medical students and more junior resident staff. The resident will provide informal feedback and evaluation to these individuals.
 5. The resident will maintain an accurate log of procedures performed under appropriate supervision in accordance with specific program requirements.
 6. The resident will provide accurate and necessary documentation within the medical record of the care provided to patients.
 7. Residents will write orders for patients under their care with the supervision of privileged attending staff.
 8. Residents are responsible for the timely completion of medical records as per the policies of the Medical Staff, under the guidance and supervision of the attending staff.
 9. Residents will understand the value of quality improvement and will participate in quality improvement activities.

Responsibility of Supervising Attending

In the supervision of resident-patient management the service Director and/or assigned attending physicians should:

1. Review all resident historical and physical examination information for accuracy and completeness;

2. Be knowledgeable of and approve of, either directly or by the care patterns, all diagnostic tests ordered by the resident;
3. Be sufficiently knowledgeable and responsible as to assure the proper quality of the management of the patient including the transmittal of information;
4. Directly supervise or have certain knowledge concerning the capability and experience of a resident performing and/or interpreting a diagnostic procedure or initiating a therapy independently on a patient;
5. Directly supervise or have explicit knowledge concerning satisfactory skills and experience of a resident performing an invasive procedure;
6. Provide faculty on-call schedules to ensure that supervision is readily available to resident on call;
7. Provide an on-site, physical presence for all ambulatory care visits; supervisory involvement should be appropriate to resident's level of training and the complexity of the patient's problem; a faculty schedule in writing delineating supervisory responsibility for clinic hours should be posted.

C. Resident Participation in Educational Activities and Committees.

- 1) All residency programs must be structured to allow residents to develop a personal program of learning. Residents are expected to fully participate in the educational and scholarly activities of their training programs. Attendance at conferences specifically organized for trainees is mandatory. Publications and presentations at professional meetings will be financially supported by the institution as recourse allow. Residents will participate in appropriate institutional committee meetings where activities effect their education. Specifically, residents should participate on the Graduate Medical Education Committee, Department Quality Improvement Committees and all other committees, which relate to relevant resident - patient care. Residents will participate in Medical Staff activities and responsibilities as outlined in the Medical Staff By-Laws. All residents are expected to observe the established practices, procedures and policies of the institution.
- 2) GME Committee (GMEC) – Two peer selected representatives from each St. John's Mercy Medical Center sponsored residency will be chosen to provide one voting membership slot on the GMEC. Each July the Chief Residents will facilitate election of representatives and provide the GME office with elected names by July 31. (New Representatives will attend the August GMEC Meeting).

3) Resident Committee (See Below)

D. Advancement and Reappointment

Advancement of residents to positions of higher responsibility is to be made only upon the basis of evaluation of readiness for advancement. This assessment/evaluation is to be carried out by the program director and faculty of each residency.

E. Resident Evaluations

Rotation Evaluations reviewed with residents on regular bases. The Program must provide objective assessment of competence in all the core competencies, Use multiple evaluations. Document progressive performance improvement. Provide each resident with documented semiannual evaluations.

F. Resident Remediation and Dismissal

1. If a Resident is experiencing academic difficulty that may threaten successful matriculation from the residency he/she must receive a period of academic probation lasting not less than 3 months and not greater than 6 months. Specific deficiencies must be pointed out to the resident, a faculty advisor may be appointed, other remedial help as appropriate must be provided and a probationary period specified. The program director should inform the GME Office of any residents placed on probation and subsequent actions regarding probation.
2. Monthly evaluations of performance should be kept by all supervisors and must be reviewed by the program training committee and/or the program director on completion of the probationary period. A decision of reinstatement/advancement or extension of the probationary period or of retention at the same level or of dismissal must be made on the basis of the resident's performance with adequate documentation of the basis for the decision. Such documentation must be accessible to the resident.
3. The director of the residency program or the president of the Medical Center, may, on the basis of the evaluation(s) or the conduct of a resident, order the dismissal or suspension of a resident, non-appointment of the resident for the coming year, other restrictions on the resident's further participation in the program, or other corrective action. Conduct referred to herein include commission of a crime, refusal of a resident to obey a reasonable order or instruction of an authorized supervisor in the program or representative of the Medical Center, insubordination, and similar actions.
4. In general, actions based on evaluations are taken only after consultation with the other members of the faculty. Action relating to conduct may be taken in summary fashion, without consultation, as deemed appropriate by

the director of the residency program or the president of the Medical Center.

5. Written notice of any such action taken and the basis thereof is given to the resident, and the resident's file will include a summary of the action taken and of all meetings and procedures followed in conjunction with such action. All such actions should be reported to the GME Office.
6. Written notice must be provided no later than four months prior to the end of a resident's current contract if a program does not intend to reappoint the resident for the next academic year. If the reason for non reappointment occurs within four months of the contract expiration, the resident will be notified of the program's intent as soon as circumstances reasonably allow. A resident may implement the grievance process if they have received notice of intent not to reappoint.

G. Resident Committee

Residents have the right to raise and resolve issues without fear of intimidation or retaliation from the faculty or institution. All residents at the medical center are members of the Resident Committee. Every two years the Resident Committee will peer select a Chairman to serve a two year term. Every year each program will peer select a representative to meet with the Chairman of the Resident Committee and set the agenda for the Resident Committee meetings. These program representatives will also help the Chairman disseminate information back to the individual residency programs. Resident Committee meetings will occur twice per academic year. The Chairman of the Resident Committee will also be a member of the GMEC and will report the residents' concerns to the GMEC after each Resident Committee meeting. The responsibilities of the Committee include:

1. Assurance of ongoing communication between the residents and the GMEC.
2. Provide an organization for the residents to exchange information on their working environment and educational programs.
3. Provide a mechanism by which resident complaints and grievances may be addressed.
4. Provide a mechanism by which individual residents can address concerns in a confidential and protected manner.
5. Facilitate dissemination of information to the residents regarding institutional requirements of the ACGME.
6. Provide a conduit to the GMEC for adjudication of complaints and grievances.

H. Resident Appeal Rights and Due Process

1. A resident who receives notice of probation, termination, suspension or non-re-appointment may appeal the decision by written notice to the GMEC within ten days of the receipt of such notice.
2. The chairman of the GMEC may appoint an ad hoc committee to investigate the matter and to provide recommended findings of fact to the GMEC.
3. After receipt of the report of the ad hoc committee, if such a committee is appointed, and within 20 days of receipt of the notice of appeal by the resident, the GMEC meets to consider and review the decision appealed. The chairman provides the resident five days written notice of the time and place of the meeting. The meeting is conducted informally, and the resident may also select a member of the staff to accompany him or her to the meeting and such member of the staff may also make a statement on behalf of the resident. The resident may also submit statements in writing by members of the staff or other individuals relating to facts that might be an issue. Rules of evidence do not apply to the hearing, and a formal transcript of the hearing is not maintained.
4. Only members of the GMEC are entitled to be present during deliberations of the committee, which are conducted immediately following the hearing afforded to the resident.
5. The decision of the GMEC is issued in writing and is accompanied by minutes of the meeting at which the appeal was presented. The decision of the GMEC is forwarded to the president/ CEO of the Medical Center and is final upon approval by the president. If the president does not approve the decision of the GMEC, he or she forwards the decision to the Governing Board with an endorsement that indicates recommended changes. The resident is provided with a copy of this endorsement by the president and is authorized to submit a written statement to the Governing Board in response to such endorsement. The decision of the Governing Board is final.
6. The basis for disciplinary action against faculty/teaching staff and the means of due process are specified in the Medical Staff By-Laws.

I. Failure to Certify Resident for Board Eligibility

If, after appropriate course of remedial training, a program director does not judge a resident to be competent and qualified to take the specialty board examination. The resident has the right to appeal by the process provided by the appropriate specialty board.

