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MERCY HOSPITALS EAST COMMUNITIES
GRADUATE MEDICAL EDUCATION
POLICY AND PROCEDURE GUIDE

I. Graduate Medical Education

A. Administrative Structure for Graduate Medical Education

Mercy Hospitals East Communities (MERCY) commitment to medical education dates back to 1908 when it took in its first intern. In the ensuing years MERCY 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 high quality graduate medical education.

MERCY Graduate Medical Education (GME) is an extension of a medical school’s education process, and prepares a 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.

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

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<th>Participating Institution</th>
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<td>Internal Medicine, Family Medicine</td>
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<td>Transitional Year</td>
<td>Surgery, Psychiatry, Anesthesiology, Colorectal Surgery</td>
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Organizational Structure:

MERCY, through Mercy Hospital St. Louis 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 MERCY 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 are 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 two resident representatives from each MERCY-sponsored Program. Program Coordinators & GME Supervisor are also voting members.

All are appointed by the President of Mercy Hospital St. Louis (President) 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 four times a year for monitoring and advising on all aspects of residency education. Specific responsibilities include:

a. Establishment of institutional policies regarding quality of education and the work environment for all training programs.

b. Collecting intra-institutional information and making recommendations on reasonable and fair funding of all GME programs, including salaries, benefits and support services.

c. Establishment of appropriate oversight of and liaison with all Program Directors.

d. Appraisal of the appropriateness of working conditions and duty hours for all residents.

e. 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.

f. Assure that each training program provides a curriculum and an evaluation system to ensure that Residents demonstrate achievement of the six core competencies and residency specific milestones.

g. 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.
h. 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 six month progress report.

3) Other documentation as deemed appropriate by GMEC.

i. Regular Review of Sponsoring Institutions accreditation Letter of Report from Institutional Review committee and development and monitoring of corrective action plans.

j. Review and approve prior to submission to the ACGME

1) all applications for ACGME accreditation of new programs and subspecialties;

2) changes in resident complement;

3) major changes in program structure or length of training;

4) additions and deletions of participating institutions used in a program;

5) appointments of new Program Directors;

6) progress reports requested by any Review Committee;

7) responses to all proposed adverse actions;

8) requests for increases or any change in resident duty hours;

9) requests for “inactive status” or to reactivate a program;

10) voluntary withdrawals of ACGME-accredited programs;

11) requests for an appeal of an adverse action, and

12) appeal presentations to a Board of Appeal or the ACGME

C. Program Directors and Coordinators Meeting

An executive committee of the GMEC composed of the DIO, Program Directors, GME Supervisor 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 Program Directors and Program Coordinators Meeting 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 MERCY 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 MERCY:
ACGME Accredited:

Family Medicine
Internal Medicine
Obstetrics/Gynecology
Transitional Year

ADA Approved:

Dental Medicine

SLU Sponsored ACGME Accredited - in which Mercy Hospital a participating hospital:

Critical Care Medicine  Otolaryngology
Pulmonary  Plastic Surgery
Psychiatry  Emergency Medicine
General Surgery  Vascular Surgery
Anesthesiology  Orthopedic Surgery
Colorectal Surgery

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 of the Institution in this respect.

B. Distribution of Institutional Resources

MERCY 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 MERCY 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 residency programs to assess their compliance with the institutional and program specific rules 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 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. 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

MERCY 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. MERCY 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 Mercy Hospital.

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 or DO degree granted, copy of MD or DO diploma, Undergraduate Transcript, Agreement completely executed by the Resident and MERCY, Licensure: Missouri State Physician License, Missouri State BNDD, Physical Exam by MERCY, current citizenship/visa status.

B. Resident Duties and Resident Supervision

This is a general policy encompassing residents from multiple specialties training in Mercy Hospital. 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 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 Mercy Hospital 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.

C. 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:

1. 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.

2. The attending physician confirms the subjective and objective findings of the resident, reviews the differential diagnosis, and patient care management with the resident.

3. 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.

4. If 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.

5. 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.

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.

D. 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 or dental 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:
   
a. Participating in providing safe, compassionate and ethical care.

b. Developing an understanding of how to provide cost-efficient care in an environment that seeks to minimize errors, while delivering evidence-based care.

c. Developing an understanding of the medico legal and ethical principles of care.

d. Understanding the socio-economic aspects of medicine and the delivery of care within the various systems of care.

e. Understanding the role of the resident within the health care team.

f. 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.

g. Participating in research programs and educational presentations, as required by the individual programs.

h. 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 enter 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 safety and quality improvement and will participate in safety and quality improvement activities.

E. Responsibility of Supervising Attending

In the supervision of resident-patient management the assigned attending physician 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 delineating supervisory responsibility for clinic hours should be readily available.

F. 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 Mercy Hospital sponsored residency will be chosen as voting members of the GMEC.

3. Resident Committee (See Below)

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 Hospital 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 quarterly per academic year. The Chairman of the Resident Committee will also be a voting 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. 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.
I. Resident Evaluations

Rotation Evaluations will be reviewed with residents on regular bases. The Program must provide objective assessment of competence in all the core competencies, and pertinent milestones, use multiple evaluations and document progressive performance. Each resident must be provided with documented semiannual evaluations.

J. Resident Performance Deficiencies and Corrective Actions

When a resident's performance is unsatisfactory, the Program Director or his/her designee shall notify the resident, both verbally and in writing, as soon as can reasonably be arranged and initiate appropriate corrective and/or disciplinary action. In general, MERCY may use progressive discipline at its discretion, depending on the circumstances, which may include written concern or warning with remediation, probation, summary suspension or dismissal from the program. In some cases, depending on the severity of the situation one or more steps may be bypassed. Additionally, if a resident's mental or physical condition appears to affect academic, clinical or professional performance, s/he may be referred for evaluation and treatment in accordance with the GME Impaired Resident policy.

1. Concern or Warning with Remediation: A resident displaying unsatisfactory performance may be assigned a period of concern or warning with remediation. The Program Director or his/her designee shall issue written concern or warning to the resident, which, in most cases will include a) a description of the specific deficiencies leading to unsatisfactory performance, b) detailed goals and performance expectations for remediation and c) the specified period of time for remediation. The Program Director is responsible to inform the DIO of residents placed on remediation. At the end of the remediation, one of the following may occur:

   a. termination of remediation, with a written statement provided to and signed by the resident stating conditions of remediation were satisfactorily resolved and no additional corrective action is planned, contingent upon continued satisfactory performance.

   b. remediation extension, in the event the resident has performed satisfactorily on a significant portion but not all of the remediation and the Program Director agrees to an additional term of remediation, for a specified period of time.

   c. imposition of probation, in the event of failure by the resident to satisfactorily meet the goals and performance expectations for remediation.

   d. other action, deemed appropriate in consultation with the DIO.

   e. academic credit, Remediation may result in denial of part or all of an academic year's credit.
2. **Probation:** Probation is a serious designation that requires explanation on every licensing and privilege application for the duration of a physician’s medical career.

