TOWER HEALTH

Advancing Health. Transforming Lives.

Graduate Medical Education

Residency & Fellowship Manual

TOWER HEALTH
Advancing Health. Transforming Lives.

Tower Health

Statement of Commitment to Graduate Medical Education

Tower Health, its Board of Directors, Graduate Medical Education Committee ("GMEC"), Designated Institutional Official ("DIO") and its executive, medical and graduate medical education leaders have a firm commitment and dedication to sponsoring superior training programs in graduate medical education ("GME"). Driven by its mission, Tower Health strives to ensure excellence in the education and training of physicians, including physicians participating in GME programs accredited by the Accreditation Council for Graduate Medical Education.

Tower Health commits to providing institutional oversight and monitoring of its GME programs by collaborating throughout its administration and clinical leadership, including through the DIO and GMEC and through Tower Health's departments of Academic Affairs and Graduate Medical Education.

Tower Health's GME programs provide, through program directors and qualified faculty: comprehensive, coordinated, cost-effective graduate medical education that is responsive to the trainee and embodies the ethical and humanistic qualities necessary for all health care professionals. Tower Health's GME faculty are committed to ongoing professional development of their teaching and evaluation skills and Tower Health provides opportunities for such faculty professional development.

Tower Health's commitment to GME is reflected in its history of providing necessary and appropriate financial support to its GME programs and to the clinical, educational, administrative and human resources essential to successful GME training. This tradition of financial support is carried forward to the future of Tower Health's provision of graduate medical education, in order to ensure that each Tower Health GME program meets or exceeds all institutional and program accreditation requirements.

Tom Work — 7/24/2020
Chairman, Tower Health Board of Directors — Date

Mark Martens — 7/24/2020
Senior Vice President and Chief Academic Officer / Designated Institutional Official — Date

7/27/2020
President and CEO, Tower Health — Date

Gregory Sorensen — 7/26/2020
Executive Vice President and Chief Medical Officer — Date

Tower Health GME Mission Statement

Original Date: August 3, 2020
Revisions:

Tower Health, a regional health system serving Eastern Pennsylvania, is comprised of seven hospitals and more than 1,000 beds. Tower Health is committed to building and maintaining an academic center of excellence, with a primary mission – to provide young physicians with the highest quality education and training as they prepare for their careers in medicine and healthcare. Tower Health is dedicated to providing a structured framework for our educational programs to guide and supervise our residents, fellows and other medical professionals in training. Our mission is to facilitate their professional and personal development, fostering an environment in which they have the opportunity to excel in service, teaching, and research, while exhibiting ethical and professional values throughout their careers.

Our commitment is to train residents and fellows in a healthy and safe environment, in accordance with the standards and requirements of the Accreditation Council for Graduate Medical Education, to provide excellent patient care, obtain superior medical knowledge, understand and utilize practice based-learning and improvement, demonstrate outstanding interpersonal and communication skills, exhibit professionalism at all times, understand and utilize system-based practice, and foster their well-being and the well-being of their colleagues.

As we achieve these goals, Tower Health will continue to serve our trainees, our educators, and our support staff, recognizing the importance of teamwork, synergy, and an efficient, enthusiastic attitude.

DISABILITY ACCOMMODATIONS POLICY

Date Approved by GMEC: July 24, 2020
Original Policy Date: May 19, 2019
Revisions: July 19, 2020

ACGME STANDARDS

In accordance with Section IV.H.4 of the ACGME Institutional Requirements, the Sponsoring Institution must have a policy, not necessarily GME-specific, regarding accommodations for disabilities, consistent with applicable laws and regulations.

SCOPE

This Disability Accommodations Policy applies to all graduate medical education programs sponsored by Tower Health (each a "**Program**" or "**GME Program**"), Program Directors, the Office of Graduate Medical Education and any other individual or administrator supporting GME Programs.

PURPOSE

Tower Health is committed to providing equal learning and working opportunities for qualified individuals with Disabilities. Section 504 of the federal Rehabilitation Act of 1973, Title II of the Americans With Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008 (collectively referred to in this Policy as the "**ADA**") protect individuals against disability-based discrimination. Tower Health may consider Reasonable Accommodations for qualified applicants and employees with Disabilities to the extent that the request does not result in an Undue Hardship.

DEFINITIONS

"**Disability**," "**Disabilities**," and all forms of these words, as used in this Policy and as defined and amended by the ADA from time to time, means: a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such an impairment, or a person who is perceived by others as having such an impairment.

"**Reasonable Accommodation**," "**Reasonable Accommodations**" and all forms of these words, as used in this Policy and in accordance with the ADA, means: any modification or adjustment to the application process or employment that allows a person with a Disability who is qualified for the job to have access to employment opportunities or to perform duties essential to his/her job.

"**Undue Hardship**," for purposes of this Policy, means: an accommodation that necessitates significant difficulty or expense to Tower Health or to the Resident's employer, as determined on a case by case basis in accordance with the ADA.

POLICY

A. *General*

In accordance with the ADA and with the Tower Health Accommodation Request Policy, qualifying residents or fellows participating in GME Programs (individually a "**Resident**" or collectively "**Residents**), and/or individuals matched with a GME Program or applying to a GME Program (a "**Prospective Resident**") with a Disability may submit a Reasonable Accommodation request.

B. *Reasonable Accommodation Procedure for Prospective Residents*

Tower Health is committed to providing persons with Disabilities, including Residents with Disabilities, meaningful employment opportunities. Upon request, the Tower Health Human Resources Department will work with Prospective Residents to ensure that employment forms are available in alternative, accessible formats, and will assist Prospective Residents in completing these forms. Accommodation requests prior to initiating Residency shall be handled by the Program and Tower Health Human Resources Department in accordance with Tower Health's Accommodations Request Policy.

