

# **HOUSESTAFF**

## **MANUAL**

**for the  
2005-2006  
ACADEMIC YEAR**

**Department of Medical Education  
Banner Good Samaritan Medical Center  
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## INTRODUCTION

To Our House Staff:

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

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

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

Let me welcome you to Banner Good Sam. You are a very important part of everything we do and we greatly value and appreciate your contribution to patient care and the educational experience we all share.

Sincerely,

James B. McLoone, M.D.  
Chairman, Department of Psychiatry and Director of the Residency Training Program  
Acting Designated Institutional Official for the Graduate Medical Education Programs  
at Banner Good Samaritan Medical Center

**SECTION I**

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

## **BASIC DUTIES AND RESPONSIBILITIES**

Residents and Fellows are expected to:

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

## **CERTIFICATION OF RESIDENCY OR FELLOWSHIP TRAINING**

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

## CONTRACT RELATED ITEMS

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

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

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

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

### Termination for Cause

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

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

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

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

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

**REGULATORY TERMINATION** If, prior to the expiration of the term of this Agreement, any federal, state or local regulatory body determines that this Agreement is illegal or jeopardizes the tax exempt status of Banner or the Hospital or otherwise materially affects either party's business, then the

affected party shall give the other party such notice as is reasonable in the circumstances and shall make available a reasonable period within which to cure. If no cure is implemented by the parties, then Banner, in its discretion, may terminate this Agreement with such notice as is reasonable under the circumstances.

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

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

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

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

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

## **DELINQUENT RECORDS POLICY**

Residents and fellows dictating patient notes are responsible for ensuring that all patient charts are completed within the specified time period.

1. Incomplete charts will be listed in the resident's/fellow's computer file for completion. Each resident will have two weeks to complete the charts before they are placed on the delinquent list.
2. The Program Director or designee in each residency/fellowship program will receive a dated list of delinquent charts and the dates of delinquency every two weeks and will contact the resident to remind him/her of the delinquent records.
3. Any resident who has charts delinquent for 60 days or greater will automatically be suspended from regular residency/fellowship responsibilities and will be required to use vacation days to complete all of his or her incomplete and delinquent records.

## **DISCIPLINARY ACTION FOR RESIDENTS**

### ***Introduction***

The procedures described below govern the disciplinary actions that can be taken against residents and fellows. Residents/fellows are physicians under contract in an accredited graduate medical education program who have privileges to practice medicine under specified conditions for a designated limited period of time. Residents and Fellows shall be referred to as "resident" or "residents". While performing their duties as a resident during the time specified in the contract they are afforded procedural rights as described below. Residents are not entitled to procedural rights afforded to the Medical Staff of Banner Good Samaritan Medical Center as described in the Medical Staff By-Laws nor to the employees of Banner Health.

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

Below standard performance is when a physician does not demonstrate the requisite breadth and depth of skills, attendant knowledge and judgment needed to address clinical problems expected for a physician at that level of education in that specialty. The below standard performance needs to be described and remedial actions set forth.

Physician misconduct is when a physician fails to fulfill the ethical, moral, and/or legal requirements that are set forth by appropriate professional organizations and legal jurisdictions as well as in Banner policies. Specific mention of physician misconduct is also found under the sections on GUIDELINES FOR RELATING WITH OTHER HOSPITAL STAFF, DISCRIMINATION/HARASSMENT POLICY, AND SEXUAL HARASSMENT. Residents should be familiar with, and abide by, the codes, rules and regulations of the Arizona Medical Board (AMB) and the Osteopathic Board of Examiners (OBEX), including those pertaining to professional conduct.

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

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

### **Procedure for Disciplinary Action**

Whenever the performance of a resident suggests the need for disciplinary action, the residency program director shall investigate the matter, discuss it with the involved resident and determine the next steps. The program director needs to consider impairment as an underlying cause of below standard performance and/or professional misconduct, and if that is found to be the case, assist the resident in instituting appropriate action to address the underlying impairment as described below in the section on Resident Impairment.

If, in the judgment of the program director, the issue warrants disciplinary action as listed in 2 through 12 below, he/she will bring the issue, along with his/her recommendations before the program's Residency Advisory Committee (RAC) for deliberation and recommendation.

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

The resident shall be notified of the request for the RAC to recommend disciplinary action. The resident shall have the right to submit information on his or her behalf to the RAC. The RAC shall take any action deemed appropriate, including but not limited to one or more of the following actions:

1. Clear the resident if the charges are found to be without merit;
2. Issue a letter of concern;
3. Place the resident on leave of absence;
4. Require that a resident obtain an assessment for impairment, such as a health/psychiatric/psychological assessment or drug test;
5. Require that the resident successfully complete additional training as specified by the RAC;
6. Place the affected resident on probation, specifying the behaviors that must be remedied;
7. Recommend that the disciplinary action be mentioned on the resident's final transcript;
8. Recommend that the resident be suspended for a limited time;
9. Recommend that the resident's contract not be renewed for the subsequent year;
10. Recommend the resident not be recommended to sit for the designated board examination in his/her specialty;
11. Recommend that a certificate of satisfactory completion not be awarded the resident;
12. Recommend that the resident be terminated from the residency program.

The program director shall notify the resident of the RAC's action/recommendation(s) and advise the resident about his or her rights and the procedure for reconsideration and appeal.