A resident displaying unsatisfactory performance, which is sufficiently serious and/or not remediated may be subject to a period of probation lasting no less than three months and no greater than six months, provided the resident's continuation in the program does not constitute a material threat to the welfare of patients or the integrity of the program. In consultation with program faculty and the DIO, a Program Director or his/her designee shall meet with the resident and present a written notice, which in most cases, will include; a) specific reasons leading to probation; b) detailed conditions, goals and performance expectations for the probation period; and c) specified period of time for probation. Assessment of the resident's performance by the program will generally occur and be periodically reviewed with the resident by the Program Director or his/her designee. At the end of the probationary period, one of the following may occur:

a. **termination of probation,** with a written statement provided to the resident stating conditions of probation were satisfactorily resolved and no further action is planned assuming continued satisfactory performance.

b. **probation extension,** in the event the resident has performed satisfactorily on a significant portion but not all requirements of probation and the Program Director agrees to an additional term of probation, for a specified period of time no less than three but no more than six months, with a written update of conditions, goals and performance expectations.

c. **dismissal** of the resident from the program.

d. **other action** deemed appropriate in consultation with the DIO.

e. **academic credit:** Probation may result in denial of part or all of an academic year's credit.

3. **Summary Suspension and Dismissal:** A resident displaying unsatisfactory performance, which is not remedied after being placed on probation, or which recurs after a period of probation completed for the same unsatisfactory competency is subject to summary suspension and/or dismissal from the program. Additionally, the Program Director, the DIO or the President of the hospital may at any time recommend a resident's summary suspension or dismissal from the program for reasons including but not limited to unethical, immoral, unprofessional behaviors; suspected, admitted or convicted criminal action; misrepresentation, fraud or cheating; sanctions by medical licensing boards; conduct that threatens the welfare or safety of patients, co-workers or staff; conduct that threatens the integrity of the program; violation of hospital policies; or failure to meet program standards for academic, clinical or professional performance.

The process of summary suspension is initiated upon recommendation of the Program Director, in consultation with the DIO. The Program Director shall provide the resident...
with written confirmation of suspension, including the reasons, the term of suspension and any conditions that may be imposed for resumption of participation in the residency program. At the end of suspension, one of the following may occur:

a. termination of suspension, with a written statement provided to the resident stating suspension occurred and there is no need for further action contingent upon continued satisfactory performance.

b. probation, termination of suspension, with placement of the resident on probation.

c. dismissal of the resident from the program.

The process of dismissal is initiated upon recommendation of the Program Director in consultation with the DIO. The resident shall receive written copy of dismissal and reasons thereof, as well as notice of his/her right to appeal.

Upon suspension or dismissal of a resident, all original related or subsequent administrative documentation shall be delivered by the program to the GME office until any appeal proceedings are complete. If the resident does not request an appeal pursuant to Section K below, the dismissal shall be final and effective as of the date of receipt of notice of dismissal by the resident.

Alternate actions to dismissal, including but not limited to requests for voluntary resignation or counseling a resident to leave a program, may be offered at the Program Director's discretion based on individual circumstances and consultation with the DIO.

The President of the hospital, or similarly empowered Hospital official shall report such GME actions as are required by the Missouri State Board of Registration for Healing Arts.

4. Non-reappointment: A Program Director may, in consultation with program faculty and the DIO, decline reappointment of a resident for the upcoming academic year. The Program Director is generally expected to provide written notice of non-reappointment to the resident no later than four months prior to the end of a resident’s current contract. If the circumstances leading to non-reappointment occur within four months of the contract expiration, the Program Director shall notify the resident verbally and in writing, as soon as possible after the non-reappointment decision is reached.

5. Certification of Eligibility for Specialty Board Exam: If, after an appropriate course of corrective action, a Program Director determines that a resident remains unqualified or ineligible for specialty board examination, the Program Director or his/her designee is responsible to provide written notice to the resident. Upon receipt, a resident may implement the appeals process of the appropriate specialty board.

K. Resident Appeal Rights and Due Process
A resident who receives notice (Notice) of non-reappointment, probation, suspension or dismissal may appeal the decision by written notice to the DIO within ten (10) days of resident’s receipt of the Notice. Remediation may not be appealed. All original related or subsequent administrative documentation shall be delivered by the program to the GME office upon non-reappointment, suspension or dismissal of the resident, until any appeal proceedings are complete.

1. A resident who desires to appeal an appealable decision must submit a written request (Appeal Notice) for an appeals hearing (Appeal Hearing) to the DIO within ten (10) calendar days of receipt of Notice of an appealable corrective action. The Appeal Request must be delivered to the DIO by personal delivery, overnight courier or certified mail. If a valid Appeal Notice is not received by the DIO or designee within ten (10) days, the decision is final.

2. The DIO appoints an ad hoc Appeal Committee (Appeal Committee) to investigate the matter and provides findings of fact to the GME Committee. The Appeal Committee shall consist of three resident physicians and three faculty physicians from specialty programs other than the resident’s program, none of whom have had prior direct involvement in the matter.

3. The Appeal Committee shall review program and GME documentation, including any relevant medical records, and conduct interviews as the Appeal Committee deems necessary or helpful in the course of its investigation.

4. The Appeal Committee shall complete its pre-hearing investigation and hold a hearing within twenty (20) calendar days of receipt of the Appeal Notice.

5. The DIO or designee provides the resident and the Program Director at least five (5) calendar days notice of the date for the appeal hearing.

6. Appeal Hearing process

   a. The appeal hearing is conducted informally and rules of evidence do not apply. The Appeal Committee shall make rules it deems necessary to assure prompt and fair handling of the appeal. Neither the resident, the program nor the Appeal Committee shall be permitted to have legal counsel present or statements provided by legal counsel during the hearing.

   b. The resident may present an oral statement at the appeal hearing and may be accompanied by one member of the medical staff, upon the resident’s request and with such staff member’s consent. A medical staff member who accompanies a resident to an appeal hearing is permitted to make a statement on behalf of the resident. The resident may suggest witnesses who possess relevant information and may also submit statements in writing from faculty, staff or other individuals who have knowledge of facts for consideration by the Appeal Committee. It remains
the sole discretion of the Appeal Committee to determine if such witnesses will be interviewed or such statements will be considered.

c. The Program Director or his/her designee may present an oral statement at the appeal hearing and may be accompanied by one representative with such individual’s consent who is permitted to make a statement. The residency program may submit additional documentation and may suggest witnesses who possess information relevant to the appealed action, though it remains the sole discretion of the Appeal Committee to determine if such witnesses shall be interviewed.

d. Minutes of the appeal hearing shall be maintained by GME office staff. Neither the resident, the program, nor their representatives or witnesses shall be allowed access to the deliberations of the Appeal Committee or the GME Committee.

7. Appeal Committee Review and Action

a. The Appeal Committee may require a physical or mental evaluation of the resident, consistent with applicable law in any case where the Appeal Committee has reasonable concern regarding the resident's physical or mental ability to perform the essential functions of the residency program with or without reasonable accommodations. Procedures for such evaluations are set out in the Mercy GME Impaired Resident Policy.

b. Upon completion of review and consideration of all evidence, the Appeal Committee is responsible to make a recommendation to the DIO and GME Committee at large on the following:

   1) Was the action taken by the program substantially in compliance with the Mercy GME policies and procedures set forth in Section J. Resident Performance Deficiencies and Corrective Actions?

   2) Was the decision of the program consistent with hospital policies and not arbitrarily or capricious?