C. *Reasonable Accommodation Procedure for Residents*

A Resident who wishes to request an accommodation for a Disability must make a written or verbal request to his/her Program Director or to the Tower Health Human Resources Department. Following receiving a verbal request from a Resident, the Program Director and/or Tower Health Human Resources Department must document the request and the Resident may be asked to confirm the request in writing. The request should describe the Reasonable Accommodation(s) necessary to enable the Resident to perform the essential functions of his/her job based on the Resident's Disabling condition.

To determine if a Resident qualifies as an individual with a Disability for purposes of the ADA, the Tower Health Human Resources Department may request medical records and/or any other necessary information from the Resident and/or the Resident's healthcare provider. This information is confidential, will not be maintained in the Resident's personnel file and will only be viewed by authorized Tower Health employees with a direct need to know and/or evaluate this information.

Requesting a Reasonable Accommodation is an interactive process between the Tower Health Human Resources Department and the Resident. The process may require the Resident to timely provide the following to the Tower Health Human Resources Department within the agreed upon deadline:

- A completed Tower Health Request for Accommodation form. A Resident who is unable to complete the Request for Accommodation form on his/her own will be assisted by a Tower Health Human Resources employee.
- A completed Section 1 of the Request for Medical Status Evaluation form.
- A copy of the Resident's job description and a completed Request for Medical Status Evaluation form from the Resident's healthcare provider.

In accordance with the Tower Health Accommodation Request Policy, if there is insufficient information from the Resident's healthcare provider to substantiate the need for a Reasonable Accommodation, the Tower Health Human Resources Department may require the Resident to seek a second medical opinion from a different healthcare provider. The accommodation process may also require consultation from the Program Director to determine if the request would result in an Undue Hardship to the Program and/or Tower Health and to determine whether the Reasonable Accommodation would be effective for the Resident.

Following receipt of all pertinent documentation, the Tower Health Human Resources Department will determine if the request is reasonable and whether the Reasonable Accommodation would result in an Undue Hardship to the Resident's Program and/or Tower Health. The Tower Health Human Resources Department will communicate its Reasonable Accommodation determination with the Resident. The determination and any Reasonable Accommodation(s) provided to a Resident will be documented in writing and placed in the personnel record of the Resident.

REFERENCES/ASSOCIATED TOWER HEALTH POLICIES

- Tower Health: Accommodation Request Policy

FACILITY: Tower Health		
MANUAL: Human Resources		**FOLDER:**
TITLE: Accommodation Request		**DOCUMENT OWNER:** VP Human Resources
DOCUMENT ADMINISTRATOR: SVP, Chief Human Resources Officer		**KEYWORDS:** ADA, Americans with Disabilities Act
ORIGINAL DATE: September 1, 2018	**REVISION DATE(S):** July 1, 2019, January 1, 2020	

SCOPE:
Brandywine Hospital, Chestnut Hill Hospital, Jennersville Hospital, Phoenixville Hospital, Pottstown Hospital, Reading Hospital (including Reading Hospital Rehabilitation at Wyomissing), and Tower Health Medical Group, Tower Health Partners, Tower Health at Home and Tower Health Urgent Care collectively known as Tower Health

PURPOSE:
This policy is to provide management staff with appropriate guidelines for reviewing requests for reasonable accommodations pertaining to disabilities

POLICY:
Tower Health is committed to compliance with the Americans with Disabilities Act (ADA) and any other applicable state and local laws to ensure employment opportunity for qualified individuals with disabilities. All facility employment practices are conducted without regard to the applicant's or employee's race, religion, color, sex, age, national origin, disability, military status, or any other characteristic protected by applicable Federal, State or local law . Tower Health may consider reasonable accommodation for qualified applicants and employees to the extent that such request do not permit an undue hardship.

Hiring procedures have been reviewed to provide persons with disabilities meaningful employment opportunities. Upon request, job applications are available in alternative, accessible formats, as well as assistance in completing the application. Pre-employment inquiries are made only regarding an applicant's ability to perform the essential functions of the position.

Post-offer medical examinations may be required. They are given to potential employees only after conditional job offers. Medical Records are kept in a separate employee health file and will be treated as confidential.

Tower Health does not discriminate against any qualified employee or applicant because they are related to or associated with a person with a disability. Any applicable federal, state or local law that provides individuals with disabilities greater protection than the ADA will be followed.

Tower Health is committed to taking all other actions necessary to ensure equal employment opportunity for individuals with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

DEFINITIONS:
ADA – Americans with Disabilities

PROCEDURE:
An individual requesting an accommodation for a disability should make a written or verbal request for reasonable accommodation to his/her Department Head/designee or Human Resources. Verbal requests should be documented, and the individual may be asked to confirm the request in writing. The request should describe that (s) he needs an accommodation at work for a reason related to a disabling medical condition.

To decide about the nature of your medical condition, and whether an employee might be considered a qualified individual with a disability under the ADA, Tower Health may be requesting information from the employee and the employee's healthcare provider. This information is treated confidentially, is not maintained in the employee's personnel file, and will be used only by authorized individuals with direct need to know and/or evaluate the information.

1. To make a request for accommodation, the individual may be required to:

    a. Complete the Request for Accommodation form. Individuals are encouraged to complete this form in its entirety. If an employee is unable to complete this form on their own, a Human Resources staff member will be available to assist the employee.

    b. Complete Section 1 of the Request for Medical Status Evaluation form

    c. Provide a copy of the job description and the Request for Medical Status Evaluation form to the healthcare provider for completion.

    d. Return the completed forms to Human Resources, within the agreed upon deadline.

2. Based on the medical information received, in certain situations, Tower Health may require an individual to go to an appropriate healthcare provider of the Tower Health's choice if the individual provides insufficient information from his/her treating healthcare provider to substantiate that (s)he has an ADA disability and needs an accommodation. If so, the individual will be informed of the need for such and that the second opinion will be at Tower Health expense (physician expenses and time off work, if applicable). Under such circumstances, the individual may offer to provide the missing information in a timely manner.