Disciplinary actions, other than a letter of concern, are reported to the Graduate Medical Education Committee for review in executive session. The RAC must submit to the Graduate Medical Education Committee its recommendation along with the reasons for its recommendation and its findings of fact, if any.

The resident has the right to request reconsideration by his or her RAC for disciplinary actions 4 through 12. The resident shall have the right to appear before the RAC and present evidence and arguments on his or her behalf. The program director shall inform the resident of the RAC's decisions and the rights and procedure for subsequent appeal.

In the event the RAC sustains the disciplinary actions, the affected resident shall have the right to appeal to the GMEC. The resident shall have 10 business days after receiving the RAC's recommendation to deliver a written request for appeal to the Chief Academic Officer (CAO) or his/her designee. Failure to request an appeal in the time and manner specified shall constitute a waiver of the right to appeal, and the RAC's recommendation shall become final immediately with no further review process available.

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

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

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

The GMEC shall conduct its deliberations privately. It shall make its decision within 10 business days following the review and shall prepare a written statement setting forth its determination and the reasons therefor. The determination of the GMEC shall be final and binding and no further review or appeal is available.

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

### ***Resident Impairment***

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

If in the judgment of the program director, credible evidence exists to suggest impairment the program director will institute one or several of the following:

- a. periodic sessions with the resident's faculty advisor, program director or both;
- b. referral to an appropriate health professional including a psychiatrist or other mental health professional;
- c. testing of bodily fluids for misuse of chemical substances according to the section on Drug Testing described below; and/or
- d. disciplinary action in accordance with the section on Procedure for Disciplinary Action previously described.

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

### ***Drug Testing***

1. Because chemical substance (including alcohol, illicit and licit drugs) abuse may impair a physician's performance, tests for alcohol and chemical substances may be required at the time of the initial employment physical or whenever evidence suggests that a resident may be impaired (for cause testing). Residents who are on stipulation with AMB/OBEX or have signed a reentry agreement will also be subject to random testing.
2. The Program Director or designee may require a resident to undergo for cause testing for drugs and/or alcohol. Cause for such testing shall include without limitation:
  - evidence of misuse of prescribed or non-prescribed drugs
  - evidence of use of alcohol or drugs while on duty
  - evidence of impairment while on duty
  - failure to meet duties and responsibilities that other residents regularly fulfill
  - repeated absences which are inadequately explained
  - repeated tardiness for scheduled responsibilities
  - bizarre or disruptive behavior
  - any performance which is overtly negligent
  - physical or verbal abuse toward any colleague, hospital staff member, office staff member, or patient
  - any other circumstance which provides possible cause to believe that chemical substance abuse is present
3. All cases in which drug testing is required will be reviewed by the appropriate RAC and by the Medical Education Committee.
4. Any resident found to have tested positive will be summarily suspended and reported to AMB and/or OBEX. The resident will not be permitted to return to work until authorized by the Program Director and the CAO. Prior to such authorization, the resident must agree to comply with the conditions imposed by the Program Director, including entering into and complying with the terms of the BGSMC Reentry Agreement, and conditions imposed by AMB and/or OBEX.
5. Continuation in the residency program after a positive test is conditional upon compliance with the terms of reinstatement.

6. Any resident who subsequently has a positive test for the misuse of alcohol or drugs will be immediately terminated from the residency program without appeal rights.
7. Any resident who refuses to take a urine drug test will be summarily suspended. The disciplinary process for summary suspension will be followed. All reports mandated by law will be made.
8. Performance and/or conduct issues suggesting evidence of impairment will be investigated and disciplinary action may be initiated as set forth above.

#### ***Summary Suspension Procedure***

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

#### ***Automatic Suspension***

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

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

### **RESIDENT DUTY WORK HOURS**

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

1. Duty Hours
  - a. Duty hours are defined as all clinical and academic activities related to the residency program, 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 must be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities. Moonlighting in a Banner facility or in one of the major participating institutions will count toward the 80 hours.

- c. Residents must be provided with 1 day in 7 free from all educational and clinical responsibilities, averaged over a 4-week period, inclusive of call. One day is defined as one continuous 24-hour period free from all clinical, educational, and administrative activities.
- d. Adequate time for rest and personal activities must be provided. This should consist of a 10 hour time period provided between all daily duty periods and after in-house call.

## 2. On-Call Activities

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

- a. In-house call must occur no more frequently than every third night, averaged over a four-week period.
- b. Continuous on-site duty, including in-house call, must not exceed 24 consecutive hours. Residents may remain on duty for up to six additional hours to participate in didactic activities, transfer care of patients, conduct outpatient clinics, and maintain continuity of medical and surgical care as defined in Specialty and Subspecialty Program Requirements.
- c. No new patients, as defined in Specialty and Subspecialty Program Requirements, may be accepted after 24 hours of continuous duty.
- 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. Monitoring:

Each program will submit its monitoring program to the Medical Education Committee for its review to determine its reliability and validity, which will include the monitoring results sometime within the past three months. This will be validated by the Chief Academic Officer in discussion with the resident representative from each program. During the initial academic year of this policy (2003-2004) each program will report its monitoring results quarterly. Thereafter, programs are required to report twice a year.

The quarterly reports will also review how each program is monitoring its residents for fatigue. The Chief Academic Officer will query the resident representatives regarding this. This will also be made part of internal reviews.