J. Resident Duty Hours and Work Environment

1. Providing residents with a sound academic and clinical education must be carefully planned and balanced with concerns for patient safety and resident well-being. Each program must ensure that the learning objectives of the program are not compromised by excessive reliance on residents to fulfill service obligations. Didactic and clinical education must have priority in the allotment of residents' time and energies. The structuring of duty hours and on-call schedules must focus on the needs of the patient, continuity of care, and the educational needs of the resident.

Duty Hours must be monitored by both the GMEC and the individual Program Directors. Individual Programs must have in place mechanisms for monitoring duty hours on high risk rotations especially those with night call. Residents are expected to cooperate as delineated by the program director or service chief in order to facilitate the acquisition of duty hour data for documentation of compliance. The GMEC will review individual program duty hour audits twice a year. Adjustments must be made to rectify excessive hours and/or resident fatigue. Faculty and residents must be educated to recognize the signs of fatigue, and adopt and implement policies to prevent and counteract its potential negative effects. Program must provide appropriate back up support when patient care responsibilities are especially difficult or prolonged.

2. Duty Hours
 - a. Duty hours are defined as all clinical and academic activities related to the residency program, i.e., 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 for any given rotation must be limited to 80 hours per week, averaged over the one month rotation inclusive of all in-house call activities.
- c. Residents must be provided with 1 day in 7 free from all educational and clinical responsibilities, averaged over a four week period (single rotation), inclusive of call. One day is defined as one continuous 24-hour period free from all clinical, educational and administrative activities.
- d. A 10 hour time period for rest and personal activities must be provided between all daily duty periods, and after in-house call.

3. 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. Resident call rooms are available and no laundry service is provided.

- a. In-house call must occur no more frequently than every third night, averaged over a four-week period.
- b. Continuous on-site duty, including in-house call, must not exceed 24 consecutive hours. Residents may remain on duty for up to 6 additional hours to participate in didactic activities, maintain continuity of medical and surgical care, transfer care of patients, or conduct outpatient continuity clinics.
- c. No new patients may be accepted after 24 hours of continuous duty, except in outpatient continuity clinics. A new patient is defined as any patient for whom the resident has not previously provided care.
- d. 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. Moonlighting

- a. Because residency education is a full-time endeavor, the program director must ensure that moonlighting does not interfere with the ability of the resident to achieve the goals and objectives of the educational program. All moonlighting activity must be prospectively approved by the Program Director and/or Department Chairman. The Program director should acknowledge approval in writing in the Resident's file.
- b. The program director must comply with the sponsoring institution's written policies and procedures regarding moonlighting, and with the ACGME institutional requirements III. D.1.k.
- c. Moonlighting that occurs within the residency program and/or the sponsoring institutions or the non-hospital sponsors primary clinical site(s), i.e., internal moonlighting, must be counted toward the 80 hour weekly limit on duty hours. Residents can not be required to moonlight.
- d. Program Directors are expected to monitor performance of residents who are moonlighting in order to assure that these activities do not have adverse effects on the resident's educational progress. Permission to moonlight may be withdrawn if, in the Program Director's opinion, the activity is having a deleterious effect on the resident's education and performance.

5. Exception to duty hour regulations.

- a. St. John's Mercy Medical GMEC endorses the 80 hour work week. No Proposal for exceptions will be reviewed, endorsed or forwarded to any RRC.

K. Leave Policy

A resident who is unable to participate in his/her training is eligible for unpaid leave of absence up to a maximum of six months for legitimate reasons. All leaves of absence will be paid or unpaid depending on the vacation and sick leave time that is available, at the time of the request for leave, according to attachment A of the contract. The different types of leaves are as follows: Medical, Family and Medical Leave (FMLA), Military, and Personal. Personal leaves are granted sparingly and each request is reviewed carefully.

Resident must give 30 days written notice, if leave is foreseeable; as soon as practical if emergency or unplanned. Notice must include reason for leave and anticipated timing of leave. Resident will request all leaves of absence by completing the proper Medical Center's "Request for Leave of Absence" form as well as the Physician's Certification form for all medical leaves.

A resident is eligible to take Family and Medical Leave when he/she meets the following:

- Been employed for 12 months, and
- Worked 1250 hours during the 12 months immediately before the leave is to begin.

Family and Medical Leave may be taken only for the following reasons'

1. The birth of a child, and in order to care for that child.
2. The placement of a child with the employee for adoption or foster care,
3. Care of a spouse, child or parent who has a "serious health condition",
4. Employee's own "serious health condition" which makes him/her unable to perform the essential functions of the job.

(See Medical Center's Leave of Absence Policy, F-3 for details regarding Family and Medical Leave of Absence).

Resident not eligible for Family and Medical Leave of Absence may take a medical leave of absence for their own illness, including pregnancy. With regard to pregnancy, the amount of time given for the leave will be as follows:

1. Six (6) weeks postpartum for normal deliveries;
2. Eight (8) weeks postpartum for cesarean sections.

Any additional time requested would need additional verification from the resident's personal physician and will be reviewed by Chairman, Graduate Medical Education before this request can be approved.

Residents who are military reservists including the National Guard, called to active duty or who are committed to military service other than weekend duty shall be granted a military LOA. Resident must provide a copy of their military orders and complete proper Medical Center's leave from before the start of the military leave of absence.

Training Obligations

The loss of training time as a result of any leave of absence may affect the resident's training requirements and will vary among programs. It is the responsibility of each training program director to determine the nature and duration of the additional training that will be required of the resident to assure adequate education and compliance with the specific program requirements.

L. Resident Stipends

Residents will be paid according to their post graduate year of training. All trainees at similar levels of experience and training should receive a comparable level of financial support. The position of chief resident may receive an additional level of compensation above the PGY level. Residents with extensive previous training prior to enrollment in a residency may receive a stipend at a higher post graduate level at the discretion of the program director with the approval of the GME Office. The reimbursement schedule for each academic year will be reviewed and approved by the GMEC for presentation to Administration.

M. Quality Improvement

All residents should receive education in quality-assurance/performance improvement. Residents should participate in the quality improvement activities of their respective departments and in the Quality Improvement Committees whose charge involves patient care relevant to resident training.

**St. John's Mercy Medical Center
Graduate Medical Education
Policy on Absenteeism and Tardiness**

The Graduate Medical Education policy on absenteeism and tardiness follows directly the St. John's Mercy Medical Center Human Resources Policy and Procedure Manual (Policy F-10 outlined below).

**Excerpts from Human Resources
Policy & Procedure Manual**

Policy/Procedure Number: F-10

Category: Co-worker Relations

Subject: ABSENTEEISM AND TARDINESS

Cross Reference:

Standard or Regulation:

Entity/Dept. Affected: St. John's Mercy Health Care and St. John's Mercy Medical Center, St. John's Mercy Hospital

To meet our commitment to quality patient care, each employee is needed and expected to be on the job, at his or her work station ready to work when the shift begins and until the shift ends. If an employee is unable to work his or her scheduled shift, he or she is responsible for calling before the start of the shift to explain the absence to the appropriate department contact person, according to the department's established procedure.

A) If a resident is unable to work his/ her scheduled shift, he/ she must notify the Program Director (or designee) at least 2 hours before the start of the shift.

Unscheduled absence is defined as: Missing at least half of a scheduled shift.

Four unscheduled absences within any continuous three-month period may result in a First Counseling.

NOTE: If an employee has not been absent due to illness or personal reasons (excluding approved leaves of absence) in the 12 months before reaching the first-counseling threshold for absenteeism, the formal counseling will be waived because of the employee's history of reliability. This review will occur each time an employee reaches the first-counseling level.