3. Human Resources will review all pertinent information (i.e. job description, essential job functions, Medical Status Evaluation form, etc.) to determine which, if any, of the accommodation requests are reasonable.

4. To the extent possible, Human Resources will communicate with the applicant or employee to advise him/her as to the determination reached by Tower Health. An offer of reasonable accommodation should be documented in writing and placed in the personnel record of an employee or retained with the employment application of an applicant.

An applicant who has a complaint about the application of this policy should immediately contact the Human Resources department. All complaints should be promptly investigated.

GUIDELINE:

PROVIDER PROTOCOL:

EDUCATION AND TRAINING:

REFERENCES:
Tower Health Request for Accommodation Form
Tower Health Request for Medical Status Evaluation Form

COMMITTEE/COUNCIL APPROVALS:

CANCELLATION:
The content of this document supersedes all previous policies/procedures/protocols/guidelines, memoranda, and/or other communications pertaining to this document.

WELLNESS POLICY

(BEHAVIORAL HEALTH AND RESIDENT/FELLOW IMPAIRMENT)

Dated Approved by GMEC: August 9, 2020
Original Date: May 19, 2019
Revisions: August 2, 2020

ACGME STANDARDS

In accordance with Sections III.B.7 of the ACGME Institutional Requirements, the Sponsoring Institution must oversee its ACGME-accredited programs' fulfillment of responsibilities to address the well-being of residents/fellows and faculty members, including residents, fellows and faculty experiencing Burnout, Depression or Impairment. In accordance with Institutional Requirements IV.H.1-2 the Sponsoring Institution must ensure that residents/fellows are provided with access to confidential counseling and behavioral health services and shall have a policy, not necessarily GME-specific, which addresses physician Impairment.

SCOPE

This Wellness Policy applies to all ACGME-accredited graduate medical education programs sponsored by Tower Health (each a "**Program**" or "**GME Program**"), Program Directors, faculty, the Office of Graduate Medical Education ("**Office of GME**"), graduate medical education leaders and residents and fellows participating in GME Programs (individually a "**Resident**" or collectively "**Residents**").

PURPOSE

The purpose of the Policy is to promote the psychological, emotional, and physical well-being of Residents and faculty. Tower Health is committed to creating and maintaining the necessary support and safe working environment necessary to allow Residents to focus on their education, professional relationships, and progressive autonomy. This Policy addresses mechanisms and procedures intended to ensure that Residents are supported in their experiences at Tower Health. This Policy further outlines obligations to educate Residents and faculty on how to recognize signs of Burnout, fatigue, Depression, and substance misuse in themselves and others and share strategies on how to mitigate these issues.

DEFINITIONS

Burnout – Long-term exhaustion and diminished interest in work. Dimensions of Burnout include emotional exhaustion, depersonalization, and feelings of lack of competence or success in one's work. Burnout may lead to Depression, anxiety and substance use disorders.

Depression – A mood disorder that causes a persistent feeling of sadness and loss of interest. It affects how an individual feels, thinks and behaves and can lead to a variety of emotional and physical problems.

Physician Impairment ("Impaired Practitioner") – a Resident, faculty member or other physician who is unable to engage in training, perform professional duties or practice medicine at the

expected level of skill, competency and safety due to a physical or mental illness and/or due to excessive use or misuse of drugs, including alcohol (an "**Impairment**"). Impairment may include a decreased ability and/or willingness on the part of the affected individual to acknowledge an Impairment and to seek assistance to recover.

Resilience – The ability to withstand and recover quickly from difficult conditions or situations. During training, Residents may face difficult patient care events, educational challenges or personal events or challenges which have the ability to negatively affect Resident Well-being. Decompressing after such situations, through conversation with peers, mentors or family, and self-care activities, can increase resilience.

Suicide Ideation – Also known as suicide thinking, is the contemplation of ending one's own life. Thoughts can range from a detailed plan to a fleeting consideration. It does not include suicidal behavior.

POLICY

A. *General*

Psychological, emotional, and physical well-being are critical in the development of competent, caring and Resilient physicians, and requires proactive attention to life inside and outside of medicine. Self-care and support of other members of the health care team or Program members are important components of professionalism; they are also skills that must be modeled, learned, and nurtured in the context of other aspects of residency training.

Both Residents and faculty members are at risk for Burnout and Depression. Programs, in partnership with Tower Health, its department of Academic Affairs and the Office of GME have a responsibility to address well-being as other aspects of resident competence. Physicians, faculty and Residents share responsibility for each other's well-being. Programs are expected to establish a clinical learning environment that models constructive behaviors and prepares Residents with the skills and attitudes needed to thrive throughout their career, including models of self-care.

B. *Program Partnership*

Programs, with the support of Tower Health, though its department of Academic Affairs and Office of GME, will:

1. Educate faculty members and Residents in the identification of symptoms of Burnout, Depression, and substance abuse/misuse. This responsibility includes educating Residents and faculty members in how to recognize those symptoms in themselves, how to seek appropriate care, and what means are available to assist those who experience these conditions.

2. Present information on Resident well-being, including information on Tower Health resources, as well as lectures, during Resident orientation.

3. Provide resources to support the delivery of well-being education to faculty and Residents throughout the academic year.

4. Provide opportunities that enhance the meaning that each Resident finds in the

experience of being a physician.

5. Encourage Residents and faculty members to alert their Program Director, DIO, or other designated personnel or programs when they are concerned that another Resident or faculty member may be displaying signs of Burnout, Depression, substance misuse, Suicidal Ideation, or potential for violence.