No exceptions to these requirements will be considered by the Medical Education Committee.

## EVALUATIONS OF RESIDENTS AND FELLOWS

Each resident or fellow will have a minimum of two evaluation feedback sessions with his/her Program Director or designee each year. During this time all of the written evaluations that are new since the last evaluation feedback session will be reviewed. Other things may be discussed during this time such as moonlighting, amount of time in personal study, problems in the residency or others which may bear upon the resident's performance, career direction, etc. At the completion of the session the program director **must summarize the documented evaluations to date, note that the resident was advised of his/her evaluation and specify in writing any instructions that require resident's corrective action.** The resident must acknowledge by signature all previous written summaries. At the final evaluation feedback session of the residency a Final Summary Evaluation will be written which shall be signed by both the resident and the Program Director. A copy of this shall be attached as part of every inquiry about that physician's residency training. The Final Summary Evaluation shall also include the dates of enrollment in the residency and a statement about the accreditation status of the residency.

## ELIGIBILITY AND SELECTION OF RESIDENTS

Applicants for the graduate medical education program at BGSMC must be graduates of an LCME accredited school in the United States or Canada; a graduate of an AOA accredited osteopathic program in the United States; or have completed medical school outside of the United States and have successfully completed the USMLE Step I and II requirements and received an ECFMG certificate. Residents are selected based upon their preparedness, ability, aptitude, academic credentials, communication skills, and personal qualities. Programs will not discriminate in regard to sex, race, age, religion, color, national origin, disability or veteran status. All the PGY-1 positions are filled through the National Resident Matching Program. In addition to the policies generated from the Graduate Medical Education Committee each program has more specific criteria applicable to their specialty.

## HOSPITAL STAFF RELATIONSHIPS

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

1. Residents are expected to work effectively with all hospital personnel, especially those involved in patient care. Good patient care requires that all involved engage in respectful interaction, effective communication, establishing trust, developing a first hand knowledge of the technology being used, being attentive and becoming familiar with one another's roles. Since conflicts often arise, the resident is expected to take the responsibility to resolve conflicts in a respectful manner that promotes mutual agreement. Unilateral decisions are sometimes necessary but only when the resident feels it is necessary because of the patient's best interests. Reprimanding a worker should be done only after consultation with the Chief Resident, supervisory faculty or Program Director and then in private, preferably with the worker's supervisor present.
2. Abuse is cause for disciplinary action, including suspension. Statements that are insulting, derogatory and offensive in nature constitute verbal abuse, especially when made in public and cause embarrassment. Yelling, if it is a repeated behavior, is verbal abuse. Striking another in anger is physical abuse. Physical abuse is cause for immediate suspension and verbal abuse is cause for disciplinary action.

## INTERNATIONAL MEDICAL GRADUATES

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

### **INTERNAL REVIEW**

Each residency program will undergo an Internal Review midway between the last ACGME RRC site visit and the next scheduled visit. Initially a formal self-study program will be undertaken by the Residency program with its faculty and residents using the Periodic Internal Review Self-Study Protocol approved by the Graduate Medical Education Committee. An Internal Review task force consisting of the Associate Dean for Graduate Medical Education of the University of Arizona College of Medicine -- Phoenix Campus, the Chief Academic Officer/Designated Institutional Official or his designee, one program director, one faculty from other residency programs, and one resident from another program will be appointed by the Graduate Medical Education Committee. Other individuals may be appointed upon recommendation of the program director and approval of the Graduate Medical Education Committee.

The Periodic Internal Review Self-Study Protocol will be reviewed regularly to ensure that it effectively addresses the ACGME Internal Review requirements and specialty specific program requirements of those residencies at Banner Good Samaritan Medical Center, the ACGME Institutional Requirements and other concerns important to Banner Health.

Using the current ACGME Program Requirements of Residency Education for that specialty program and the current ACGME Institutional Requirements, the Internal Review task force will study the self-study report, examine the files (resident, faculty, rotation, etc.) of the program, and develop answers to address the following questions:

1. Does the program as described in the self-study meet their RRC program requirements for that residency as well as our Institutional Requirements?
2. Are the questions in the PIRSS satisfactorily answered?
3. What are the findings and recommendations to report to the Graduate Medical Education Committee?

The Internal Review task force will then interview the Program Director, selected faculty and residents of the program after which it will draft a report of its findings, conclusions and recommendations and submit it to the Graduate Medical Education Committee for its consideration and action. The approved report will then be submitted to the Executive Committee of the Medical Staff.

### **LEAVE OF ABSENCE FOR RESIDENTS**

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

Leaves of absence will be granted in accordance with Banner policy. Because of specialty board requirements, within a given academic year, sick time, vacation time, and family leave combined should not exceed the time allowed by the specific specialty. Should the allowed time be exceeded, the resident will be required to extend the length of his/her residency. This must be addressed with the Program Director.

### **PERSONAL LEAVE**

A compelling personal issue may prompt the resident to request a Personal Leave of Absence, which the Program Director may approve. The Program Director will require that the resident use available PTO before a Personal Leave can begin. Sixty days is the maximum time a Program Director can

approve for this type of Leave. Medical, Dental and Life Insurance may continue if the resident pays the full cost.

#### **MEAL POLICY**

Residents will be given meal cards to cover the cost of meals while on call. These cards are like a debit card with a preset amount for a designated period determined by the individual.