   3) It is not the role of the Appeal Committee to substitute judgment for that of the resident's program. If the Appeal Committee determines the answer to b.1) is yes and the answer to b.2) is yes, the Appeal Committee shall uphold the decision of the program. However, if the Appeal Committee determines that the program has failed to substantially comply with the procedures in Section J. Resident Performance Deficiencies and Corrective Actions, or that the decision of the program was made arbitrarily, capriciously or in violation of the hospital's policies, the Appeal Committee shall make recommendation to the GME committee for an appropriate remedy or reversal.
c. Failure of the resident to personally appear at the appeal hearing without good cause constitutes acceptance of the corrective action and a waiver of the resident’s right to appeal.

d. The Appeal Committee shall submit to the DIO and GME Committee a written report and recommendation. Upon review of the Appeal Committee’s report, the GME Committee at large may uphold, reverse, revise or modify the recommendations of the Appeal Committee. It is not the role of the GME Committee to hear statements, conduct interviews or review records, unless an exception is deemed necessary by the DIO, Appeal Committee or GME Committee at large.

8. Within ten (10) calendar days of the hearing, the DIO shall submit a final written recommendation to the President of the hospital or his/her designee. The decision of the President of the hospital is final and is issued in writing to the resident, the Program Director and the DIO.

9. The proceedings and records of the Appeal Committee, GME Committee and the President of the hospital shall be, so far as possible, confidential, and shall be retained as an institutional record consistent with the hospital’s record retention policies.

L. Failure to Certify Resident for Board Eligibility

After an appropriate course of remedial training, a Program Director may determine that a resident is not competent and qualified to take the specialty board examination. The resident has the right to appeal this decision by the process provided by the appropriate specialty board.

M. 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. 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. Programs 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.

   e. PGY-1 residents cannot work more than 16 consecutive hours.

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 for PGY-2 and above. 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. For PGY-2 and above, 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 and the GME office.

   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. Mercy Hospital GMEC endorses the 80 hour work week. No Proposal for exceptions will be reviewed, endorsed or forwarded to any RRC.

N. 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; or as soon as practical if emergent or unplanned. Notice must include reason for leave and anticipated timing of leave. Resident will request all leaves of absence by completing the proper Mercy “Request for Leave of Absence” form as well as the Physician’s Certification form for all medical leaves.

1. A resident is eligible to take Family and Medical Leave when he/she meets the following:
   a. Been employed for 12 months, and
   b. Worked 1250 hours during the 12 months immediately before the leave is to begin.

2. Family and Medical Leave may be taken only for the following reasons:
   a. The birth of a child, and in order to care for that child;
   b. The placement of a child with the employee for adoption or foster care;
   c. Care of a spouse, child or parent who has a “serious health condition”, and
   d. Employee’s own “serious health condition” which makes him/her unable to perform the essential functions of the job.

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

3. 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:
   a. Six (6) weeks postpartum for normal deliveries;
   b. 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 of 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. A resident must provide a copy of his/her military orders and complete proper Mercy leave paperwork before the start of the military leave of absence.

O. 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.

P. 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.

Q. Quality Improvement & Safety

All residents should receive education in quality-assurance/performance improvement and safety. Residents should participate in the quality improvement and safety activities of their respective departments.
Appendix
Mercy Hospital
Graduate Medical Education
Policy on Absenteeism and Tardiness

The Graduate Medical Education policy on absenteeism and tardiness follows directly the Mercy Hospital 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: 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 his/her Program Director and his/her teaching attending for the rotation at least 2 hours before the start of the shift. Residents rotating on labor and delivery must contact their Program Director and the L&D Chief Resident.

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.
POLICY STATEMENT

Mercy Hospital has a strong commitment to provide a safe work environment for all of its employees, patients, and visitors. It is Mercy Hospital 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 use of any substance subject to abuse while on Mercy Hospital property or while participating in Mercy Hospital 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 Mercy Hospital 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 Mercy Hospital 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, Mercy Hospital 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 Mercy Hospital 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. Mercy Hospital 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 Mercy Hospital 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, Mercy Hospital 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 Mercy Hospital 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. Mercy Hospital 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 Mercy Hospital 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 Mercy Hospital 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.

Mercy Hospital 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. Mercy Hospital 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 Mercy Hospital 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.

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:
MERCY HOSPITAL
IMPAIRED RESIDENT/FELLOW POLICY

I. Policy

It is the policy of Mercy Hospital St. Louis (hospital) and its Graduate Medical Education (GME) Program to properly investigate and act upon concerns that a resident/fellow is suffering from impairment. The hospital through its GME Program 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.

II. Report and Investigation

If a GME Program Director or any individual working in the hospital or other responsible party has a reasonable belief that a resident/fellow is physically or mentally impaired, or if a resident/fellow self refers for possible impairment, the following steps shall be taken:

1. The individual or program chair notifies the DIO. The report shall include a description of the incident(s) that led to the belief that the resident/fellow 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 belief that the resident/fellow may be impaired. 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 DIO believes there is sufficient information to warrant further investigation, the DIO or designee is responsible to direct an appropriate investigation. The 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 resident/fellow(s) health status are related to the performance of the resident/fellow(s) GME program participation and are consistent with proper patient care and operations of the GME program and the hospital;
   c. a requirement that the resident/fellow undergo a complete medical examination, so long as the exam is related to the performance of the resident/fellows(s) GME program participation and is consistent with proper patient care and the operations of the GME program and the hospital;
d. a requirement that the resident/fellow take a drug test to determine if the resident/fellow is currently using drugs illegally;

e. referral of the resident/fellow to the Missouri Physician’s Health Program for review and recommendation. If the resident/fellow is referred to the Missouri Physician’s Health Program steps 5 - 8 below will be undertaken by the Missouri Physician’s Health program.

4. The Program Director and/or DIO shall meet informally with the resident/fellow as part of the investigation. At this meeting, the Program Director and/or DIO may ask the resident/fellow health-related questions so long as they are related to the performance of the resident/fellow(s) GME program responsibilities and are consistent with proper patient care and the operations of the hospital. In addition, the Program Director and/or DIO may discuss with the resident/fellow whether a reasonable accommodation is needed or could be made so that the resident/fellow could competently and safely exercise his or her GME program responsibilities.

5. Based on all of the information reviewed as part of the investigation, the DIO shall determine:

a. whether the resident/fellow is impaired, or what other problem, if any, is affecting the resident/fellow;

b. if the resident/fellow is impaired, the nature of the impairment and whether it is classified as a disability under the ADA;

c. if the resident/fellow(s) impairment is a disability, whether a reasonable accommodation can be made for the resident/fellow(s) impairment such that, with the reasonable accommodation, the resident/fellow would be able to competently and safely and satisfactorily perform his or her GME program requirements;

d. whether a reasonable accommodation would create an undue hardship upon the GME program and/or the hospital, such that the reasonable accommodation would be excessively costly, extensive, substantial or disruptive, or would fundamentally alter the nature of the GME program’s or hospital’s operations or the provision of patient care. This accommodation is at the discretion of the DIO; and

e. whether the impairment constitutes a "direct threat" to the health or safety of the resident/fellow, patients, hospital employees, other resident/fellow(s) 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 resident/fellow appears to pose a direct threat because of a disability, the DIO must also determine whether it is possible to eliminate or reduce the risk to an acceptable level with a reasonable accommodation.
6. If the DIO determines that there is a reasonable accommodation that can be made as described above, the DIO shall attempt to work out a voluntary agreement with the resident/fellow, so long as that arrangement would neither constitute an undue hardship upon the GME program or the hospital nor create a direct threat, as described above. The hospital’s President and applicable department chairmen shall be kept informed of attempts to work out a voluntary agreement between the DIO and the resident, and shall approve any agreement before it becomes final and effective.