6. Programs are expected to:
   - Design Program schedules and curriculum to promote progressive autonomy and flexibility;
   - Minimizing non-physician obligations (e.g. patient transport, administrative/clerical duties outside of those normally performed by a physician, allied health responsibilities, etc.);
   - Enhance professional relationships;
   - Provide oversight of scheduling, work intensity and work compression that may negatively impact a Resident's and/or Program faculty's well-being;
   - Evaluate workplace safety data and address the safety of Residents and faculty, elevating issues to the Graduate Medical Education Committee ("**GMEC**"), Associate DIO or DIO as necessary; and
   - Provide Residents and faculty the opportunity to attend medical, mental health, and dental care appointments, including those scheduled during work hours.

There are circumstances in which Residents may be unable to attend work, including but not limited to fatigue, illness, family emergencies, and parental leave. Each Program must allow an appropriate length of absence for Residents unable to perform their patient care responsibilities. Additional information is set forth in the Tower Health, Office of GME: *Policy on Clinical and Educational Works Hours*, addressing, in more detail, Resident fatigue and the Tower Health, Office of GME: *Policy on Vacation and Leaves of Absence*.

C. *Mental Health Tools, Access, Counseling and Treatment*

Tools for self-screening and access to confidential, affordable mental health assessment, counseling, and treatment are available to Residents and faculty, including access to urgent and emergency care twenty-four (24) hours a day, seven days a week.

<u>Resident and Faculty Self-Referral</u>

A Resident may voluntarily contact the Employee Assistance Program (EAP) that is offered by Quest as part of Tower Health's employee benefits to access confidential counseling services. Each Resident is provided information on how to access the EAP program. Further, Residents are provided with information that contains the necessary information to contact EAP. If needed, residents are provided with the toll-free Suicide Prevention Lifeline phone number 1-800-273-TALK (8255). The EAP operates independent of Tower Health and the Resident is not required to disclose the self-referral to his/her Program Director or any faculty member.

Faculty members may also voluntarily contact the EAP offered by his or her employer, or other designated program (e.g. Pennsylvania Medical Society's Physician Health Program) for assistance.

Faculty, Program Director, Office of GME Formal Referral

The Program Director, faculty or Office of GME staff may approach a Resident who appears distressed to suggest a formal referral to EAP or other counseling services. A Department Chair, Program Director or DIO may likewise approach a faculty member who appears distressed to suggest a formal referral for counseling.

The Resident or faculty member may not be forced to initiate or complete the referral. Residents and faculty members suspected of an Impairment; however, may be referred for mandatory screenings in accordance with the Impairment procedures, below.

D. *Physician Impairment – Impairment Referrals*

Any Resident or faculty who has a potential Impairment may request assistance, diagnosis, treatment and/or rehabilitation of his/her Impairment by making such request known to the Chief Medical Officer, Department Chair, Program Director and/or DIO. The Tower Health Drug and Alcohol Center is also available, 24 hours a day, for questions and counseling.

If a Resident's behavior, deportment or performance raise concerns that he/she is suffering from an emotional and/or mental health disorder or may be Impaired including, but are not limited to, due to substance misuse, he/she may be required to undergo clinical and psychological evaluations and/or drug/alcohol screening. Referrals of a faculty member for evaluation and screening shall be handled by the Chief Medical Officer in accordance with applicable Tower Health physician Impairment and substance abuse policies, and procedures set forth in governing Medical Staff Bylaws.

Behaviors which might indicate the necessity for evaluation include, but are not be limited to the following:

- Dereliction of normal duties, including clinical or education training assignments
- Inability to be aroused while on call and/or persistent tardiness
- Disorganized thinking or memory impairment
- Unprofessional or otherwise inappropriate behavior with peers, patients and their families, nursing staff, etc.
- Demonstration of a disorder of mood such as Depression or anxiety of such severity that it places the patient care at risk
- Legal difficulties (e.g. arrest for DUI, etc.)
- Changes or difficulties with dexterity, coordination, vision, hearing or speech
- Detectable odor of an alcoholic substance or slurred speech

E. *Resident Impairment Procedures*

If a Resident exhibits signs or symptoms of Impairment, the Department Chair, Chief Medical Officer, Program Director and Associate DIO or DIO will convene and determine if a Resident requires intervention and further assessment and/or entry into a treatment and rehabilitation program. A Resident may be subject to drug/alcohol testing in accordance with the Tower Health, Human Resources Department: *Policy on Substance Abuse* or the testing policies of the applicable Tower Health affiliate.

If the Department Chair, Chief Medical Officer, Program Director and Associate DIO or DIO determine that a Resident requires additional evaluation or treatment/rehabilitation, the Program Director and Chief Medical Officer may make a mandatory referral of the Resident for further assessment and treatment through the Pennsylvania Medical Society's Physician Health Program. Depending on the severity of the Resident's Impairment and any incidents or specific circumstances related to the Impairment:

1. The Resident may be permitted to continue to participate in the Program with modification(s) in education or clinical activities as deemed appropriate by the Program Director, in consultation with the Chief Medical Officer.

2. The Resident may be permitted to continue to participate in the Program with modification(s) in education or clinical activities as deemed appropriate by the Program Director, in consultation with the Chief Medical Officer, with monitoring of the Resident through the Pennsylvania Medical Society's Physician Health Program.

3. The Resident may be placed on sick leave or a formal leave of absence for treatment through the Pennsylvania Medical Society's Physician Health Program.

4. The Resident may be suspended from the Program.

Assessment and treatment procedures through the Pennsylvania Medical Society's Physician Health Program include the Resident and the Tower Health/Tower Health affiliate, entering into an agreement with the Pennsylvania Medical Society's Physician Health Program regarding the conditions and circumstance of assessment and treatment. A Resident declining referral or treatment will be suspended or dismissed from a Program.

Reinstatement

A Resident on leave or modified training seeking to return to active status in the Program shall (i) submit to the Program Director and to the applicable Associate DIO and the DIO, evidence of recovery sufficient to show that he/she can safely and competently engage in training activities, including clinical activities involving the provision of patient care, and (ii) present to the Program Director a letter from the Pennsylvania Medical Society's Physician Health Program, which covers the following: (a) description of Impairment, (b) current status of Impairment, which status shall be consistent with the ability to safely and competently reengage in Program activities; and (c) description of any ongoing treatment and monitoring specifications.