1. Two additional unscheduled absences (a total of six within any continuous five-month period) may result in a Second Counseling.
2. Two additional unscheduled absences (a total of eight within any continuous seven-month period) may result in a Final Counseling.
3. Two additional unscheduled absences (a total of 10 within any continuous 10-month period) may result in termination.

An absence for one or more consecutive scheduled days is considered one occurrence.

TARDINESS is defined as: arriving late or leaving early , while missing less than half of a scheduled shift.

1. Four tardies within any continuous three-month period may result in a First Counseling.
2. Two additional tardies (a total of six within any continuous five-month period) may result in a Second Counseling.
3. Two additional tardies (a total of eight within any continuous seven-month period) may result in a Final Counseling.

4. Two additional tardies (a total of 10 within any continuous ten-month period) may result in termination.

In addition to these absentee rules, the Program Director will review prolonged, excessive or patterned absences or tardiness to determine if corrective action or counseling up to and including termination is appropriate.

B) Impact of absenteeism on successful completion of a monthly rotation:

The Program Director in consultation with a rotation educational director will determine if absenteeism within a given month results in failure of that particular rotation. The ramifications of a failed rotation will be determined by the Program Director in conjunction with applicable ACGME RRC and specialty board requirements.

C) Approved Absences related to family leaves or other approved leaves of absence, including absences related to a worker's compensation illness or injury treated through the occupational health service are excluded from the absenteeism policy but may result in a requirement to make up lost educational experiences.

Revised 2/3/2010

ST. JOHN'S MERCY MEDICAL CENTER IMPAIRED PHYSICIANS POLICY

It is the policy of this hospital to properly investigate and act upon concerns that a physician is suffering from an impairment. The hospital will conduct its investigation and act in accordance with pertinent state and federal law, including, but not limited to, the Americans With Disabilities Act, and make every effort to keep the investigation and subsequent activities confidential. An educational program regarding the impaired physician program will take place at a quarterly medical staff meeting at least biannually.

Report and Investigation

If any individual working in the hospital or other responsible party has a reasonable suspicion that a physician appointed to the Medical Staff is impaired, or if a physician self refers for possible impairment, the following steps shall be taken:

1. An oral or, preferably, a written report shall be given to the Medical Center President/President of the Staff. The report shall include a description of the incident(s) that led to the belief that the physician may be impaired. The report must be factual. The individual making the report does not need to have proof of the impairment, but must state the facts leading to the suspicions. Impairment, as used in the policy, includes both physical and mental impairment, as well as impairment due to drugs or alcohol.
2. If, after discussing the incident(s) with the individual who filed the report, the Medical Center President/President of the Staff believes there is sufficient information to warrant further investigation, the Medical Center President/President of the Staff will:
 - a. direct in writing that an investigation be instituted and a report thereof rendered by the Department Chairman.
3. Following a written request to investigate, the Department Chairman may refer the physician to the Missouri Physicians' Health Program for investigation and recommendation or the Department Chairman shall investigate the concerns raised and any and all incidents that led to the belief that the physician may be impaired. The Department Chairman's investigation may include, but is not limited to, any of the following:
 - a. a review of any and all documents or other materials relevant to the investigation;
 - b. interviews with any and all individuals involved in the incidents or who may have information relevant to the investigation, provided that any specific inquiries made regarding the physician's health status are related to the performance of the physician's clinical privileges and medical staff duties and are consistent with proper patient care or the operations of the hospital.

- c. a requirement that the physician undergo a complete medical examination as directed by the Department Chairman, so long as the exam is related to the performance of the physician's clinical privileges and medical staff duties and is consistent with proper patient care or the operations of the hospital;
 - d. a requirement that the physician take a drug test to determine if the physician is currently using drugs illegally;
 - e. if the physician is referred to the Missouri Physicians' Health Program steps 5 - 8 of the report and investigation will be undertaken by the Missouri Physicians' Health program.
4. The Department Chairman shall meet informally with the physician as part of the investigation. This meeting does not constitute a hearing under the due process provisions of the hospital's medical staff bylaws or pertinent credentialing policy. At this meeting, the Department Chairman may ask the physician health-related questions so long as they are related to the performance of the physician's clinical privileges and medical staff duties, and are consistent with proper patient care and the operations of the hospital. In addition, the Department Chairman may discuss with the physician whether a reasonable accommodation is needed or could be made so that the physician could competently and safely exercise his or her clinical privileges and the duties and responsibilities of medical staff appointment.
5. Based on all of the information reviewed as part of the investigation, the Department Chairman shall determine:
- a. whether the physician is impaired, or what other problem, if any, is affecting the physician;
 - b. if the physician is impaired, the nature of the impairment and whether it is classified as a disability under the ADA;
 - c. if the physician's impairment is a disability, whether a reasonable accommodation can be made for the physician's impairment such that, with the reasonable accommodation, the physician would be able to competently and safely perform his or her clinical privileges and the duties and responsibilities of medical staff appointment;
 - d. whether a reasonable accommodation would create an undue hardship upon the hospital, such that the reasonable accommodation would be excessively costly, extensive, substantial or disruptive, or would fundamentally alter the nature of the hospital's operations or the provision of patient care. This accommodation is at the discretion of the Department Chairman; and

- e. whether the impairment constitutes a "direct threat" to the health or safety of the physician, patients, hospital employees, physicians or others within the hospital. A direct threat must involve a significant risk of substantial harm based upon medical analyses and/or other objective evidence. If the physician appears to pose a direct threat because of a disability, the Department Chairman must also determine whether it is possible to eliminate or reduce the risk to an acceptable level with a reasonable accommodation.
6. If the Department Chairman determines that there is a reasonable accommodation that can be made as described above, the Department Chairman shall attempt to work out a voluntary agreement with the physician, so long as that arrangement would neither constitute an undue hardship upon the hospital nor create a direct threat, also as described above. The Medical Center President/President of the Staff shall be kept informed of attempts to work out a voluntary agreement between the Department Chairman and the physician, and shall approve any agreement before it becomes final and effective.
7. If the Department Chairman determines that there is no reasonable accommodation that can be made as described above, or if the Department Chairman cannot reach a voluntary agreement with the physician, the Department Chairman shall make a recommendation and report to the Board of Trustees, through the Medical Center President, as to appropriate action to be taken. If the Department Chairman's recommendation would provide the physician with a right to a hearing as described in the hospital's medical staff bylaws or credentialing policy, the Medical Center President shall promptly notify the physician of the recommendation in writing, by certified mail, return receipt requested. The recommendation shall not be forwarded to the Board until the individual has exercised or has been deemed to have waived the right to a hearing as provided in the hospital's medical staff bylaws or credentialing policy.
8. The original report and a description of the actions taken by the Medical Center President or the Department Chairman shall be included in the physician's credentials file. If the initial or follow-up investigation reveals that there is no merit to the report, the report shall be destroyed. If the initial or follow-up investigation reveals that there may be some merit to the report, but not enough to warrant immediate action, the report shall be included in a confidential portion of the physician's personnel file and the physician's activities and practice shall be monitored until it can be established that there is, or is not, an impairment problem.
 - i. The Medical Center President shall inform the individual who filed the report that follow-up action was taken.
 - ii. Throughout this process, all parties shall avoid speculation, conclusions, gossip, and any discussions of this matter with anyone outside those described in this policy.

- iii. In the event of any apparent or actual conflict between this policy and the bylaws, rules and regulations, or other policies of the hospital or its medical staff, including the due process sections of those bylaws and policies, the provisions of this policy shall control.