#### **MISCELLANEOUS REQUESTS FROM PROGRAM DIRECTORS**

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

#### Procedure:

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

- All applications for ACGME accreditation of new programs;
- Changes in resident complement;
- Additions and deletions of participating institutions used in a program;
- Appointments of new Program Director;
- Progress reports requested by any Review Committee;
- Responses to any adverse actions;
- Requests for "inactive status" or to reactivate a program;
- Voluntary withdrawal of ACGME-accredited programs;
- Requests for appeal of adverse actions, and written appeal presentations to the ACGME.

#### **ON-CALL AND HOLIDAYS**

The responsibility for the on-call schedule rests with the Program Director or designee for all residents. Holidays are treated as weekend days. Residents can be expected to be on call for some and off for others.

#### **DECEMBER HOLIDAY TIME OFF**

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

#### **ON-CALL FOR RESIDENTS ROTATING BETWEEN DEPARTMENTS**

In order to ensure that residents do not have back-to-back call nights when rotating from one department to the next, call schedules for a given month should be published by the 16<sup>th</sup> of the previous month. Affected residents will be responsible for contacting the administrative scheduling resident to ensure that back-to-back calls are precluded.

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

- Administrative residents responsible for making the night call schedule will have the next month's schedule for their program available by the 16<sup>th</sup> of the previous month.
- Affected residents are responsible for determining whether they are on call on the last two nights of a month, and if so, contacting the administrative resident responsible for scheduling in the following month and notifying him/her of the situation so that the administrative resident can delay scheduling call for the affected resident several days into the month.

Affected residents are responsible for obtaining the call schedule for the next month on the service to which they will be rotating to confirm that they have an appropriate interval (at least 3 nights) between calls.

### **PAGERS**

Residents will be issued a pager that is the major means by which people in the Medical Center communicate with each other. Residents are expected to keep the pager functional and turned on during work and on-call hours (including electives). Replacement batteries may be obtained from one's residency office, Medical Education or from Security Office after hours.

### **PARKING**

A code on the back of your ID badge will permit access to the parking structure immediately to the south of the West Tower Building. House staff may park anywhere on the 3rd, 4th or 5th floors of this garage. The 1st and 2nd floors are reserved for attending physicians. House staff will be cited if they park on these floors.

Parking by residents in the Emergency Department area is not allowed. A single warning will be given to those who park in this area. Subsequent infractions may result in the wheels on their automobiles being locked.

Parking in the patient's parking and attending faculty areas of the 925 Building on the southwest corner of McDowell and 10th Street is prohibited. Residents parking there are subject to having the wheels on their automobiles locked.

### **PATIENT RELATIONSHIPS**

1. It is important that each resident introduce himself or herself by name and make sure the patient knows them by name. This is one of the more common errors of omission that occurs. It is important that each resident explain his/her role in the care of each patient they attend.
2. In the midst of the press of time and demands, it is important to remember that most patients are afraid, intolerant of their symptoms, frustrated, and often not coping as well as they ordinarily do. Returning to this awareness increases one's tolerance of difficult situations and leads to genuinely rewarding relationships with patients and their families. Part of this is accurately identifying and acknowledging patient's feelings in a non-judgmental manner.
3. It is essential to take time to explain to patients what is happening to them, what is being recommended for them, and what the benefits and risks of one's recommendations are.
4. DO NOT talk about patients in public places. The right to privacy and confidentiality is a primary value of ours. The federal Health Insurance Portability and Accountability Act (HIPAA) requires all health care professionals to be aware and comply with its rules and regulations. Each resident must complete a Banner Health HIPAA Power of Privacy self-instructional module.
5. Each resident is expected to dress neatly and be well groomed at all times. Each residency program sets its own specific dress code.

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

### **PAYCHECKS**

Paychecks are available in the residency offices after 3:30 pm on the Thursday checks are due. The first paycheck for residents and fellows will be issued on the first payday following start date. This will be on June 30 for residents beginning orientation on June 20, and will be for 40 hours. For fellows beginning July 1, their first paycheck will be on July 14, for 48 hours. Paychecks will be distributed every two weeks thereafter.

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

### **PROBLEM SOLVING AND GRIEVANCE PROCEDURES**

**Informal Problem Solving:** Residents encountering problems that they believe cause an undue personal burden or hamper education or patient care or both are encouraged to seek help from more senior residents, program faculty and/or the program director to address the situation. There are many avenues that may be taken to investigate the nature of the problem and seek potential solutions using the informal approach. In the great majority of cases problems can be handled using this approach.

**Formal Grievance – Step One:** Residents who are dissatisfied with the outcome(s) of informal methods may submit a written grievance to the resident's program director for his or her consideration. This grievance must include:

1. A description of the nature of the problem in sufficient detail that the program director can pursue subsequent investigation;
2. A description of the steps taken by the resident to bring about resolution using informal methods;
3. An explanation why the informal steps were unsatisfactory; and
4. The resident's recommendations of actions that he or she believes would bring about an appropriate remedy of the problem.

The program director will investigate the matter, including discussing the matter further with the involved resident and will reply in writing to the resident within 30 days.

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

1. The written formal grievance submitted to the program director;
2. The written formal reply by the program director;
3. An explanation why Step One was unsatisfactory; and
4. The resident's recommendations of actions that he or she believes would bring about an appropriate remedy of the problem.