The Program Director and DIO, in consultation with Chief Medical Officer, may permit a Resident to return to active status in a Program; provided that:

1. The Resident must agree to submit to any alcohol and drug screening test (if applicable) and requested evaluations at the request of the DIO, Associate DIO and/or

Program Director. Refusal to do so will be grounds for dismissal.

2. The Resident will subject to periodic performance evaluations, including professional evaluations, which evaluations shall be submitted to the applicable Associate DIO and to the DIO.

3. Malfeasance, dereliction of duty or lack of compliance with treatment recommendations may lead to disciplinary action up to and including dismissal.

F. *Additional Applicable Tower Health Graduate Medical Education Policies*

Program Directors shall advise a Resident taking or placed on a leave of absence, of the impact of the leave on the criteria for Program completion and upon the Resident's eligibility to participate in specialty Board examinations, to the extent known based on the anticipated duration of the leave. Program Directors shall consult the Tower Health, Office of GME: *Vacation and Leave Policy*.

Residents suspended or dismissed from a Program are afforded due process in accordance with the Tower Health, Office of GME: *Adverse Actions and Due Process Policy*.

G. *Reporting*

Tower Health and/or the employing hospital will make reports to the Pennsylvania Board of Medicine, National Practitioner Data Bank and other agencies or organizations as may be required by applicable law, regulation or guidance.

H. *Institutional Oversight*

The GMEC, directly and through the Resident Well-Being Subcommittee, will monitor compliance with ACGME requirements in the area of Resident well-being, Resilience, promotion of personal health and fatigue mitigation.

REFERENCES/ASSOCIATED TOWER HEALTH ACGME POLICIES

- Tower Health, Office of Graduate Medical Education: Policy on Clinical and Educational Work Hours.
- Tower Health, Office of Graduate Medical Education: Vacation and Leave Policy.
- Tower Health, Office of Graduate Medical Education: Adverse Actions and Due Process Policy.
- Tower Health, Human Resources Department: Policy on Substance Abuse.

FACILITY: Tower Health		
MANUAL: Human Resources		**FOLDER:**
TITLE: Substance Abuse		**DOCUMENT OWNER:** Vice President, Talent Management
DOCUMENT ADMINISTRATOR: SVP, Chief Human Resources Officer		**KEYWORDS:** Drugs, Alcohol, Impaired, Under the Influence
ORIGINAL DATE: September 2018	**REVISION DATE(S):** January 1, 2020	

SCOPE:
Brandywine Hospital, Chestnut Hill Hospital, Jennersville Hospital, Phoenixville Hospital, Pottstown Hospital, Reading Hospital (including Reading Hospital Rehabilitation at Wyomissing), Tower Health Medical Group, Tower Health Partners, Tower Health Urgent Care and Tower Health at Home collectively known as Tower Health

PURPOSE:
It is the intent of Tower Health to provide and maintain a safe, healthful, secure and drug free environment for all patients, employees, guests and students. Toward that end, employees are expected to report to work in appropriate mental and physical health, free from the effects of illicit drugs and alcohol, to do their job.

POLICY:

A. No employee shall possess any alcoholic beverage or illicit substance on Tower Health property at any time.

B. No employee shall be under the influence of alcoholic beverage or illicit substance during working hours, or reporting to work with under the influence of alcoholic beverage or illicit substances in their bodies.

C. Performing duties while under the influence of any illicit substance or other drug or medicine, whether prescribed by a physician or purchased over the counter that causes drowsiness or other side effects that may impair an employee's ability to perform his or her job properly and safely is prohibited.

D. The application of the substance abuse policy is not to determine whether the illicit substance and/or medication is legal. An employee, who fails to comply with this policy, will be suspended pending termination. If conditions warrant, referral to proper authorities for prosecution may occur. All actions taken in accordance with this policy will be coordinated Human Resources.

E. Tower Health may conduct searches of work location, including lockers, and an employee's personal property and person in cases where there is reasonable cause to suspect a policy

violation. While no search will be conducted without an employee's consent, consent to search is a condition of continued employment. Employee who refuse to cooperate in conducting of such searches will be subject to disciplinary action up to and including separation of employment.

F. The use and abuse of illicit drugs and alcohol have an adverse effect on an individual's health as well as the safety and wellbeing of co-workers. Additional information on the effects of specific drugs or alcohol is available from the Drug and Alcohol Center or the Occupational Health Services Department Tower Health encourages employees in need of drug and/or alcohol counseling, treatment or rehabilitation to voluntarily seek help on a confidential basis. The Drug and Alcohol Center is available 24 hours a day for questions and counseling.

G. Supervisors who perceive that an individual's performance is being adversely affected by substance use or abuse should discuss this matter with Human Resources or Occupational Health.

H. When treatment or rehabilitation is voluntarily sought, assistance will be made available, including sick leave and health benefits coverage, when applicable; to help resolve their problems in an effective and confidential manner. When necessary, a leave of absence may be granted for treatment and/or rehabilitation for substance abuse.

I. Tower Health believes that individuals have a right to privacy in dealing with substance abuse. To that end, all matters involving counseling, treatment and rehabilitation for substance abuse will be handled confidentially by those whose awareness is necessary. Discussions and/or actions regarding an employee's substance abuse will be treated with the utmost discretion and confidentiality.

J. Individuals identified by their supervisors as being unfit to perform their duties because of possible substance abuse will be subject to testing. Tower Health supervisors are encouraged to complete the Observations Record Form for Possible Substance Abuse. This testing will be done either by the Occupational Health Services or the Emergency Department. Refusal to have a drug test, interference with the testing process or reporting of results or giving an invalid sample may subject the individual to immediate suspension with the intent to terminate employment.