Rehabilitation and Reinstatement Guidelines

If it is determined that the physician suffers from an impairment that could be reasonably accommodated through rehabilitation, the following are guidelines for rehabilitation and reinstatement:

1. Medical center and medical staff leadership shall assist the physician in locating a suitable rehabilitation program. A physician may outline a treatment plan with a mutually acceptable health care professional outside of a formal rehabilitation program. A physician shall not be reinstated until it is established, to the medical center satisfaction, that the physician has successfully completed a program in which the medical center has confidence.
2. Upon sufficient proof that a physician who has been found to be suffering from impairment has successfully completed a rehabilitation program, the medical center, in its discretion may consider that physician for reinstatement to the medical staff.
3. In considering an impaired physician for reinstatement, the medical center and medical staff leadership must consider patient care interests paramount.
4. The hospital must first obtain a letter from the physician director of the rehabilitation program where the physician was treated. The physician must authorize the release of this information. That letter shall state:
 - a. whether the physician is participating in the program;
 - b. whether the physician is in compliance with all of the terms of the program;
 - c. whether the physician attends support meetings (i.e. AA) regularly (if appropriate);
 - d. to what extent the physician's behavior and conduct are monitored;
 - e. whether, in the opinion of the director, the physician is rehabilitated;
 - f. whether an after-care program has been recommended to the physician and, if so, a description of the after-care program; and
 - g. whether, in the director's opinion, the physician is capable of resuming medical practice and providing continuous, competent care to patients.

5. The physician must inform the hospital of the name and address of his or her primary care physician, and must authorize that physician to provide the medical center with information regarding his or her condition and treatment. The medical center has the right to require an opinion from other physician consultants of its choice.
6. From the primary care physician the medical center needs to know the precise nature of the physician's condition, and the course of treatment as well as the answers to the questions posed above in (4)(e) and (g).
7. Assuming all of the information received indicates that the physician is rehabilitated and capable of resuming care of patients, the hospital shall take the following additional precautions when restoring clinical privileges:
 - a. the physician must identify a physician who is willing to assume responsibility for the care of his or her patients in the event of his or her inability or unavailability;
 - b. the physician shall be required to obtain periodic reports for the medical center from his or her primary physician - for a period of time specific by the Medical Center President - stating that the physician is continuing treatment or therapy, as appropriate, and that his or her ability to treat and care for patients in the hospital is not impaired;
8. The physician's exercise of clinical privileges in the medical center shall be monitored by the department chairperson or by a physician appointed by the department chairperson. The nature of that monitoring shall be determined by the Department Chairman after its review of all of the circumstances.
9. The physician must agree to submit to an alcohol or drug screening test (if appropriate to the impairment) at the request of the Medical Center President or designee, President of the Staff, or the pertinent Department Chairman.
10. All requests for information concerning the impaired physician shall be forwarded to the Medical Center President or President of the Staff for response.

Approved:

 Micheal Chehval, M.D.
 President of the Staff

Date

 Michael Morgan
 President/CEO

Date

**St. John's Mercy
Human Resources
Policy & Procedure Manual**

Policy/Procedure Number: F-5
Category: Co-worker Relations
Subject: DRUG-FREE WORKPLACE
Cross Reference:
Standard or Regulation:
Entity/Dept. Affected: St. John's Mercy Health Care and St. John's Mercy
Medical Center

POLICY STATEMENT

St. John's Mercy has a strong commitment to provide a safe work environment for all of its employees, patients, and visitors. It is St. John's Mercy policy to maintain an environment that is free of impairment related to alcohol and drug use by employees. In that regard, the unlawful manufacture, sale, or any substance subject to abuse while on St. John's Mercy property or while participating in St. John's Mercy related business is strictly prohibited. Individuals who engage in such conduct or who fail to cooperate with any action deemed appropriate to enforce this policy will be subject to disciplinary action up to and including discharge and possible legal action. In connection with drug and alcohol use, the following rules apply:

- A. Any employee who uses, sells, trades, gives away or is in possession of narcotics, illegal drugs or controlled substances, including but not limited to, marijuana, cocaine, PCP, heroin, LSD, amphetamines and barbiturates, while on the job or on St. John's Mercy property, including vehicles, is subject to disciplinary action, up to and including immediate discharge. Any illegal substances obtained or recovered will be turned over to the appropriate law enforcement agency and St. John's Mercy will actively participate in criminal prosecution, as appropriate. The possession, distribution or use of alcoholic beverages by employees is prohibited during their working hours. Individuals found using alcohol will be subject to disciplinary action, up to and including immediate discharge.
- B. Employees will not be permitted to work under the influence of drugs or alcohol. Drinking alcoholic beverages during business hours is unacceptable conduct. Individuals who appear to be unfit for duty or who are involved in a work related accident may be relieved from duty and may be requested to submit to drug and alcohol testing. Refusal to execute appropriate medical consent for drug/alcohol screen may result in disciplinary action, up to and including immediate discharge.
- C. Employees charged, indicted or arraigned for off-the-job illegal drug activity are in violation of this policy. In deciding what, if any, action to take, St. John's Mercy will take into consideration the nature of the charges, the commitment to a drug-free workplace, the employee's present assignment and work record, and the impact of the employee's arrest on the good name, reputation and the ability of St. John's Mercy to conduct its business.
- D. Employees who wish to report drug or alcohol activity which is in violation of this policy should contact management and/or Human Resources directly. St. John's Mercy will keep

such information confidential, if so requested, subject to whatever rights the accused employee may have to such evidence.

- E. The illicit use of an otherwise legal drug such as misuse of a prescription drug, will be treated exactly the same as the use of illegal drugs. Any employee taking prescription drugs which impacts the ability to perform the essential function of the job description must inform their supervisor of such use immediately so that St. John's Mercy can determine whether the employee should be reassigned or given a leave of absence during such use. Management reserves the right to make the final determination as to what constitutes a legal but illicitly used drug.

I. DRUG/ALCOHOL TESTING

Employees are subject to a drug/alcohol test for the use of illegal and illicit use of drugs, alcohol and other intoxicating substances under any of the following circumstances:

- A. Prior to employment, St. John's Mercy maintains post offer drug testing to prevent the employment of individuals who use illegal drugs or misuse alcohol. All individuals who have conditionally been offered employment will be required to sign a form consenting to drug testing as part of the hiring process.
- B. Any time an employee's conduct or behavior creates a reasonable suspicion by a member of management that the employee has illegal drugs; unauthorized controlled substances; and/or alcohol or other intoxicants in his or her system while on St. John's Mercy property during working hours or when attempting to report to work. This is especially applicable when such condition could affect the safety of the individual and/or other employees or property. (Refer to [Attachment B](#)).
- C. Any time an employee is involved in a workplace accident or incident resulting in personal injury to the individual, or damage to property, or any accident or incident which could have resulted in personal injury to either the employee or others, or damage to property.

Any employee who refuses to submit to a drug/alcohol test set forth above or withholds or withdraws his or her medical consent under any of the above situations will be subject to disciplinary action, up to and including immediate discharge. St. John's Mercy will bear the cost of any tests requested under this section. All drug test procedures will contain safeguards ensuring disclosure of results only to those St. John's Mercy officials and managers with a need to know basis only. Any screening test result will be confirmed by GCMS or its equivalent in reliability. Drug testing will be conducted only by a NIDA approved laboratory. In addition to the above, any employee who tests positive for any substance has the right to have the same testing procedure performed on their original sample by a certified testing laboratory at their own expense. In such case, the employee must supply St. John's Mercy with a certified copy of all test results as well as a fully documented chain of custody.

Any employee who tests positive for illegal drugs or alcohol one time will be referred to the EAP and may be granted a leave of absence to complete the treatment program. Any employee permitted to use the EAP after testing positive will be required to fulfill all obligations and requirements imposed by such programs before being reinstated. Failure to comply with all requirements, including the Return to Work Agreement (Attachment C) will result in discharge.