The Chief Academic Officer or designee will investigate the matter, including discussing the matter further with the involved resident and will reply in writing to the resident within 30 days.

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

1. All formal documents pertaining to the grievance;
2. An explanation why Step Two was unsatisfactory; and
3. The resident's recommendations of actions that he or she believes would bring about an appropriate remedy of the problem.

The Medical Education Committee will hold a hearing in Executive Session to hear the grievance from the resident(s) and deliberate the matter. It may hear other evidence as it deems necessary. It will render a decision within 30 days of the hearing in writing to the affected resident(s). The decision of the Medical Education Committee is final.

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

### **PROFESSIONAL ACTIVITIES OUTSIDE OF PROGRAM**

Any house officer on contract with Banner Good Samaritan Medical Center who wishes to engage in professional activities outside the educational program for remuneration ("moonlighting") must obtain written approval from the director of his/her residency program and the Chief Academic Officer/Designated Institutional Official .

The Program Director will review the nature and amount of professional activity outside the educational program to determine whether the resident will be able to devote the time to such activity without jeopardizing his/her residency activities.

The resident will certify by signature that he/she:

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

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

1. there is qualified supervision,
2. the experience provided would be difficult to obtain otherwise,
3. the experience is preapproved for curricular credit on an individual basis by the resident's Program Director, and the Chief Academic Officer, and
4. an evaluation is completed by the supervising physician(s) listing the objectives of the experience.

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

### **PROFESSIONAL LIABILITY COVERAGE**

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

lead to a claim or if the resident receives a subpoena or claim. Risk Management is available 24 hours a day.

### **QUALITY ISSUES INVOLVING RESIDENTS**

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

### **RESIDENCY ADVISORY COMMITTEE**

The Program Director of each residency or fellowship is the primary individual responsible for the effective operation of that residency or fellowship and for its continuing accreditation. In the development of policies and procedures the Program Director needs an advisory body to assure that these policies have a broad base of support. Each residency and fellowship program will have a residency advisory committee (RAC). The members of each RAC will be appointed by the Program Director and approved by the Chair of the respective department or section and the Chief Academic Officer, and will consist of representatives of the full-time faculty, residents and teaching attending physicians of that program. Representation should be considered from each institution and program in which there are required rotations. The RAC for the Transitional Year Residency will be appointed by the Program Director and the Chief Academic Officer and constitute its Institutional Coordinating Committee.

Appointments will be reviewed on an annual basis

The RAC will be responsible for providing advise or consultation on those policies for the residency/fellowship by which the Program Director and faculty operate, which will include curriculum, selection of residents, selection of full-time faculty, and selection of teaching attending physicians . The committee will assure and review the periodic evaluation of residents, full-time faculty, teaching attending physicians and the graduates of the program. The RAC will also review the Program Director's recommendations for annual promotion of residents, issuance of a certificate of satisfactory completion, and recommendation to take the board examinations in that specialty. The committee will hear all disciplinary actions taken against residents and make recommendations to the Medical Education Committee. The RAC will meet at least quarterly.

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

## **RESIDENCY CLOSURE OR REDUCTION OR REDUCTION IN GRADUATE MEDICAL EDUCATION RESOURCES**

If there is an anticipated closure or reduction of a residency, or if there is substantial reduction in resources for graduate medical education programs, these need to be reviewed by the Graduate Medical Education Committee to determine the overall impact this will have on the graduate and undergraduate medical education programs, especially regarding accreditation and patient care.

Procedure:

1. When a program anticipates a closure or a reduction in residents, the Program Director needs to report this to the Graduate Medical Education Committee.
2. When a program or an important part of the Medical Education infrastructure anticipates a substantial reduction in resources, this needs to be reported to the Graduate Medical Education Committee.
3. The Graduate Medical Education Committee will commission a panel to evaluate the intended reduction or closure to include the Chief Academic Officer or designee to determine if accreditation or patient care will be adversely affected.
4. The commission will report its findings to the Graduate Medical Education Committee in a timely manner, which will consider the matter, make recommendations and forward these to the Graduate Medical Executive Committee.
5. The Graduate Medical Executive Committee will consider the matter and forward its recommendations to the Executive Committee and ultimately the Banner Board.

## **RESIDENCY OFFICES**

Each residency program has an office where the Program Director, full-time faculty and administrative staff are located. Each resident will have a mailbox located in this area. Each program's announcements, policies and procedures come from the residency office. The residency office will be the location where program announcements, policies and procedures, schedules and program material are located. Pagers, paychecks, meal cards and other forms will be distributed from these residency offices.

## **RESIDENCY PROMOTION AND GRADUATION**

During January and February of the academic year each Residency Advisory Committee shall review the progress of each of its residents using the advancement and graduation criteria established by the program. A recommendation must be made to the Graduate Medical Education Committee in executive session at its March meeting whether to promote a resident still having further education to pursue and to graduate those residents completing residency. Those residents in jeopardy of not being promoted or graduated on schedule must be advised of this decision by March 1<sup>st</sup> and be notified of their rights of due process as detailed in Disciplinary Action for Residents. The promotion/graduation list approved by the Graduate Medical Education Committee will be forwarded to the Executive Committee of the Medical Staff for approval and then to the Banner Board for their endorsement. New contracts will be tendered on or around April 15 of each year, both for new and for returning residents.