K. An individual will be considered to be under the influence of alcohol if the result of the alcohol test is 0.02mgm% or greater. The individual will be considered to be under the influence of a drug if there is any verified positive drug on the drug test.

L. Any individual determined to be impaired to the point of dictating that a drug test be performed will be suspended

M. Any employee whose test results are interpreted as positive (without advance voluntary disclosure or a valid, legal prescription - as prescribed) shall be subject to termination.

N. Employees must abide by the terms of this policy. It is a condition of employment that any conviction under a criminal drug statute occurring on or off campus must be reported to the Human Resources within (5) days of the conviction.

O. All employees are subject to legal penalties for the unlawful possession or distribution of illicit drugs and alcohol.

P. Any licensed employee where there is substantial evidence of an additive disease for which the employee is not receiving treatment, suspicion or evidence of diversion of controlled substances, or mental or physical incapacity to carry out licensed duties will be reported to the appropriate Pennsylvania State Licensing Board. Notification of the licensing board will be made by Human Resources or the appropriate VP or designee.

DEFINITIONS:

PROCEDURE:

GUIDELINE:

PROVIDER PROTOCOL:

EDUCATION AND TRAINING:

REFERENCES:
Behavior & Performance Expectation Policy

COMMITTEE/COUNCIL APPROVALS:

CANCELLATION:
The content of this document supersedes all previous policies/procedures/protocols/guidelines, memoranda, and/or other communications pertaining to this document.

QUEST
EMPLOYEE ASSISTANCE PROGRAM

Summary of Benefits

Tower Health

Professional Counseling Services

Face-to-Face Counseling – Employees and immediate family members are eligible for **three (3) free counseling sessions** per contract year, per family. Your benefits renew January 1st of each year. To access these free services, just call Quest at **1-800-364-6352**. The program is a professional, confidential service that helps employees and their immediate family members identify and resolve personal problems that may be affecting them at work or home.

You can access Quest's full provider network by visiting:
www.QuestBH.com/employees/find-a-provider

Legal and Financial Resources

Legal – Each member and dependent family member is entitled to **one (1) initial thirty minute** office or telephone consultation per separate legal matter at no cost with a network attorney. In the event that you wish to retain a participating attorney after the initial consultation, you will be provided with a preferred **rate reduction of 25%** from the attorney's normal hourly rate.

Financial – Each member and dependent family member is entitled to **one (1) initial thirty minute** office or telephone consultation per separate financial matter at no cost. Speak to professionals with experience in accounting, banking, and insurance; CPA's and Certified Financial Planners (CFP's). In the event that you wish to retain a participating financial advisor after the initial consultation, you will be provided with a preferred **rate reduction of 25%** from the normal hourly rate.

Mediation – Each member is entitled to **one (1) initial thirty-minute** office or telephone consultation per separate legal matter at no cost with a network mediator. Matters may include divorce and child custody, contractual and consumer disputes, real estate and landlord/tenant issues, car accidents and insurance disputes, etc. In the event that the member wishes to retain a participating mediator after the initial consultation, they will be provided with a preferred **rate reduction of 25%** from the mediator's normal hourly rate.

"Do It Yourself" Legal Forms Document Preparation – Our simple and inexpensive online process will enable consumers to complete their own legal document preparation from the comfort of their home without incurring the cost of an attorney or dealing with lengthy completion and delivery periods.

To schedule your free consultation with a qualified network attorney, mediator, or financial advisor, **call 888-254-8104 and give them your company code: qeap-rh**

There's more →

Website – Quest members and their families have unlimited access to the **Legal & Financial Resources Web Site** with information on thousands of legal and financial topics, over 5,000 legal forms, more than 45 financial calculators, professionally written articles, FAQ's and much more. Just go to the web site at www.worklife-benefits.com and enter your **User Name: qeap** and **Password: lfs** (legal financial services).

Elder Care Consultants

Caring for elderly loved ones – As we live longer, healthier lives, the demand for combining work and care giving responsibilities for older family members becomes a greater challenge.

In an effort to help you meet these challenges, Quest offers members **one (1) telephonic consultation** per contract year with our Eldercare Specialists. Call Peggy McFarland, Ph.D. or Laura Enslen, LSW of Senior Management Services, at 800-253-9236 and tell them you are a member of Quest EAP. This is an excellent resource, whether you are seeking emotional support, counseling, guidance, or information regarding care and support of elderly loved ones. Some question topics include:

- What to look for and ask when selecting personal care facilities
- Medicare & Medicaid services
- Senior transportation services
- Assisted living facilities
- Nursing home options
- In-home care services
- Senior centers
- Adult day care facilities
- Alzheimer's disease and other forms of dementia

Feel free to call us with any questions or concerns about your EAP benefits at 1-800-364-6352 or visit www.QuestEAP.com

FACILITY: Tower Health		
MANUAL: Human Resources		**FOLDER:**
TITLE: Bereavement		**DOCUMENT OWNER:** VP Total Rewards
DOCUMENT ADMINISTRATOR: SVP, Chief Human Resources Officer		**KEYWORDS:** Funeral Time
ORIGINAL DATE: October 1, 2017	**REVISION DATE(S):** April 23, 2019, January 1, 2020	

SCOPE:
Brandywine Hospital, Chestnut Hill Hospital, Jennersville Hospital, Phoenixville Hospital, Pottstown Hospital, Reading Hospital (including Reading Hospital Rehabilitation at Wyomissing), and Tower Health Medical Group, Tower Health Partners, Tower Health At Home and Tower Health Urgent Care collectively known as Tower Health

PURPOSE:
To provide an employee of Tower Health paid time off from work for a period of bereavement due to the death of an immediate relative. The intention of this policy is to replace income that would normally be earned during the employee's normal work schedule and can vary based on the employee's normal work hours.

POLICY:
1. Full Time Employees
    a. A full-time employee may be granted three (3) days off in the event of a death of an immediate relative.

    b. A full-time employee may be granted one (1) day off in the event of a non-immediate relative.