7. If the DIO determines that there is no reasonable accommodation that can be made as described above, or if the DIO cannot reach a voluntary agreement with the resident/fellow, the DIO shall make a recommendation and report to the GME Committee as to appropriate action to be taken. If the DIO's recommendation would provide the resident/fellow with a right to a hearing as described in Section K of the Mercy Hospital St. Louis Policy and Procedure Guide for Graduate Medical Education Programs, the DIO shall notify the resident/fellow of the recommendation in writing, by personal delivery or by certified mail, return receipt requested.

8. The original report and a description of the actions taken by the DIO shall be included in the resident/fellow(s) GME program 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 retained as a confidential report in the resident/fellow(s) GME program file and the resident/fellows(s) performance shall be monitored until it can be established that there is, or is not, an impairment problem.

   i. The DIO or designee 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 other GME program policies or policies of the hospital, the provisions of this policy shall control.

III. Rehabilitation and Reinstatement Guidelines

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

1. The Program Director and the DIO or designee shall assist the resident in locating a suitable rehabilitation program. A resident/fellow may propose a treatment plan with a health care professional outside of a formal rehabilitation program, which
treatment plan is subject to approval by the GME program and the hospital. A resident/fellow shall not return from a medical leave of absence until it is established, to the GME program and hospital's satisfaction, that the resident/fellow has successfully completed a program in which the GME program and the hospital have confidence.

2. Upon sufficient proof that a resident/fellow who has been found to be suffering from impairment has successfully completed a rehabilitation program, the GME program and the hospital may consider that resident/fellow for continuation in his or her GME program.

3. In considering an impaired resident/fellow for reinstatement, the GME program and the hospital must consider patient care interests paramount.

4. The GME program must first obtain a letter from the physician director of the rehabilitation program where the resident/fellow was treated. The resident/fellow must authorize the release of this information. That letter shall state:

a. whether the resident/fellow is participating in the program;

b. whether the resident/fellow is in compliance with all of the terms of the program;

c. whether the resident/fellow attends support meetings (i.e. AA) regularly (if appropriate);

d. to what extent the resident/fellows(s) behavior and conduct are monitored;

e. whether, in the opinion of the director, the resident/fellow is rehabilitated;

f. whether an after-care program has been recommended to the resident/fellow and, if so, a description of the after-care program; and

g. whether, in the director's opinion, the resident/fellow is capable of resuming his or her GME program responsibilities.

5. The resident/fellow must inform the DIO and Program Director of the name and address of his or her primary care physician, and must authorize that physician to provide the GME program with information regarding his or her condition and treatment. The GME program has the right to require an opinion from other physician consultants of its choice.

6. From the primary care physician the GME program needs to know the precise nature of the resident/fellow(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 resident/fellow is rehabilitated and capable of resuming his or her GME program participation, as a
condition of restoring the resident/fellow to participation in the GME program, the GME program shall require that the resident/fellow arrange for periodic reports to be sent to the GME program from his or her primary physician for a period of time specific by the GME program stating that the resident is continuing treatment or therapy, as appropriate, and that the resident/fellow(s) ability to continue in the GME program including participating in the care of patients in the hospital is not impaired;

8. The resident/fellow(s) performance in the GME program shall be monitored by the Program Director and DIO or designee. The nature of that monitoring shall be determined by the DIO after his/her review of all of the circumstances.

9. The resident/fellow must agree to submit to an alcohol or drug screening test (if appropriate to the impairment) at the request of the DIO or designee.

10. All requests for information concerning the impaired resident/fellow shall be forwarded to the DIO for response.

Approved: 3/2015
Mercy Hospital
Policy/Procedure Functional Area: Human Resources
Policy/Procedure Title: Anti-Harassment
Policy/Procedure Number:
Effective Date: February 6, 2009
Revised Date: March 1, 2015

PURPOSE:
The purpose of this policy is to prevent harassment within Mercy, whether or not such conduct is technically unlawful. Mercy believes that any harassment is detrimental to our most basic values. Mercy is committed to maintaining an environment that recognizes the inherent worth and dignity of every individual, fosters tolerance, sensitivity, understanding, and mutual respect.

POLICY:
Mercy is committed to maintaining a working environment that is free from all forms of unlawful harassment and discrimination based on an individual's gender, marital status, pregnancy, race, color, ethnicity, national origin, age, disability, religion, protected veteran status, sexual orientation, gender identity or other legally protected characteristic is prohibited. Mercy will not tolerate unlawful harassment, including sexual harassment, or retaliation in the workplace environment whether committed by co-workers, patients, individuals conducting business with or visitors to Mercy. Violation of this policy is grounds for corrective action up to and including immediate termination. Each co-worker is responsible for fostering civility and right relationships, and for refraining from conduct that violates this policy in the workplace and in any work-related setting outside the workplace (e.g., business trips, business meetings, and business-related social events).

PROCEDURE:

DEFINITIONS
- Harassment: Refers to verbal, physical, graphic or written conduct towards another individual that has the purpose or effect of creating an intimidating or hostile work environment, including in any work-related setting outside the workplace.
- Sexual Harassment: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; 3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. The offender or the victim of unlawful harassment may be either a male or female. Also, sexual harassment can involve individuals of the same or the opposite sex.
- Gender Identity: An individual's identity, expression, or physical characteristics of his or her gender whether or not traditionally associated with one's biological sex or one's sex at birth.
Examples of Conduct that violates Mercy’s Policy:
Although not exhaustive, the following are examples of conduct that may violate Mercy’s policy when unwelcome, and sometimes even when the conduct is welcome:

- Engaging in sexual flirtation, touching, advances or proposition.
- Verbal abuse of a sexual nature which includes, but is not limited to slurs, jokes, posters.
- Making graphic or suggestive comments about an individual’s dress or physical appearance.
- Using sexually degrading words to describe a co-worker.
- Displaying sexually suggestive objects or materials, such as sexually explicit photographs or drawings or jokes.
- Making a comment or spreading a rumor that embarrasses, ridicules or demeans an individual because of their gender or sexual orientation.
- Threatening or insinuating, either explicitly or implicitly, that a co-worker’s refusal to submit to sexual advances shall adversely affect his/her continued employment, performance evaluation, wages, advancement, assigned duties, or any other privilege or condition of employment.
- Showing favoritism to one co-worker based on a personal sexual relationship by offering advancement or other opportunities not made available to other similarly situated co-workers.
- Comments, actions, or types of behavior that are threatening, insulting, intimidating or discriminatory and upsets the workplace environment.
- Inappropriate emails, phone calls or jokes.

Other Harassment in the Work Environment

Harassment on the basis of marital status, pregnancy, race, color, ethnicity, religion, national origin, age, sexual orientation, gender identity, disability, protected veteran status, or any other legally protected characteristic is a violation of Mercy’s policy.