St. John's Mercy will cooperate fully in the prosecution or conviction of any employee who violates the law and will turn over to the custody of law enforcement officials any illegal or illicit substance found during the search of an individual or property. The manufacture, sale, distribution, diversion, possession, use or theft of an illegal drug is a violation of the law. St. John's Mercy will refer such illegal drug activities to licensing and credentialing agencies when required.

In accordance with the Drug-Free Workplace Act of 1988, St. John's must notify the appropriate granting agency, within 10 days, of any employee in a federal grant or contract who is convicted of a drug statute violation in the workplace.

II. RESPONSIBILITY

This policy statement is an integral part of St. John's Mercy drug-free awareness program. The administration of this policy is the responsibility of all management personnel, working in conjunction with the Director of Human Resources. Questions regarding this policy should be directed to one's supervisor or Human Resources.

Manual: Manual II: Human Resources

Originated By:

Original date policy issued: 10/92

Revised Dates: 7/99

Reviewed Dates: 7/99

Policy Committee Format/Process

Acceptance:

APPROVALS:

Initiating Director:

Date:

Director/VP: Robert Ruello

Date:

Executive Leadership: Michael Morgan

Date:

**St. John's Mercy
Human Resources
Policy & Procedure Manual**

Policy/Procedure Number: F-15

Category: Co-worker Relations

Subject: NO HARASSMENT

Cross Reference:

Standard or Regulation:

Entity/Dept. Affected: St. John's Mercy Health Care and St. John's Mercy
Medical Center, St. John's Mercy Hospital

St. John's Mercy does not tolerate harassment of our job applicants, employees, patients or visitors. Any form of harassment related to an individual's race, creed, color, sex, religion, national origin, age, citizenship status, disability or handicap is a violation of this policy and will be treated as a disciplinary matter. For the purpose of this policy, harassment includes, but is not limited to slurs, jokes, other verbal or graphic gesture, statement or material. Harassment includes sexual advances, requests for sexual favors and other verbal, graphic or physical conduct of a sexual nature. Harassment also includes making submission to such conduct or rejection of such conduct on the basis of employment-related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignments, etc. This also includes creating an intimidating, threatening or hostile offensive working environment.

Violation of this policy by an employee shall subject that employee to disciplinary action, up to and including immediate discharge.

If an employee believes that he or she is being harassed based upon his or her race, creed, color, sex, religion, national origin, age, citizenship status, disability or handicap, the employee should immediately make his or her concerns known to the employee's immediate supervisor. The manager should report any allegations to Human Resources, and the Human Resources representatives will investigate the matter, and where appropriate, disciplinary action will be taken. If an employee does not feel that the matter can be discussed with his or her supervisor, or if the employee is not satisfied with the way the report has been handled, he/she can arrange for a conference with the Director of Human Resources to discuss the complaint. Employees should not assume St. John's Mercy is aware of the harassment. It is each employee's responsibility to report incidents about which the employee receives knowledge.

This policy refers not only to supervisor/subordinate actions, but also applies to action between co-workers. Harassment of our employees in connection with their work by non-employees may also be a violation of this policy. Any employee who becomes aware of any harassment of an employee by a non-employee should report such harassment to his or her supervisor. Appropriate action will be taken with respect to violation of this policy by a non-employee.

Manual: Manual II: Human Resources

Originated By:

Original date policy issued: 11/81

Revised Dates: 9/88; 11/91; 7/99

Reviewed Dates: 1/97; 7/99

Policy Committee Format/Process

Acceptance:

APPROVALS:

Initiating Director:

Date:

Director/VP: Robert Ruello

Date:

Executive Leadership: Michael Morgan

Date:

PHARMACEUTICAL/ VENDOR REPRESENTATIVE- GME INTERACTION SJMMC GUIDELINES

PURPOSE:

To establish guidelines for the appropriate conduct of Pharmaceutical/Vendor Representatives who conduct business at St. Johns Mercy Medical Center (SJMMC)

DEFINITIONS:

Pharmaceutical/Vendor Representative (PR): Any individual employed by a pharmaceutical or vender company who has business to conduct at SJMMC. This includes but is not limited to personnel in sales, marketing, education, and account management. Individuals employed by pharmaceutical/vendor companies whose responsibilities are restricted solely to research activities are exempt from this policy.

POLICY:

SJMMC is a private, not for profit institution. Facilities are for the use of employees, patients and patient visitors. Pharmaceutical Representatives (PRs) shall conduct their business activities within the guidelines of SJMMC to promote safe, efficacious and cost effective drug therapy with due consideration for SJMMC personnel time expenditure. All activities must be consistent with and promote SJMMC's mission and formulary activities.

1. PRs are prohibited from scheduling individual appointments with house staff physicians. House staff physicians include Residents, Fellows, Medical Students and other physicians in training. PRs may meet with house staff physicians at conferences approved by Department Chairman.

RESTRICTED AREAS:

1. PRs are guests of SJMMC and may not be present in any SJMMC buildings or areas without an appointment.
2. After the appropriate appointment and registration procedure, PRs are to proceed immediately to a scheduled appointment. They are to wait in a public waiting area until called/escorted to the requesting person's office.
3. PRs are prohibited from marketing, detailing, or loitering in the following areas:
 - a. Halls and lobbies
 - b. Hospital cafeterias or restaurants
 - c. Medical Library
 - d. Work areas
 - e. Education Areas
 - f. Administrative areas
 - g. Patient care areas (examining rooms, patient rooms, nursing units)

4. The PR may enter patient care areas only to access offices for scheduled business appointments or approved educational meetings only upon the specific invitation of a staff physician, pharmacy manager or nursing manager.

RESTRICTED ACTIVITIES:

1. Patient Contact

- a. The formulation of treatment plans for patients at SJMMC requires a confidential, candid exchange and assessment of confidential patient and treatment information among health care professionals, without the potential appearance of outside influence, especially from vendors. As such, Pharmaceutical Representatives are prohibited from participating in physician, nursing, or other health professional rounds, whether or not direct patient contact occurs.
- b. Furthermore, PRs will not be permitted to observe or have direct contact with patients at SJMMC. Examples of contacts prohibited by this policy include making rounds on the inpatient units (including the intensive care units), being present when examinations are conducted in the outpatient setting, and observing surgical and non-surgical procedures.
- c. The only exception to this is as follows:
 - i. Pharmaceutical Representatives may be permitted to participate in patient rounds as part of a formalized preceptorship approved by the department Chairman. Under these circumstances, representatives may have patient contacts only after the expressed written consent of each patient to be observed.

2. Product Provision

- a. Samples
 - i. Samples may not be provided to residents.
- b. Free Goods
 - i. All drug products must be procured and distributed through the Department of Pharmacy in order to comply with all applicable legislative, regulatory, and accreditation issues.
- c. Drugs for Clinical Investigation or Informal Evaluation
 - i. All drug products used for clinical investigation or informal evaluation, whether commercially available or investigational must be procured and distributed through the Department of Pharmacy. Drugs used in this manner may require an IRB approved protocol.

d. Food and Beverages

- i. Food and beverages may not be provided by PR's and/or their companies to any employee (including physicians, nurses, and pharmacists). PR's may sponsor educational conferences through individual departments. If food is part of the educational conference it must be arranged and provided through the department. The PR may not make food arrangements, orders or deliveries.

e. Patient Educational Materials

- i. A staff physician must authorize the availability of pharmaceutical company provided patient educational materials in public areas. Material must be placed in these areas by authorized SJMMC personnel.

f. Displays

- i. Displays are permitted only as a part of programming approved by the SJMMC for Continuing Medical Education and only during the time specified by that program.

g. Presentations/Education

- i. Any company sponsored presentation must be approved by the Department Chairman. Provision of food is prohibited.
- ii. All presentations presented for physician CME must follow institutional CME requirements.