2. Part Time Employees
    a. A part time employee may be granted one (1) day off in the event of an immediate relative.

DEFINITIONS:

Immediate Relative – Parent, Child, Spouse, or Sibling or Immediate in-law relatives

Non-Immediate Relative – Grand Parent, Aunt, Uncle or extended in-law relatives

Day Off – A work period of hours equal to the employee's normal work schedule

Full Time – At least 0.8 of an FTE or 32 hours per week

Part Time – At least 0.4 of an FTE or 16 hours per week

PROCEDURE:
An employee who experiences a death of a qualifying family member should notify their supervisor as soon as possible to code the time in the payroll system accurately.

GUIDELINE:
Bereavement Pay (Funeral Time) is not counted as worked time and therefore not included in the computation of overtime pay.

Bereavement Pay (Funeral Time) will be awarded in the corresponding number of hours scheduled for the shift that is taken off. For example, shifts that exceed 8 hours in duration should be paid at full value with Bereavement Pay and do not have to be supplemented with PTO for time exceeding 8 hours.

If an employee is on scheduled PTO at the time of the funeral, Bereavement (Funeral Time) can be awarded in lieu of PTO.

Bereavement Pay (Funeral Time) is not granted to employees who are on an unpaid leave of absence, unless the reason for the leave of absence is related to the funeral.

Interpretation of this policy regarding qualification of non-immediate family members should be referred to the area HR Business Partner for review with an appropriate member of HR Leadership.

PROVIDER PROTOCOL:

EDUCATION AND TRAINING:

REFERENCES:

COMMITTEE/COUNCIL APPROVALS:

CANCELLATION:
The content of this document supersedes all previous policies/procedures/protocols/guidelines, memoranda, and/or other communications pertaining to this document.

CLINICAL AND EDUCATIONAL WORK HOURS

Date Approved by GMEC: August 9, 2020
Original Policy Date: May 19, 2019
Revisions: July 23, 2020

ACGME STANDARDS

In accordance with Section IV.J of the ACGME Institutional Requirements, the Sponsoring Institution must have a clinical and educational work hours policy that ensures effective oversight of institutional and program-level compliance with ACGME clinical and educational work hour requirements. Additional ACGME Institutional Requirements applicable to this Policy include Institutional Requirement III.B.3 (Transitions of Care) and Institutional Requirement III.B.5 (Clinical Experience and Education).

SCOPE

This Clinical and Educational Work Hours Policy applies to all graduate medical education programs sponsored by Tower Health (each a "**Program**" or "**GME Program**"), Program Directors, faculty, and residents and fellows participating in GME Programs (individually a "**Resident**" and collectively "**Residents**").

PURPOSE

This Clinical and Educational Work Hours Policy is adopted to ensure that each GME Program provides Residents participating in its Program with necessary and appropriate educational and clinical work hours and experience, as well as opportunities for personal well-being and rest. Programs and Residents have a shared responsibility to ensure that Clinical and Educational Work Hour limitations are not exceeded.

DEFINITIONS

"**At-home call" (pager call)** means call taken from outside Tower Health or outside a Program participating site. Clinical work done while on at-home call, including time spent in the hospital and work done at home, such as taking calls or entering notes in an electronic health record (EHR), counts against the 80-hour-per-week limit but does not restart the clock for time off between scheduled in-house clinical and educational work periods. The remaining time, free of clinical work, does not count against the 80-hour-per week limit. At-home call may not be scheduled on a Resident's One Day Off.

"**In-House Call**" means clinical and educational work hours, beyond the scheduled workday, when Residents are required to be immediately available within an assigned site, as needed, for clinical responsibilities. In-House Call does not include night float, being on call from home, or regularly scheduled overnight duties.

"**Moonlighting**" means voluntary, compensated, medically-related work, performed beyond a Resident's clinical experience and education hours, and in addition to the work required for

successful completion of a Program. Moonlighting may be "External" (i.e., performed outside Tower Health or any of Tower Health's participating sites), or "Internal" (i.e., performed within Tower Health or at any of its related participating sites).

"**Night Float**" means a rotation or other structured educational experience designed either to eliminate In-House Call or to assist other Residents during the night. Residents assigned to night float are assigned on-site duty during evening/night shifts, are responsible for admitting or cross-covering patients until morning, and do not have daytime assignments. Such a rotation must have an educational focus.

"**One Day Off**" means one continuous 24-hour period free from all administrative, clinical, and educational activities.

"**Transitions of Care**," "**Transitions**," and all forms of these words, as used in this Policy, means the relaying of complete and accurate patient information between individuals or teams in transferring responsibility for patient care in the health care setting.

"**Work Hours**" or "**Clinical and Educational Work Hours**" means all clinical and academic activities related to the Program, i.e., patient care (inpatient and outpatient), administrative duties relative to patient care, the provision for transfer of patient care, time spent on In-House Call, time spent on clinical work done at home, and other scheduled academic activities, such as conferences, grand rounds, didactic sessions or other educational activities. Work Hours/Clinical and Educational Work Hours do not include reading, studying, research done from home, and preparation for future cases.

POLICY

A. *Work Hours Limitations; Program Policies*

All Programs are required to have policies specifically addressing Resident Clinical and Educational Work Hours. Programs shall comply with, and all Program policies shall be consistent with, this Policy and with ACGME Common and Specialty/Subspecialty Requirements. Work Hour limitations as set by the ACGME for certain Programs (e.g., emergency medicine) may be more restrictive than the limitations set forth herein, in which case the Program shall adhere to the ACGME Specialty-specific requirements:

1. *Maximum Hours of Clinical and Educational Work Hours per Week*. A Resident's Work Hours must not exceed 80 hours per week, averaged over a four-week period, inclusive of all in-house clinical and education activities, clinical work done from home, and all Moonlighting, if approved.