## **ROTATIONS OF RESIDENTS FROM EXTERNAL PROGRAMS**

All residents rotating at Banner Good Samaritan Medical Center (Good Sam) from external graduate medical education (GME) programs must have approval by the appropriate Good Sam residency Program Director. Those wishing to rotate on services without Good Sam residency programs must have the approval of both the Department Chair and the Chief Academic Officer (CAO). For the purposes of this policy, external GME programs are those without an inter-institutional agreement or letter of agreement with Good Sam.

Any resident from an external graduate medical education program wishing a rotation at Good Sam must apply to the residency program director if there is a residency in that specialty.

After assessing the credentials of the resident applicant, the program director may, in his/her sole discretion, provide such a rotation providing that it can be readily accommodated within the program, and that he/she judges the resident capable of managing the scope of services on the rotation. For residents wishing to rotate with an attending physician that is separate and apart from any of the graduate medical education programs at Good Sam, the applicant must apply to the CAO through the Medical Education Office. The CAO may, in his/her sole discretion, approve the rotation after consultation with the departmental chair of the intended supervising attending.

Both program directors and the CAO are required to obtain written documentation that the resident:

- is in good standing in a residency program accredited by the Accreditation Council for Graduate Medical Education (ACGME) or the American Osteopathic Association (AOA). Exceptions to ACGME or AOA accreditation, e.g., resident in international programs, must be approved by the Graduate Medical Education Committee;
- has reached a level of competency necessary to manage the duties, responsibilities and scope of services of the rotation;
- has a designated supervisor who is a Licensed Independent Practitioner on the Active Staff at Good Sam who will be responsible for all the patient care activities of the resident while at Good Sam and will complete an evaluation of the resident;
- will have salary, benefits and professional liability covered by the institution sponsoring the home residency;
- has evidence of the necessary immunizations and tuberculosis testing required of employees at Good Sam.

The residency program or the Department of Medical Education is responsible for notifying the appropriate departments/staff in the hospital of the specifics of that external resident's rotation, i.e., the dates of the rotation, the supervising physician(s), medical record privileges, and the places in the hospital where the resident can be expected to be active.

All external residents who have obtained permission to rotate through Good Sam must check in with the Department of Medical Education to register and to obtain the appropriate identification and a copy of all applicable policies and procedures.

Failure to adhere to this policy and procedure will cause the resident to forfeit the rotation.

### **SAMARITAN ACADEMIC FACULTY ASSOCIATION (SAFA)**

SAFA is the patient care arm of the full-time faculty at Good Sam and is an integral part of Banner Health (BH). Its purpose is to integrate teaching and research with patient care. Learning in graduate medical education occurs through continuous practice associated with ongoing mentoring and supervision integrated with didactic lectures and conferences. SAFA provides the practice setting for this learning. BH and SAFA are committed to fully comply with all applicable statutes, rules and regulations that relate to medical practice, teaching and research. Every resident can be expected to participate in regulatory reviews during their residency.

### **SECURITY ID BADGES**

All house officers must have a white and blue with yellow watermark Banner Good Samaritan Medical Center picture ID card and wear it so it can be seen by others while on campus. The ID cards are obtained from the Security Office. If a card is lost, there is a \$10 charge for replacement. Materials may be checked out from the library **only** with a picture ID card. Your ID card is also used for access to the parking garage, to the library after hours, and most importantly, to the hospital after hours and during a "lock-down."

## **SUPERVISION OF RESIDENTS AND MEDICAL STUDENTS**

A member of the teaching staff may delegate direct supervision to a more senior resident who is qualified to provide such supervision to all residents.

All first year residents (interns) must have each work up and set of orders reviewed by a member of the teaching staff who may delegate direct supervision to a more senior resident who is qualified to provide such supervision. Their continuing care of the patient must also be under similar supervision. These supervisors must submit monthly evaluations to the program director which assess such general competencies as medical knowledge, patient care, interpersonal and communication skills, professionalism, practice-based learning and improvement and systems-based practice.

All residents may make entries into the medical record and sign their names. Attending physicians and more senior residents must document the supervisory evaluation of patients with their own patient record entries. Medical students may enter their records into the patient chart only if they are reviewed and signed by an attending physician or resident. Medical students may write orders, but they will only be processed when cosigned by a supervising attending or resident physician.

Each patient's attending physician has the ultimate responsibility for the care of his or her patient. Each patient admitted to Banner Good Samaritan Medical Center must have an attending physician who is an active member of the medical staff. Attending physicians are expected to provide resident supervision in the care of their own patients. Conflicts that arise between residents and attending physicians are to be handled by the senior resident on that service who is directly responsible to their respective program director.

Second year residents and above are given progressively more responsibility that in some circumstances include supervising more junior residents. The full-time teaching staff will supervise these supervising residents and those contracted teaching staff whose job description calls for such activity. In addition to direct patient care the advanced residents will have systems responsibilities which include such things as assignment of cases and tasks, especially when other residents are engaged in urgent matters, and other responsibilities as delegated from time to time by the program director through the chief resident.