Complaint Procedure

Any co-worker who experiences harassment in violation of this policy should immediately seek assistance by informing his/her supervisor and/or Human Resources Department (HR). The Vice President of HR or designee will document the details of the complaint and conduct a prompt and thorough investigation of the allegations. The investigation process will be reviewed and explained to all parties involved emphasizing the need for confidentiality that must be maintained throughout the investigation. All pertinent documents will be reviewed and appropriate witnesses will be interviewed. Following an objective evaluation of the information gathered, the complainant will be notified in general as to the status of the investigation. To the greatest extent possible, Mercy will maintain the confidentiality of the investigation. The results of the investigation will determine what, if any, discipline should be imposed on the accused co-worker(s) and/or what other actions will be taken to fix the situation.

Thereafter, if the harassment has not been stopped (or it continues again after initially stopping), then the affected co-worker should immediately complain again to the Vice President of HR or designee.
Retaliation Prohibited

This policy seeks to encourage all co-workers to report and address conduct that may violate this policy. Retaliation against any co-worker for reporting or complaining of harassment, encouraging one to file a complaint, participating in an investigation, or enforcing this policy is strictly prohibited. Overt or covert acts of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or group for exercising rights under this policy will be subject to severe corrective actions up to and including immediate termination.

Note: This policy shall not be used to bring knowingly false or malicious charges against any co-worker or visitor and may subject the co-worker who does so to corrective action up to and including immediate termination.

THIS IS AN INSTITUTIONAL POLICY AND MAY NOT BE REVISED, CHANGED OR AMENDED DEPARTMENTALLY.

APPROVALS:
Legal review by: Jacquelynn Richmond (VP - Deputy General Counsel) Date: 11/26/14
Final Review and Approval by: Cynthia Mercer (SVP - Chief Administrative Officer)

Date: January 12, 2015
PURPOSE:

To establish guidelines for the appropriate conduct of Pharmaceutical/Vendor Representatives who conduct business at Mercy Hospital (MERCY)

DEFINITIONS:

Pharmaceutical/Vendor Representative (PR): Any individual employed by a pharmaceutical or vendor company who has business to conduct at MERCY. 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:

MERCY 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 MERCY to promote safe, efficacious and cost effective drug therapy with due consideration for MERCY personnel time expenditure. All activities must be consistent with and promote MERCY’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 MERCY and may not be present in any MERCY 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 MERCY 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 MERCY. 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 MERCY personnel.

f. Displays

   i. Displays are permitted only as a part of programming approved by the MERCY 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
**Purpose:**
The purposes of this policy are to provide guidelines for family members working together at Mercy and to manage romantic relationships in the workplace. Additionally, the policy identifies the standard employment procedures that are to be utilized by Mercy facilities to successfully manage the employment of relatives.

**Policy:**
Mercy is a family-friendly workplace committed to maintaining an environment where members of the Mercy community can work together to provide great patient care and service to the community. It is the responsibility of co-workers to work together as a team to achieve these goals. Mercy recognizes relationships may occur between co-workers that may affect operations. When this situation occurs, the leader will take appropriate action to maintain a positive working relationship among co-workers and to prevent disruption of operations.

**Procedure:**

**Family Members Working at Mercy**
Co-workers who are related shall not be permitted to work in departments in which one of the related co-workers would be in a position, directly or through others, to:
- hire,
  - supervise,
  - evaluate,
  - promote,
  - demote,
  - give corrective action to,
  - terminate,
  - assign work to, or
  - affect the compensation or terms or conditions of employment of the other co-worker.

The ability to accomplish any of these or similar employment actions puts a co-worker in the “sphere of influence” over another. Every effort must be made to avoid conflict of interest, nepotism, or the appearance of favoritism. Co-workers may not hire relatives for short-term assignments, internships or projects without the express permission of the respective Human Resources leader, and all relatives hired on a temporary basis are subject to the Temporary and Contracted Personnel policy, as well as a completed requisition process. The duration of the assignment, internship or project must be less than 12 months.
completed requisition process. The duration of the assignment, internship or project must be less than 12 months.

A “relative” under this policy is defined as a parent, step-parent, grandparent, step-grandparent, spouse, ex-spouse, child, step-child, aunt, uncle, brother, step-brother, sister, step-sister, known cousin, niece, nephew, in-law, “significant other” or relative of the “significant other” of the co-workers.

If a relative of a current co-worker applies for a position with Mercy, Human Resources and the senior department head will determine whether the position is within the sphere of influence of the current co-worker.

If the position is not within the sphere of influence of the current co-worker, written authorization to consider the relative for the opening will be provided to the hiring manager by the respective Human Resources leader, and this documentation will be kept in the HR file.

If the position is determined to be within the sphere of influence of the current co-worker, the relative will not be considered for that particular opening, but may be considered for other openings in the facility.

Once hired, Mercy co-workers cannot be transferred into such a reporting relationship.

If through reorganization, related co-workers are placed in a position that violates this policy, the co-workers will be advised that one of them will be required to find and obtain a suitable transfer within 90 days from the date of the relationship change or will be required to resign.

After hire, if co-workers become relatives with a relationship that would violate this policy, the co-workers will be advised that one will be required to resign unless a suitable transfer can be arranged within 90 days from the date of the change.

Human Resources is responsible for the overall management of the recruitment and selection process.

Co-workers are responsible for notifying their supervisors and Human Resources if they believe this policy may apply to them or if they have a relative within their sphere of influence.

Failure to properly disclose that a relationship exists or failure to cooperate in resolving the conflict may result in corrective action up to and including immediate termination.

Relationships at Work

Co-workers are encouraged to socialize and develop professional relationships with co-workers, provided that these relationships do not interfere with the work performance of either individual or with the effective functioning of the work group. Co-workers who engage in personal relationships (including romantic and sexual relationships) should be aware of their professional responsibilities and will be responsible for assuring that the relationship does not raise concerns about favoritism, bias, ethics and conflict of interest. In cases of doubt, advice and counsel should be sought from the co-worker’s leader or HR.

Romantic or sexual relationships between co-workers where one individual has influence or control over the other’s conditions of employment are inappropriate and prohibited. These relationships, even if consensual, may ultimately result in conflict or difficulties in the workplace. If such a relationship currently exists or develops, it must be immediately disclosed to the leader and/or HR.
relationships, even if consensual, may ultimately result in conflict or difficulties in the workplace. If such a relationship currently exists or develops, it must be immediately disclosed to the leader and/or HR.

The supervisor who has influence or control over the other’s conditions of employment is obligated to disclose his/her relationship to their leader and to Human Resources. The other co-worker involved in the relationship is also strongly encouraged to disclose the relationship to either the next level leader and/or to Human Resources. The leader must contact HR to decide the necessary actions to be taken.

**Relationships with Patients**

When co-workers interact with patients, co-workers are in a position of trust and power. These relationships must not jeopardize the effective functioning of Mercy by the appearance of either favoritism or unfairness in the exercise of professional judgment. In relationships with patients, the co-worker is expected to be aware of his/her professional responsibilities and to avoid apparent or actual conflicts of interest, favoritism or bias. Co-workers are prohibited from initiating or attempting to initiate sexual or romantic relationships with patients.