No statement with regard to use of or participation in Speaker's Bureaus

ST. JOHN'S MERCY MEDICAL CENTER
RESIDENT AGREEMENT

«Department»

THIS RESIDENT AGREEMENT (“Agreement”) is entered into and effective July 1, 2011 (“Effective Date”) by and between St. John's Mercy Health System, a Missouri nonprofit corporation, d/b/a St. John’s Mercy Medical Center (“Medical Center” or “SJMMC”), and «First_Name» «Last_Name», «Degree» (“Resident”).

For and in consideration of the promises, covenants, and agreements set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged , the parties hereto agree as follows:

1. RESIDENT PROGRAM.

Medical Center hereby agrees to accept Resident for participation in a graduate medical education residency training program in «Department»] (“Program”). The Program meets the standards of the Essentials of Approved Residencies, prepared by the Council on Medical/Dental Education of the American Medical/Dental Associations and implemented by the Residency Review Committee of the Accreditation Council on Graduate Education (“ACGME”). Further, Medical Center agrees to provide a suitable environment for an educational experience in the designated Program in which Resident is participating. Program directors will provide information regarding eligibility for specialty board examinations.

2. DUTIES OF RESIDENT.

During the Term of this Agreement, Resident shall, during the hours assigned to Resident by the Program Director (including night call), perform the duties outlined in this Agreement at such locations as Medical Center directs for the purpose of educating the Resident, delivering and participating in patient care, and complying with the recommendations and policies of the applicable Program Residency Review Committee. Specific work hours may vary but will be delineated by the Program Director in compliance with ACGME and Medical Center’s Graduate Medical Education (“GME”) written policies, including but not limited to those policies contained in the Medical Center’s Policy and Procedure Guide for Graduate Medical Education Programs for Physicians (“GME Guide”). Resident agrees to maintain time records as required by the Program Director to verify compliance with all Medical Center and ACGME duty hour regulations. Resident will also, subject to the direction and discretion of Medical Center, satisfy the requirements and perform the functions and duties assigned to Resident by Medical Center. Such functions and duties shall include, without limitation:

- 2.1 Resident shall obtain a valid state license or a valid temporary license from the Missouri State Board of Registration for the Healing Arts Medical or, as applicable, the Missouri Dental Board (the "State Board") in accordance with applicable legal

requirements. Resident may not participate in the Program until written notification of the temporary license; temporary license renewal or a permanent license has been received by Medical Center from the State Board. If Resident is issued a temporary license by the State Board, Resident will be authorized to use Medical Center's DEA registration number with the appropriate suffix of code letters as assigned, such use to be limited to permitted administration and prescribing of controlled substances within the scope of Resident's patient care responsibilities arising out of participation in the Program under this Agreement.

- 2.2 Resident shall (i) perform Resident's staff services and other assignments under the direction of respective Department Chairman and/or Program faculty physicians as assigned and scheduled; (ii) attend and actively participate in the regular teaching conferences, ward rounds, seminars, research endeavors and assigned clinics as prescribed by the Program Director or Department Chairman, (iii) comply with the recommendations of the Residency Review Committee of each department charged with the evaluation of the clinical skills and competency of Resident; (iv) participate in education and supervision of residents and medical students; (v) participate on institutional committees to which Resident is appointed; and (vi) participate in quality improvement, utilization management, risk management and other Program and/or Medical Center activities.
- 2.3. Resident shall conform to the standards of professional scholarship and decorum as prescribed by Medical Center's Office of Graduate Medical Education and shall comply with the Graduate Medical Education policies and procedures and directions of the applicable Department Chairman and/or Program Director.
- 2.4 Resident shall comply with Medical Center's policies, rules and regulations dealing with maintenance and completion of medical records and the timely return of books and journals borrowed from Medical Center's Library. Resident shall discharge all indebtedness to Medical Center, such as satisfying any outstanding charges (e.g., charges for meals, lost books, etc.), returning borrowed equipment, loaned library books, and other property of Medical Center, prior to the end of the Term of this Agreement.
- 2.5 Resident shall abide by and be subject to all policies and procedures for discipline and redress of grievances including gender or other forms of harassment included in the GME Guide, the rules, regulations and human resources policies and procedures as established and amended by Medical Center from time to time. To the extent of any inconsistency in the terms of the GME Guide and Medical Center's human resources policies and procedures, the provisions of the GME Guide will apply to the matter in question.
- 2.6 Resident shall (i) not assume attending physician medical practice responsibilities or engage in Resident's own practice of medicine or cover medical practice of another physician; and (ii) not engage in other types of employment (e.g., performing physical exams, employment in Medical Center, other hospitals, emergency centers, etc.). Any deviation from the foregoing policy must be

approved in writing by Resident's applicable Program Director and must comply with the GME Guide or other applicable Medical Center GME policies. Resident acknowledges that a temporary license is not valid for any of these activities. If approved, such activities must not interfere with Resident's obligation to Medical Center, impair the effectiveness of the educational program engaged in, or cause detriment to the service and/or interests of the Medical Center.

- 2.7 Resident shall keep and maintain (or cause to be kept and maintained) appropriate records relating to all professional services rendered by Resident and relating to all billing reports, claims, and correspondence required in connection with Resident's performance of services rendered under this Agreement.
- 2.8 Resident shall maintain the confidentiality, privacy and security of patient records and information as required by law, regulation and Medical Center policies and procedures, including but not limited to, Medical Center's policies and procedures regarding compliance with applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 ("Regulations") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act").
- 2.9 Resident shall perform in a diligent and timely manner the duties set forth herein. Performance standards will be established by the Program Director. Performance evaluations will be performed by Medical Center's faculty and reviewed with the Resident. If at any time Resident's academic performance is not in compliance with such standards, such that it threatens the successful Program matriculation or advancement of Resident within the Program, Resident shall be advised in writing by such Program Director. This written notice shall become part of Resident's Program record. Upon Resident's receipt of such notice regarding academic performance, Resident will be placed on academic probation which shall last at least three (3) months and not more than six (6) months. In addition, a remedial education program will be developed for the Resident. If after completion of the academic probation and the remedial program Resident fails to correct deficiencies, Resident may be terminated upon written notice.

If at any time Resident's non-academic performance is not in compliance with the performance standards established by the Program Director, Resident shall receive written notice of such failure to comply with such standards. If Resident receives more than two (2) such written notices, regarding non-academic performance, and fails to correct such deficiencies, Medical Center, in its sole and absolute discretion, may terminate this Agreement. Resident may be immediately terminated in the reasonable discretion of Program Director due to concerns for patient safety or any reason consistent with ACGME standards. The Graduate Education Committee will retain review authority in all cases.

Medical Center will provide Resident with the opportunity to address grievances including gender or other forms of harassment and/or appeal any disciplinary action in accordance with provisions set forth in the GME Guide.

- 2.10 Resident shall comply with the Medical Center policies regarding moonlighting activities as set forth in Medical Center's policies and procedures, including but not limited to the GME Guide.

3. COMPENSATION AND BENEFITS.

- 3.1 Resident shall be compensated for Resident's duties pursuant to the terms set forth on Exhibit A attached hereto, and such compensation shall be reviewed on an annual basis.

- 3.2 In addition to the compensation set forth on Exhibit A, Resident shall, during the term of this Agreement, be entitled to the fringe benefit programs afforded to Residents employed by Medical Center set forth on Exhibit B, subject in each case to any applicable eligibility requirements and pursuant to and in compliance with all Medical Center policies regarding employed resident benefits, as may be amended or revised in the sole discretion of Medical Center from time to time.