The senior administrative resident on a service may be the direct agent of the program director and be responsible for assuring that all residents have adequate supervision on a given service, for advising more junior residents on basic responsibilities, hospital and program policies, etc., coordinating teaching rounds and conferences, managing conflicts, establishing call schedules, assuring that certain policies are carried out, and generally assuring that the services are supervised and run in a smooth and effective manner. The senior administrative resident advises the program director, the Chief Academic Officer, and the Graduate Medical Education Committee on the development, modification and implementation of policies about the teaching programs.

The Program Director is ultimately responsible for providing for adequate supervision of residents in that program with advice from the Residency Advisory Committee.

## AUTOPSY POLICY

- A. Autopsies will be encouraged for In-Patients (ED patients are not considered In-Patients) as a part of Banner Good Samaritan Medical Center's quality assurance and educational program and at no cost to the family under the following circumstances:
- Deaths in which an autopsy may help explain unknown and unanticipated medical complications.
  - Deaths in which the cause is not known with certainty on clinical grounds.
  - Unexpected and unexplained deaths occurring within 48 hours after any medical, surgical or dental, therapeutic or diagnostic procedures that do not fall under medico-legal jurisdiction.
  - Deaths occurring in patients who are at time of death, participating in clinical trials (protocols) approved by the Banner Health Institutional Review Board.
  - Sudden, unexpected, or unexplained deaths which are apparently natural and not subject to forensic medical jurisdiction.
  - Natural deaths that are subject to, but waived by medico-legal jurisdiction
  - Deaths resulting from high risk infectious and contagious diseases which have been waived by the Medical Examiner.
  - All obstetric deaths.
  - All neonatal and pediatric deaths.
- B. Residents are encouraged to obtain autopsy permits from the family, but this must be done with the consent of the attending physician who can delegate that responsibility to the resident.
- C. Signed consent required. A valid consent must meet the following criteria:
1. Signed by the patient's immediate next of kin (father, mother, spouse, or adult child) or an individual providing proof of power of attorney or guardianship. (This is usually the person designated on the admission face sheet)
  2. It must be witnessed by a least one person present at the time of signing.
  3. Any exclusions (e.g. brain) or "none" must be noted on the autopsy consent form at the time of signing.
  4. In situations where it is not possible or it is extremely inconvenient for the family to come to the facility to sign the consent, a FAX copy of the "Authority for Autopsy" giving autopsy permission and indicating any exclusions must be submitted directly to the HIMS department. Permission by telegram or telephone will **not** be accepted.
- D. In certain instances, patient advanced directives, physician preference, and family requests may preclude performing an autopsy.
- E. A Pathologist may refuse to perform an autopsy under the following situations:
1. The case meets the criteria of a Medical Examiner's case.
  2. The case was waived by the Medical Examiner's office, but appears to have criminal legal implications.
  3. The Consent for Autopsy appears to be invalid, incomplete, or questionable.
  4. The pathologist believes that the case represents a risk to himself/herself or hospital personnel that the facility is not equipped to handle (e.g. Cruetzfeldt-Jacob Disease).
  5. Autopsy fails to meet quality assurance or education criteria.
- F. The pathologist determines who can be present during an autopsy. In the interest of safety and confidentiality, neither relatives nor lay people are allowed to view or participate in the autopsy.
- G. Families requesting an autopsy when the attending physician will not authorize the autopsy, may contact an independent pathologist to perform the post mortem exam. A list of outside

pathologists will be provided. The hospital will not be responsible for any arrangements nor charges associated with independent autopsies.

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

**Section II**

**POLICIES FROM THE BANNER  
EMPLOYEES HANDBOOK  
APPLICABLE TO RESIDENTS**

### **DISCRIMINATION/HARASSMENT POLICY**

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

### **SEXUAL HARASSMENT**

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

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

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

### **DOCUMENTATION FOR EMPLOYMENT**

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

### **FLEXPLUS & MORE**

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

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

Available options through the FlexPlus & More Programs:

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

In addition you may participate in these programs:

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

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

#### **Family Medical Leave (FMLA)**

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

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

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

#### **Disability Benefits**

##### **Short Term and Long Term Disability (STD/LTD)**

STD – provides benefits at the time disability is incurred for lost work time for up to 26 weeks in a calendar year. Benefits begin after 7 continuous calendar days of time away from your job for non-occupational illness or injury. The Short Term Disability Plan protects your income if you cannot work due to an illness or injury. You are automatically enrolled.

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

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

### **Flexible Spending Accounts**

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

### **401(k) Plan**

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

### **Social Security**

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

### **Credit Union**

Your Banner Employees' Federal Credit Union is an independent financial institution established by employees within Banner. It offers competitive rate loans and a payroll-deduction savings plan. It also offers a variety of other services such as savings certificates, IRAs, travelers' checks, checking/savings accounts, Mastercard and other services tailored to individual needs. Human Resources (telephone 239-2350) can provide the form needed to join the Credit Union. For other information contact the Credit Union (telephone 254-5291).

### **Jury Duty**

It is Banner's belief that you should be afforded the opportunity to serve as a juror, if called, without losing pay for the hours you are scheduled to work. Notify your supervisor immediately if you are called for jury duty so arrangements can be made for necessary work to be performed. You are responsible for coordinating your work time with your supervisor, if not on jury duty for a full shift. Your supervisor will have several different options for paying you for the time you are serving on jury duty. Jury duty hours do not count toward the hours accrued for overtime. He/she will discuss with you the option to be used given department staffing needs. Jury duty served on a scheduled day off negates any pay from Samaritan for that day.