**General**

If a relationship is deemed to be inappropriate under the policy guidelines, the appropriate leader or next level administrator, after consultation with Human Resources, will take appropriate action. Actions taken may include, but are not limited to, a transfer to another work group, transfer to another position, a change in shift, a change in reporting structure, corrective action, or discharge. If a co-worker, whether or not involved in the relationship, believes that he/she has been, or is being, adversely impacted by a relationship, he/she is encouraged to contact HR. When relationships develop into situations that may be viewed as harassment or discrimination, co-workers should refer to the Anti-Harassment and/or Equal Employment/Affirmative Action Policy. If questions or concerns arise regarding harassment or discrimination, co-workers should immediately contact Human Resources. Willful violation of this policy by a co-worker is grounds for severe disciplinary action, up to and including immediate termination.

Should there be any concerns around adherence to this policy they should be brought to the attention of Human Resources to determine next steps.

**THIS IS AN INSTITUTIONAL POLICY AND MAY NOT BE REVISED, CHANGED OR AMENDED DEPARTMENTALLY.**

**APPROVALS:**

**Legal review by:** Jacquelynn Richmond (VP-Deputy General Counsel) **Date:** 11/26/14

**Final Review and Approval by:** Cynthia Mercer (SVP, Chief Administrative Officer)
THIS RESIDENT/FELLOWSHIP AGREEMENT (“Agreement”) is entered into and effective _________, 2015 (“Effective Date”) by and between Mercy Hospitals East Communities, a Missouri nonprofit corporation, d/b/a Mercy Hospital St. Louis (“Hospital”), and «First_Name» «Last_Name», «Degree» (“Resident/Fellow Physician”).

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/FELLOWSHIP PROGRAM.

   Hospital hereby agrees to accept Resident/Fellow Physician 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, Hospital agrees to provide a suitable environment for an educational experience in the designated Program in which Resident/Fellow Physician is participating.

2. DUTIES OF RESIDENT/FELLOW PHYSICIAN.

   During the Term of this Agreement, Resident/Fellow Physician shall, during the hours assigned to Resident/Fellow Physician by the Program Director (including night float or night call), perform the duties outlined in this Agreement at such locations as Hospital directs for the purpose of educating the Resident/Fellow Physician, delivering and participating inpatient care, and complying with the recommendations and policies of the applicable Program Residency/Fellow Physician Review Committee. Specific work hours may vary but will be delineated by the Program Director in compliance with ACGME and Hospital’s Graduate Medical Education (“GME”) written policies, including but not limited to those policies contained in the Hospital’s Policy and Procedure Guide for Graduate Medical Education Programs for Physicians (“GME Guide”). Resident/Fellow Physician agrees to maintain time records as required by the Program Director to verify compliance with all Hospital and ACGME duty hour regulations. Resident/Fellow Physician will also, subject to the direction and discretion of Hospital, satisfy the requirements and perform the functions and duties assigned to Resident/Fellow Physician by Hospital. Such functions and duties shall include, without limitation:
2.1 Resident/Fellow Physician 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/Fellow Physician may not participate in the Program until written notification of the temporary license; temporary license renewal or a permanent license has been received by Hospital from the State Board. If Resident/Fellow Physician is issued a temporary license by the State Board, Resident/Fellow Physician will be authorized to use Hospital’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/Fellow Physician’s patient care responsibilities arising out of participation in the Program under this Agreement.

2.2 Resident/Fellow Physician shall (i) perform Resident/Fellow Physician'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/Fellow Physician; (iv) participate in education and supervision of residents/fellows and medical students; (v) participate on institutional committees to which Resident/Fellow Physician is appointed; and (vi) participate in quality improvement, utilization management, risk management and other Program and/or Hospital activities.

2.3. Resident/Fellow Physician shall conform to the standards of professional scholarship and decorum as prescribed by Hospital'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/Fellow Physician shall comply with Hospital's policies, rules and regulations dealing with maintenance and completion of medical records and the timely return of books and journals borrowed from Hospital’s Library. Resident/Fellow Physician shall discharge all indebtedness to Hospital, such as satisfying any outstanding charges, returning borrowed equipment, loaned library books, and other property of Hospital, prior to the end of the Term of this Agreement.

2.5 Resident/Fellow Physician 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 Hospital from time to time. To the extent of any inconsistency in the terms of the GME Guide and Hospital’s human resources policies and procedures, the provisions of the GME Guide will apply to the matter in question.

2.6 Resident/Fellow Physician shall (i) not assume attending physician medical practice responsibilities or engage in Resident/Fellow Physician’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 Hospital, other hospitals, emergency centers, moonlighting etc.). Any deviation from the foregoing policy must be approved in writing by Resident/Fellow Physician’s applicable Program Director and must comply with the GME Guide or other applicable Hospital GME policies. Resident/Fellow Physician acknowledges that a temporary license is not valid for any of these activities. If approved, such activities must not interfere with Resident/Fellow Physician’s obligation to Hospital, impair the effectiveness of the educational program engaged in, or cause detriment to the service and/or interests of the Hospital.

2.7 Resident/Fellow Physician shall keep and maintain (or cause to be kept and maintained) appropriate records relating to all professional services rendered by Resident/Fellow Physician and relating to all billing reports, claims, and correspondence required in connection with Resident/Fellow Physician's performance of services rendered under this Agreement.

2.8 Resident/Fellow Physician shall maintain the confidentiality, privacy and security of patient records and information as required by law, regulation and Hospital policies and procedures, including but not limited to, Hospital’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”), the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) and the HIPAA Omnibus Rule.

2.9 Resident/Fellow Physician 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 Hospital’s faculty and reviewed with the Resident/Fellow Physician. If at any time Resident/Fellow Physician's academic performance is not in compliance with such standards, such that it threatens the successful Program matriculation or advancement of Resident/Fellow Physician within the Program, Resident/Fellow Physician shall be advised in writing by such Program Director. This written notice shall become part of
Resident/Fellow Physician's Program record. Upon Resident/Fellow Physician’s receipt of such notice regarding academic performance, Resident/Fellow Physician may 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/Fellow Physician. If after completion of the academic probation and the remedial program Resident/Fellow Physician fails to correct deficiencies, Resident/Fellow Physician may be terminated upon written notice.

If at any time Resident/Fellow Physician’s non-academic performance is not in compliance with the performance standards established by the Program Director, Resident/Fellow Physician shall receive written notice of such failure to comply with such standards. If Resident/Fellow Physician receives more than two (2) such written notices regarding non-academic performance, and fails to correct such deficiencies, Hospital, in its sole and absolute discretion, may terminate this Agreement. Resident/Fellow Physician 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 Medical Education Committee will retain review authority in all cases.

Hospital will provide Resident/Fellow Physician 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.

3. COMPENSATION AND BENEFITS.

3.1 Resident/Fellow Physician shall be compensated for Resident/Fellow Physician'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/Fellow Physician shall, during the term of this Agreement, be entitled to the fringe benefit programs afforded to Resident/Fellow Physicians employed by Hospital set forth on Exhibit B, subject in each case to any applicable eligibility requirements and pursuant to and in compliance with all Hospital policies regarding employed resident/fellow's benefits, as may be amended or revised in the sole discretion of Hospital from time to time.

3.3 Hospital shall provide meals for Resident/Fellow Physician, at no cost to Resident/Fellow Physician subject to Hospital’s designated per-diem amount, only while Resident/Fellow Physician is on duty at the Hospital. This per diem allowance may be used at the Main Cafeteria, Tuscany Café, Baggot Street Café, Coffee Bar.