- 3.3 Medical Center shall provide meals for Resident, at no cost to Resident subject to Medical Center's designated per-diem amount, only while Resident is on duty at the Medical Center. The Doctors' Dining Room, the Cafeteria, and Baggot Street Cafe are approved sites for meals.

4. TERM & TERMINATION.

- 4.1 As used herein, "Term" shall mean the period commencing on the Effective Date of July 1, 2011 and ending on June 30, 2012, unless earlier terminated pursuant to Section 4.2 below. If in the sole discretion of the Medical Center, Resident has fulfilled all of the terms and conditions set forth in this Agreement, Resident will be reappointed for another year unless Resident is a participant in the One Year Transitional, one or two year Critical Care Fellowship or Dental Programs for which automatic renewal of this Agreement does not apply or if the Resident completes the final year of accredited training applicable to the Program. If Medical Center determines that the Resident's Agreement shall not be renewed for an additional period of twelve (12) months, Medical Center shall provide Resident with written notice of non-renewal of this Agreement no later than four (4) months prior to the end of the of the Term of this Agreement; provided, however, if the primary reason(s) for the non-renewal occurs within the four (4) months prior to the end of the Term, Medical Center shall provide Resident with that amount of written

notice of non-renewal of this Agreement as the circumstances will reasonably allow.

In the event of termination or non-renewal, Resident may implement the grievance procedures in accordance with and as set forth in the GME Guide, upon Resident's receipt of written notice of termination or intent not to reappoint or renew this Agreement.

- 4.2 This Agreement shall terminate upon the first to occur of the following:
- (a) termination by Medical Center upon the date of death of Resident; or
 - (b) termination by either party by one party providing notice to the other stating the effective date of termination in the event Resident has become Physically Disabled. "Physically Disabled" for the purposes of this Section 4.2(b) shall mean that Resident has suffered from an injury, accident, illness or condition such that in the determination of a physician selected by Medical Center and Resident (or Resident's representative), Resident is unable, with or without reasonable accommodation, to perform the essential functions of Resident's position; or
 - (c) termination by Medical Center in accordance with Section 2.9 or upon the revocation, termination, restriction, or suspension of Resident's license to practice medicine by the State of Missouri for any cause; or
 - (d) termination by either party upon the other party's breach of this Agreement which remains uncorrected for ten (10) days following written notice of said breach to the breaching party, provided, however, that Resident shall be entitled to implement the grievance procedures in accordance with and as set forth in the GME Guide.
- 4.3 In the event this Agreement is terminated in accordance with Section 4.2, Medical Center shall no longer be obligated to make any additional payments hereunder or otherwise. Any amounts earned hereunder by, but not yet paid to, Resident shall be paid by Medical Center to Resident or, in the event of Resident's death such amounts shall be paid to Resident's surviving spouse, if any, or if none, to Resident's estate; and Resident or Resident's surviving spouse or estate, as applicable, shall pay any amount or amounts then owed by Resident to Medical Center.
- 4.4 In the event this Agreement is terminated in accordance with Section 4.2(e) and Resident abandons Resident's residency with Medical Center prior to the applicable notice period described in Section 4.2(e), Resident shall promptly reimburse Medical Center for expenses incurred by Medical Center in obtaining the services of a qualified temporary replacement for Resident acceptable to Medical Center for that period of time from the date of Resident's abandonment to the date of termination stated in the written termination notice delivered in

accordance with Section 4.2(e); provided, however, that if Medical Center gives written notice of termination, Resident shall not be required to reimburse Medical Center under this Section 4.4 for longer than thirty (30) days after written notice of termination. In addition, if Resident abandons Resident's participation in the Program with Medical Center in violation of this Agreement, Resident shall promptly reimburse Medical Center for expenses incurred by Medical Center in obtaining the services of a qualified temporary replacement for Resident acceptable to Medical Center for that period of time from the date of Resident's abandonment to the date this Agreement would have otherwise terminated. Resident specifically grants Medical Center the right to offset any amounts due from Medical Center to Resident for any reason against amounts due from Resident to Medical Center pursuant to this Section 4.4.

5. INSURANCE AND INDEMNITY.

5.1

Medical Center hereby agrees to purchase or provide, in Medical Center's sole discretion, medical professional liability coverage either through a funded self-coverage program or commercial insurance, in either case, subject to the terms and conditions thereof, covering Resident's participation in the Program in the minimum amounts of \$1,000,000 per claim and a minimum aggregate amount of \$3,000,000, which shall be maintained on either (i) a "claims made" basis, or (ii) an "occurrence" basis, both of which shall cover Resident against claims arising out of the rendering of or failure to render the services and obligations that are within the scope of Resident's duties specified in this Agreement. Medical Center shall be named as an additional insured under any commercial policy. In the event such medical professional liability coverage, is maintained on other than an occurrence basis, Medical Center will procure continuing coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the retroactive date of the insurance policy in effect as of the Effective Date of this Agreement, by obtaining an extended reporting endorsement ("tail"), applicable to the coverage provided to Resident and maintained by Medical Center during the term of this Agreement, or by such other method reasonably acceptable to the Medical Center covering Resident against claims arising out of the rendering of or failure to render the services and obligations that are within the scope of Resident's duties specified in this Agreement.

5.2 Resident and Medical Center understand and agree that Medical Center has no obligation to defend and indemnify Resident against any costs that Resident becomes obligated to pay because of injuries arising out of the rendering of, or failure to render professional services, in connection with activities of Resident outside of the scope of Resident's participation in the Program and performance of duties specified in this Agreement, if any. Upon termination of this Agreement

for any reason, the insurance coverage provided by Medical Center pursuant to Section 5.1 shall terminate except as set forth in Section 5.1.

6. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.

Resident understands and acknowledges that Resident will have access to confidential information concerning Medical Center's business (including the information contained in this Agreement) and that Resident has a duty at all times not to use such information in competition with Medical Center or to disclose such information or permit such information to be disclosed to any other person, firm, corporation, or other third party during the Term or at any time thereafter.

7. ADDITIONAL PROVISIONS.

- 7.1 The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties, except as may be specifically provided to the contrary, provided, however, at the request of Medical Center, Resident shall execute such additional instruments and take such additional acts as Medical Center may deem necessary, to effectuate this Agreement.
- 7.2 Except as herein expressly provided to the contrary, whenever in this Agreement any consent or approval is required to be given by either party or either party must or may exercise discretion, the parties agree that such consent or approval shall not be unreasonably withheld or delayed and such discretion shall be reasonably exercised.
- 7.3 In the event that either party elects to incur legal expenses to enforce at cost of party seeking interpretation any provision of this Agreement, the prevailing party will be entitled to recover such legal expenses, including, without limitation, reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief to which such party shall be entitled.
- 7.4 Whereas Medical Center's principal place of business in regard to this Agreement and the location of the final act to effectuate this Agreement are in the City of Creve Coeur, County of St. Louis, State of Missouri, this Agreement shall be governed by and construed in accordance with the laws of such State, and such County and State shall be the venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought or arise out of, in connection with, or by reason of this Agreement.
- 7.5 Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns; provided, however, Resident may not assign this Agreement or any or all of Resident's rights or obligations hereunder without the prior written consent of Medical Center.

- 7.6 The waiver by Medical Center of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver by Medical Center of any subsequent breach of the same or other provision hereof.
- 7.7 Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail return receipt requested, addressed as follows:

Medical Center: St. John's Mercy Medical Center
615 South New Ballas Road
Creve Coeur, Missouri 63141
Attn: President & CEO

And with a copy to:

Attn: Chairman of Graduate Medical Education
St. John's Mercy Medical Center
Department of Graduate Medical Education
615 South New Ballas Road
Creve Coeur, Missouri 63141

Resident: «First_Name» «Last_Name», «Degree»
«StreetAddress»
«City» «State» «Zip»

or to such other address and to the attention of such other person or officer as either party may designate by prior written notice.