### **Employee Assistance Program (EAP)**

Through Contact, Inc, Banner provides a valuable benefit to you and your family members by making available independent counseling assistance and referral for marital, family, emotional and chemical-dependency problems. Contact, Inc. staff is dedicated to maintaining confidentiality. Contact, Inc. is required in some cases to report to licensing authorities, or report when a violation of law or regulations can potentially affect patient care. Specific information about Contact, Inc.'s services may be received by contacting your supervisor, Human Resources, Employee Relations, Occupational Health Services or Contact, Inc. directly, 730-3023.

### **OCCUPATIONAL HEALTH SERVICES**

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

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

### **HAZARDOUS BODY FLUID EXPOSURE (HBFE) COUNSELING**

The physician will obtain consent from the patient for HIV testing and release of information except for the following circumstances (Section 24-4-1405 (8) C.R.S.)

1. Where a health care provider or custodial employee of the Department of Corrections or the Department of Institutions is exposed to blood or other body fluids that may be infectious with HIV;
2. When a patient's medical condition is such that knowledge and consent cannot be given by the patient or by a power of attorney within a reasonable period of time, i.e. Unconscious, emergency surgery;
3. When the testing is done as part of seroprevalence surveys if all personal identifiers are removed from the specimens prior to the laboratory testing;
4. When the patient to be tested is sentenced and in the custody of the Department of Corrections.
5. When a person is bound over for trial for a sexual offense involving sexual penetration and the court orders an HIV test and such test is made by a health care provider or facility other than one which exclusively provides HIV testing and counseling.

### **III. Procedure/Intervention(s):**

#### **A. Sources Of HIV Consent:**

Inpatient ordered by Physician

Outpatient ordered by Physician

Employee needle stick, puncture wounds, or mucosal exposure to blood and body fluids

Source patient or employee exposure

#### **1. Inpatient:**

The HIV test is ordered by the physician on the HIV consent and test request form. The physician or nurse will obtain the required consent and as a witness to that consent will sign and print their name on the form.

**2. Outpatient:**

The HIV test is ordered by the physician on the HIV consent and test request form. The patient must sign the form in the presence of attending physician or nurse and the patient care person will also sign and print their name as witness to signature. That form must accompany the outpatient to the hospital. If the required signatures are not present, the patient must sign the HIV consent and test request form in the presence of either admissions or laboratory personnel, and that employee must print and sign the form as a witness to the signature. In the case of a verbal consent, a second witness must sign and print their name on the HIV consent and test request form. The form with the required signatures is delivered to the laboratory for testing, and becomes part of the permanent laboratory record.

**3. Employee Needle stick, puncture wound or mucosal exposure to body and body fluids:**

**Employee:**

The employee reports to Employee Health or the Administrative Representative for treatment. A copy of the consent form remains in Employee Health and becomes part of the Employee Health Services record.

**Source Patient:**

According to Colorado State Law, patients who are the source of needle sticks, puncture wounds or mucosal exposure to an employee are not required to consent to the HIV test. Patients are informed of the state law via McKee Medical Center's Conditions of Treatment and Admissions consent form. When the **Source Patient** is identified, the Needle Stick Protocol form is initiated in Employee Health and accompanies the laboratory requisition. At the time the specimen is drawn, the Phlebotomist will complete the Needle Stick Protocol form and place it on the chart in the physician's progress notes.

**B. Disposition of HIV Test Results:**

1. **Inpatient:** The Director of Laboratory Services or Designee will place positive HIV results on the patient's chart. Negative HIV results will be placed on the patient's chart according to routine laboratory procedures. Test results become part of the permanent medical record.
2. **Outpatient:** HIV results are delivered to the physician in a sealed envelope (positive or negative).
3. **Transfer:** When the medical records of a patient who is HIV positive are to be released to another health care facility or agency (nursing home, home care, Hospice, etc.) staff will fully inform patient and/or agent of information to be released and to whom, and staff will have patient or designated agent sign the *Consent for Release of Acquired Immune Deficiency Syndrome Test Result*.
4. **Employer:** HIV results (positive or negative) are sent by the Director of Laboratory Services or designee to the Employee Health Services in a sealed envelope. Employee Health reports positive results to the Colorado Department of Public Health and Epidemiology (CDPHE).
5. **Source patient:** Results are handled the same as for inpatients.

**C. Other Information:**

Copies of all HIV results are **NEVER** released by telephone.

As with all hospital information, HIV results will be handled with the utmost of **CONFIDENTIALITY**, both within and outside of the hospital. According to Arizona state law, any health care provider who breaches this confidentiality is subject to penalties.

If a **MINOR** is less than 16 years of age or not emancipated, the minor's parents or legal guardians may be informed by the facility or physician of the consultation, examination or treatment. When a minor's medical record contains information of examination, consultations, or treatment for HIV infection which was provided without parental or guardian consent, only the consent of the minor is necessary for release. Where the parent or guardian joined the minor in the initial request for treatment or where the minor has consented to a release to a parent or guardian, both the minor and parent should consent to the release.

### **BANNER OCCUPATIONAL HEALTH SERVICES POLICY AND PROCEDURE**

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

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

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

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

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

### **TB SKIN TEST (mantoux 5TU)**

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

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

**Common side effects: None**