4. TERM & TERMINATION.
4.1 As used herein, “Term” shall mean the period commencing on the Effective Date of July ___, 201__, and ending on June __, 201__, unless earlier terminated pursuant to Section 4.2 below. If in the sole discretion of the Hospital, Resident/Fellow Physician has fulfilled all of the terms and conditions set forth in this Agreement, Resident/Fellow Physician will be reappointed for another year unless Resident/Fellow Physician is a participant in the One Year Transitional Dental Programs for which automatic renewal of this Agreement does not apply, or if the Resident/Fellow Physician completes the final year of accredited training applicable to the Program. If Hospital determines that the Resident/Fellow Physician’s Agreement shall not be renewed for an additional period of twelve (12) months, Hospital shall provide Resident/Fellow Physician with written notice of non-renewal of this Agreement no later than four (4) months prior to the end 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, Hospital shall provide Resident/Fellow Physician 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/Fellow Physician may implement the grievance procedures in accordance with and as set forth in the GME Guide, upon Resident/Fellow Physician’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 Hospital upon the date of death of Resident/Fellow Physician; or

(b) termination by either party by one party providing notice to the other stating the effective date of termination in the event Resident/Fellow Physician has become Physically Disabled. “Physically Disabled” for the purposes of this Section 4.2(b) shall mean that Resident/Fellow Physician has suffered from an injury, accident, illness or condition such that in the determination of a physician selected by Hospital and Resident/Fellow Physician (or Resident/Fellow Physician’s representative), Resident/Fellow Physician is unable, with or without reasonable accommodation, to perform the essential functions of Resident/Fellow Physician's position; or

(c) termination by Hospital in accordance with Section 2.9 or upon the revocation, termination, restriction, or suspension of Resident/Fellow Physician's license to practice medicine by the State of Missouri for any cause; or

(d) termination by either party with cause or 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/Fellow Physician shall be entitled to implement the grievance procedures in accordance with and as set forth in the GME Guide.

(e) termination by either party without cause at the end of any calendar month upon at least sixty (60) days prior written notice to the other stating the effective date of termination, which such date shall not be earlier than sixty (60) days from date of the written notice and shall be effective at the end of the applicable calendar month.

4.3 In the event this Agreement is terminated in accordance with Section 4.2, Hospital shall no longer be obligated to make any additional payments hereunder or otherwise. Any amounts earned hereunder by, but not yet paid to, Resident/Fellow Physician shall be paid by Hospital to Resident/Fellow Physician or, in the event of Resident/Fellow Physician's death such amounts shall be paid to Resident/Fellow Physician’s surviving spouse, if any, or if none, to Resident/Fellow Physician's estate; and Resident/Fellow Physician or Resident/Fellow Physician’s surviving spouse or estate, as applicable, shall pay any amount or amounts then owed by Resident/Fellow Physician to Hospital.

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

5. INSURANCE AND INDEMNITY.
5.1 Hospital hereby agrees to purchase or provide, in Hospital'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/Fellow Physician'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/Fellow Physician against claims arising out of the rendering of or failure to render the services and obligations that are within the scope of Resident/Fellow Physician's duties specified in this Agreement. Hospital 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, Hospital 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/Fellow Physician and maintained by Hospital during the term of this Agreement, or by such other method reasonably acceptable to the Hospital covering Resident/Fellow Physician against claims arising out of the rendering of or failure to render the services and obligations that are within the scope of Resident/Fellow Physician's duties specified in this Agreement.

5.2 Resident/Fellow Physician and Hospital understand and agree that Hospital has no obligation to defend and indemnify Resident/Fellow Physician against any costs that Resident/Fellow Physician 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/Fellow Physician outside of the scope of Resident/Fellow Physician'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 Hospital pursuant to Section 5.1 shall terminate except as set forth in Section 5.1.

6. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.

Resident/Fellow Physician understands and acknowledges that Resident/Fellow Physician will have access to confidential information concerning Hospital's business (including the information contained in this Agreement) and that Resident/Fellow Physician has a duty at all times not to use such information in competition with Hospital 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 Hospital,
Resident/Fellow Physician shall execute such additional instruments and take such additional acts as Hospital 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 Hospital’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/Fellow Physician may not assign this Agreement or any or all of Resident/Fellow Physician's rights or obligations hereunder without the prior written consent of Hospital.

7.6 The waiver by Hospital of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver by Hospital 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:

Hospital:  Mercy Hospital St. Louis
           615 South New Ballas Road
           Creve Coeur, Missouri 63141
           Attn: President

And with a copy to: Attn: Chairman of Graduate Medical Education
Mercy Hospital St. Louis  
Department of Graduate Medical Education  
615 South New Ballas Road  
Creve Coeur, Missouri 63141

Resident/Fellow Physician: «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 affect 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 Hospital  
shall be and shall remain the property of Hospital and as such shall not be  
removed from Hospital, copied, or disclosed by Resident/Fellow  
Physician. Any use or access of such records or information by  
Resident/Fellow Physician shall be limited to use and access necessary to  
perform Resident/Fellow Physician’s duties under this Agreement. Upon  
termination of this Agreement for any reason, Resident/Fellow Physician  
shall not retain, copy, or otherwise use records, charts or information  
related to any patient without the written consent of Hospital and any such
consent granted by Hospital must in accordance with HIPAA, the Regulations and the HITECH Act.

7.12 Resident/Fellow Physician shall provide Hospital with time records or other documentation on a regular basis as required by the Medicare program which reflects the time the Resident/Fellow Physician spends in furnishing Program services to Hospital, including, without limitation, Resident/Fellow Physician's services to patients and services that are not reimbursable under the Medicare program (such as research). Such records shall be maintained by Hospital 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 Hospital or Resident/Fellow Physician’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 Hospital policies and procedures affecting Resident/Fellow Physician, including but not limited to the GME Guide may be revised by Hospital from time to time, in Hospital’s sole discretion and such revisions will be made available to Resident/Fellow Physician.

7.15 Mercy Critical Care Fellows are Mercy Hospital St. Louis employees and are required to follow all Mercy coworker policies. However, from an ACGME point of view, the Mercy Critical Care fellowship is a St. Louis University program. Therefore, issues specific to Graduate Medical Education must follow St. Louis University’s Graduate Medical Education policies.

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

MERCY HOSPITALS EAST
COMMUNITIES d/b/a
Mercy Hospital St. Louis

RESIDENT/FELLOW PHYSICIAN

By: ____________________________  ____________________________
    Jeffrey A. Johnston
    President, Mercy Hospital St. Louis  Name:
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/Fellow Physician under this Agreement. Reference should be made to the benefits package supplied by Hospital 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 Mercy Health East Communities 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/fellows who are deemed to be part-time as defined by the base contract document.

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

Dental Coverage
Full-time and eligible part-time residents/fellows may participate in the dental plan in accordance with Mercy Hospital St. Louis Policies. Mercy Health East Communities offers a comprehensive dental plan. If Resident elects to participate in a dental plan offered by Mercy Health East Communities, Mercy Health East Communities will pay the premium for Resident’s and Resident's eligible dependents' dental coverage.

Vision Coverage
Full-time and eligible part-time residents/fellows may participate in the vision plan in accordance with Hospital’s Policies. If Resident/Fellow Physician elects to participate in a vision plan offered by Mercy Health East Communities, Mercy Health East Communities will pay the premium for Resident/Fellow Physician’s and Resident/Fellow Physician's eligible dependents' vision coverage.