- 7.8 In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, and the basis of the bargain of this Agreement is not thereby destroyed, such invalidity, illegality, or unenforceability shall not effect the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.
- 7.9 The divisions of this Agreement into articles and sections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.
- 7.10 This Agreement supersedes all previous contracts, and constitutes the entire agreement of whatsoever kind or nature existing between or among the parties respecting the subject matter hereof. No party shall be entitled to benefits other than those specified herein. As between or among the parties, no oral statements or prior written material not specially incorporated herein shall be of any force and effect. The parties specifically acknowledge that in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others. All prior representations or

agreements, whether written or oral, not expressly incorporated herein, are superseded and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto.

- 7.11 All case records, charts and personal files concerning patients of Medical Center shall be and remain the property of Medical Center and as such shall not be removed from Medical Center, copied, or disclosed by Resident. Any use or access of such records or information by Resident shall be limited to use and access necessary to perform Resident's duties under this Agreement. Upon termination of this Agreement for any reason, Resident shall not retain, copy, or otherwise use records, charts or information related to any patient without the written consent of Medical Center and any such consent granted by Medical Center must in accordance with HIPAA, the Regulations and the HITECH Act.
- 7.12 Resident shall provide Medical Center with time records or other documentation on a regular basis as required by the Medicare program which reflects the time the Resident spends in furnishing Program services to Medical Center, including, without limitation, Resident's services to patients and services that are not reimbursable under the Medicare program (such as research). Such records shall be maintained by Medical Center for review by the Medicare intermediary, if requested.
- 7.13 The parties agree that if future legislation is enacted or regulations or clarifying legislation are promulgated by a government agency with authority to enforce the legislation or a decision of a court is rendered (a "Change in Law") that, in the opinion of Medical Center or Resident's legal counsel, affects or may affect the legality of this Agreement or adversely affect the ability of either party to perform its obligations or receive the benefits intended hereunder, then as soon as reasonably practical following written notice by such counsel to the parties, the parties shall meet to negotiate in good faith an amendment or substitute agreement to implement the original intention of the parties to the extent possible in light of the Change in Law.
- 7.14 The Medical Center policies and procedures affecting Resident, including but not limited to the GME Guide may be revised by Medical Center from time to time, in Medical Center's sole discretion and such revisions will be made available to Resident.

The parties hereto have caused this Agreement to be executed as of the day and year first above.

ST. JOHN'S MERCY HEALTH SYSTEM
d/b/a St. John's Mercy Medical Center

RESIDENT

By: _____

Name: Michael McCurry

Title: President and CEO

By: _____

Name: «First_Name» «Last_Name», «Degree»

EXHIBIT A

A. COMPENSATION

EFFECTIVE JULY 1 , XXXX

B. POST GRADUATE YEAR

PGY- X

C. ANNUAL SALARY

\$0.00

EXHIBIT B

D. Benefits

The following is a brief summary of benefits offered to Resident under this Agreement. Reference should be made to the benefits package supplied by Medical Center for a full explanation of each benefit and definitions of certain terms. Each benefit described herein is subject to the terms, qualifications, limitations and conditions of St. John's Mercy Health Care benefit programs, as amended from time to time, and benefits may be changed modified, terminated, increased or decreased provided that no benefit accrued at the time of the amendment or modification will be decreased. It should be noted that certain benefits vary for residents who are deemed to be part-time as defined by the base contract document.

Health Care Coverage

Full-time and eligible part-time residents may participate in the health care plan in accordance with St. John's Mercy Medical Center policies. St. John's Mercy Health Care offers a comprehensive health care plan. If Resident elects to participate in a health care plan offered by St. John's Mercy Health Care, St. John's Mercy Health Care will pay the premium for Resident's and Resident's eligible dependents' health care coverage. In addition, Medical Center will provide referrals for counseling and psychological support services for residents in circumstances, including, but not limited to physician impairment.

E. Dental Coverage

Full-time and eligible part-time residents may participate in the dental plan in accordance with St. John's Mercy Medical Center Policies. St. John's Mercy Health Care offers a comprehensive dental plan. If Resident elects to participate in a dental plan offered by St. John's Mercy Health Care, St. John's Mercy Health Care will pay the premium for Resident's and Resident's eligible dependents' dental coverage.

F. Vision Coverage

Full-time and eligible part-time residents may participate in the vision plan in accordance with Medical Center's Policies. If Resident elects to participate in a vision plan offered by John's Mercy Health Care, St. John's Mercy Health Care will pay the premium for Resident's and Resident's eligible dependents' vision coverage.

G. Life Insurance and Accidental Death and Dismemberment

All full-time and eligible part-time residents are eligible to receive coverage effective ninety (90) days after employment. Currently, it is offered at no expense to Resident. For full-time residents, insurance coverage is equal to one times the annual Total Compensation. For eligible part-time residents, insurance coverage is set at \$5,000. Supplemental life insurance coverage is available, at Resident's cost.

H. Long Term Disability Insurance

Per your contract you are required to carry disability insurance either from another company or the hospital provided plan. The hospital provided plan is currently being provided by Berkshire Life Insurance Company (the hospital pays for 60% of this premium).

The policy is a non-cancelable, guaranteed renewable plan. All of the base contracts are guarantee issued to all residents regardless of health status at time of application. The policy's current benefit amount of \$2,200.00 and includes an option to increase coverage when Resident's training is completed. **Currently, Medical Center pays approximately 60% of the policy premiums and Resident will pay approximately 40% of the policy premiums. Each Resident annual salary is reduced by about \$275 each year to pay for the policy. The resident owns their policy and upon completion of training will have the option to keep or terminate the policy.** Residents may also purchase additional long-term disability insurance plans through the current carrier at their own cost. If you would like more detailed information about the guaranteed issue plan, plan benefits, or the additional coverage you may qualify for before orientation, please contact W. Ted Isaacs with any questions at (314)-569-0500 or toll free at 1-800-846-1768.

I. Vacation/Sick

Residents are eligible for Three (3) weeks (Monday-Sunday) or fifteen (15) days of (Weekdays) of vacation per year; and Three weeks (Monday-Sunday) or fifteen (15) days (weekdays) of sick leave per year. Vacation time or sick time, which is not utilized in a year, may not be carried over to subsequent years.

J. Leaves of Absence

Residents are eligible for leaves of absence for medical or personal reasons. When applicable, medical leaves are issued in accordance with the Family and Medical Leave Act. For leaves of absence due to Resident's personal illness, all available sick time will first be paid. Other available benefit hours must then be utilized prior to any unpaid time. In all events, Resident must make-up the training requirements of the Residency Program in accordance with ACGME requirements at the discretion of the Program Director.

K. Educational Leave

The purpose of this specially granted leave is to improve knowledge, to learn a technical advancement or to acquire a new technical expertise. Educational leave is reserved for residents in the final year of training and is granted in the sole discretion of the Chairman of the Department.

L. Medical and Dependent Spending Accounts

Full-time and eligible part-time residents may participate in the flexible spending accounts in accordance with the St. John's Mercy Medical Center policies. Flexible spending accounts are the tax savings by allowing you to set aside money out of your paycheck on a pre-tax basis to pay for eligible healthcare and/or dependent care expenses.

** For the purposes of this Schedule, "Total Compensation" means Resident's gross cash compensation for the most recently completed calendar year, or for new residents a reasonable estimate of the expected Total Compensation payable under this Agreement.

Initialed Medical Center: _____ Initialed Resident: _____ Approved by Legal-JLC 2/5/08