Life Insurance and Accidental Death and Dismemberment
All full-time and eligible part-time residents/fellows are eligible to receive coverage effective ninety (90) days after employment. Currently, it is offered at no expense to Resident/Fellow Physician. For full-time residents/fellows, insurance coverage is equal to one times the annual Total Compensation. For eligible part-time residents/fellows, insurance coverage is set at $5,000. Supplemental life insurance coverage is available, at Resident/Fellow Physician’s cost.
**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/fellows regardless of health status at time of application. The policy’s current benefit amount of $2,000.00 and includes an option to increase coverage when Resident/Fellow Physician's training is completed. **Currently, Hospital pays approximately 60% of the policy premiums and Resident/Fellow Physician will pay approximately 40% of the policy premiums.** Each Resident/Fellow Physician annual salary is reduced by about $275 each year to pay for the policy. The resident/fellow owns their policy and upon completion of training will have the option to keep or terminate the policy. Residents/Fellow Physicians 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.

**Vacation/Sick**

Resident/Fellow Physicians 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.

**Leaves of Absence**

Resident/Fellow Physicians 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/Fellow Physician’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/Fellow Physician must make-up the training requirements of the Residency Program in accordance with ACGME requirements at the discretion of the Program Director.

**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/fellows in the final year of training and is granted in the sole discretion of the Chairman of the Department.

**Medical and Dependent Spending Accounts**

Full-time and eligible part-time residents/fellows may participate in the flexible spending accounts in accordance with the Mercy Hospital St. Louis policies. Flexible spending accounts offer 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/Fellow Physician's gross cash compensation for the most recently completed calendar year, or for new...**
residents/fellows a reasonable estimate of the expected Total Compensation payable under this Agreement.

Initialed Hospital: ___________ Initialed
Resident/Fellow Physician: ___________________ Initialed

Approved by Legal- 3/2015
Policy/Procedure Functional Area: HR/Payroll: Co-worker Relations

Policy/Procedure Title: Social Media Policy

Policy/Procedure Number: MW-2010-024

Effective Date: October 1, 2010

TITLE: SOCIAL MEDIA

Purpose

The Sisters of Mercy Health System ("Mercy") views personal online journals, websites and weblogs positively, and it respects the right of co-workers to use them as a medium of self-expression. However, as a responsible health care provider, Mercy has ethical, business, legal and regulatory obligations to protect confidential and proprietary information of its patients, members, co-workers, and business. In doing so, Mercy must ensure that its co-workers exercise good judgment and the highest degree of professionalism and confidentiality concerning data and information included in online journals and weblogs and related communications ("blogs").

The term, "Social Media" or "Social Network" refers to any media, including, but not limited to, print, electronic, audio or video, whose purpose is to share, discuss or exchange personal information, pictures, video and ideas. The proliferation of social networking websites such as blogger.com, Twitter, Facebook and others provide prospective and existing patients/members with opportunities to gain information that might assist them in making health care decisions. For these reasons, Mercy co-workers must be cognizant of the impression they create about Mercy and others when they create and/or participate in social media and must ensure that their communication is not causing harm to any hospital (or other health care provider), its staff, patients, members or visitors.

Moreover, co-workers are usually unaware of the legal implications with blogging and/or posting on the blogs of others. When an individual decides to go public with his or her opinions on a social media site, she/he is legally responsible for his or her commentary. Individual bloggers can be held personally liable for any commentary deemed to be defamatory, obscene, proprietary, or libelous. For these reasons, co-workers should exercise extreme caution before including information or data about third parties (anyone other than you). Each individual blog or posts comments at his or her own risk and should understand that outside parties can pursue legal action against co-workers for defamatory or libelous postings.

Consequently, the guidelines below outline the standards that must be adhered to by all co-workers in connection with Social Media and Social Networks.

Policy

1. Co-workers are strictly prohibited from disclosing any Mercy "Confidential Information" or trade secrets, including but not limited to protected health information (PHI), clinical applications and other corporate information integral to the success of Mercy and the complete privacy of Mercy’s patients and co-workers on any Social Media or Social Network. That a co-worker is not physically present at Mercy’s facilities or is not using Mercy’s technology while posting a blog does not excuse any breach of confidentiality.

2. Before a co-worker publishes, uploads, or disseminates any information, including print, video, audio, and photography, related to his or her employment at Mercy, such co-worker should carefully consider whether the disclosure of such information is prohibited by this policy or any other Mercy policy.

3. Because the livelihood of Mercy co-workers depends in large part on our patients’ and members’ confidence in the quality of health care services provided, it is important that all co-workers carefully consider whether
communications associated with Mercy could be interpreted in such a way as to damage Mercy’s reputation. Posting derogatory or negative comments about Mercy is unacceptable.

At no time and under no circumstances should a co-worker state or imply that he or she is speaking on behalf of Mercy unless given express authorization to do so by the facility’s president or designee.

4. The names of any medical care provider or entity within Mercy, logos and corporate identity are trademarked. No co-worker or other person is authorized to use them without the consent of Mercy. The use of a trademarked name or symbol without consent by the facility’s president or designee may be considered a violation of this policy and could result in discipline, up to and including termination, along with any other action Mercy or its affiliates may deem to be in its best interest.

5. Content placed on the Internet or transmitted via other media may not be potentially or actually defamatory, abusive, threatening, harassing, invasive of privacy, or injurious to Mercy or any of its patients or co-workers.

6. No reference or cite, including video or pictures, of Mercy’s patients, physicians, customers, clients, vendors or co-workers may be made without their express written consent.

7. Social Media and Social Network activities should not interfere with work commitments and should not be accessed while being paid by, nor using the equipment and property of Mercy, unless such blog posting / social networking are related to the performance of their routine job responsibilities.

8. Co-workers who choose to blog anonymously are also responsible for complying with this policy. Whether they choose to identify themselves or not, co-workers are cautioned that they should have no expectation of privacy while posting or blogging on the Internet. Your postings/blogs can be reviewed by anyone, including Mercy. Mercy reserves the right to monitor comments about Mercy, its co-workers, patients, visitors, vendors and the healthcare industry as a whole, whether posted by co-workers or non-co-workers. Mercy reserves the right to use content management tools to monitor, review or block content on internal postings/blogs that violate Mercy’s posting/blogging rules and guidelines.

9. Co-workers are expected to uphold the Mission, Values, and Service Standards of Mercy.

10. Social media is not an appropriate platform for addressing employment and management concerns. Any such issues are to be addressed directly with your manager or Human Resources, according to the policies of Mercy.

11. Co-workers are encouraged to seek guidance from their manager or Human Resources if they have any doubt as to whether any of the restrictions of this policy apply in a given set of circumstances.

12. Discipline up to and including termination may result from any communication that violates this policy.

This policy shall not be interpreted to restrict or interfere with any co-worker’s federal or state labor law rights, any applicable rights under the First Amendment to the United States Constitution or equivalent state law rights, or any whistleblower protections under federal or state law.

Legal review by: Charles Gilham (VP-Legal Couns.
Date: June 18, 2010

HR review by: Donna McDaniel (VP-Co-Worker Rela.
Date: June 22, 2010

Approval: _____________________ Date: ____________