2. *One Day Off in Seven*. Residents must be scheduled to receive a minimum of One Day Off in seven days, when averaged over a four-week period. At-home call cannot be assigned on a Resident's One Day Of in seven days.

3. *Minimum Time Off between Scheduled Periods; Mandatory Time Free*. Residents shall have at least eight hours off between scheduled clinical work and education periods and are expected to have ten hours off between scheduled clinical work education periods. Programs must design Resident schedules with ten hours off between clinical work and education periods. There may be circumstances in which Residents choose to stay to care for their patients or return to a training site with fewer than ten hours free of clinical

experience and education. This must occur within the context of the 80-hour and the One Day Off in seven requirements. Residents must also have at least 14 hours free of clinical work and education after 24 hours of In-House Call and a minimum of 12 hours free of clinical work and education if an In-House Call shift is less than 24 hours but longer than 20 hours.

4. *Maximum Clinical Work and Education Period Length; Transitions of Care*. Clinical and educational work periods for Residents shall not exceed 24 hours of continuous scheduled clinical assignments. Residents are permitted to stay for up to four hours of additional time for activities related to patient safety, such as providing effective Transitions of Care and/or resident education. Additional patient care responsibilities *shall not* be assigned to Residents during this time and Residents shall appropriately hand over all of the care of his/her other patients to the team responsible for the patients' continuing care.

   Documentation regarding the reasons why a Resident remained to care for his/her patient must be submitted to his/her Program Director. Program Directors are required to review each submission of additional time spent beyond 24 hours of continuous scheduled clinical assignments and track both individual Residents and Program-wide episodes of additional clinical and educational work periods. This 24-hours and up to an additional four hour period must occur within the context of the 80-hour weekly limit, averaged over four weeks.

5. *Individual Resident Clinical and Educational Work Hour Exceptions*. In rare circumstances, after handing off all other responsibilities, a resident, on his/her own initiative, may elect to remain or return to a clinical site beyond a scheduled work period in the following circumstances: to continue to provide care to a single patient due to severity of illness or instability; humanistic attention to the needs of a patient or family; or to attend unique educational events/events of academic importance. These additional hours of care or education will be counted toward the 80-hour weekly limit.

6. *Program Exceptions*. Any Program seeking a rotation-specific exception to Work Hour limitations must obtain approval from the GMEC and DIO and thereafter submit its request for approval to the ACGME Review Committee. Program exceptions cannot exceed an increase of ten percent (10%) of the Work Hour limits, or 88 Clinical and Educational Work Hours. In preparing a request for an exception, the Program Director must follow the clinical and educational work exception policy from the *ACGME Manual of Policies and Procedures*.

7. *Moonlighting*. Moonlighting must not interfere with the ability of the Resident to achieve the goals and objectives of his/her Program and must not interfere with the Resident's fitness for work nor compromise patient safety. Therefore, Moonlighting is restricted and must be approved and conducted in accordance with Tower Health's Graduate Medical Education Moonlighting Policy. Moonlighting is not permitted unless the Resident has received prior approval from his/her Program Director and Program Directors may withdraw approval at any time. If approved, all Moonlighting must comply with this Policy, including the Work Hour requirements, and with the Moonlighting Policy. PGY-1 Residents are not permitted to moonlight. All Moonlighting must be counted toward the 80-hour maximum weekly limit. See the Tower Health Office of Graduate Medical Education *Moonlighting Policy* for further information.

8. *In-House Night Float*. Night Float must occur within the context of the 80-hour and One Day Off in seven requirements. Residents must not be scheduled for more than six

consecutive nights of Night Float. The maximum number of consecutive weeks of Night Float, and the maximum number of months of Night Float per year, may be further specified by a Program's ACGME Review Committee. If a Program's ACGME Review Committee has made these further specifications, the Program must adhere to the ACGME Review Committee limitations.

9. *Maximum In-House On-Call Frequency*. Residents must be scheduled for In-House Call no more frequently than every third night (when averaged over a four-week period).

10. *At-Home Call*. Time spent on patient care activities by Residents while on At-home call must count toward the 80-hour maximum weekly limit. The frequency of At-home call is not subject to the every-third-night limitation, but must satisfy the requirement for the One Day Off in seven that must be free of clinical work and education (when averaged over four weeks). At-home call must not be so frequent or taxing as to preclude rest or necessary personal time for each Resident. Residents are permitted to return to the hospital while on At-home call to provide direct care for new or established patients. These hours of inpatient patient care must be included in the 80-hour maximum weekly limit. At-home call activities that must be counted toward Work Hour limitations include responding to phone calls and other forms of communication, as well as documentation, such as entering notes in an electronic health record. Activities such as reading about the next day's case, studying or research activities do not count toward the 80-hour weekly limit.

B. *Oversight and Monitoring of Work Hours*

The Tower Health Office of Graduate Medical Education ("**Office of GME**") monitors Work Hours via New Innovations and reports are reviewed at GMEC meetings. Residents must record their Work Hours within New Innovations on a weekly basis in accordance with their Program's specific Work Hour entry policies. Program Directors are accountable for monitoring Work Hours with enough frequency to ensure adherence to ACGME requirements. The GMEC and designated GMEC subcommittees also monitor Work Hour compliance, including by review of Annual Program Evaluations, review of resident surveys and monitoring of outcomes of Special Reviews.

Programs are required to investigate any Work Hour compliance issues or concerns identified by or reported to the Program, by the Office of GME or by the GMEC, directly or through one of its Subcommittees. Programs with a history of incidents of non-compliance may be placed on monitoring and/or be subject to a Special Review.

C. *Transitions of Care*

Programs shall design clinical assignments to optimize Transitions in patient care, including their safety, frequency and structure. Programs must also ensure and monitor effective, structured patient hand-over processes to facilitate continuity of care and patient safety at participating sites.

Schedules of attending physicians and Residents who are currently responsible for care must be maintained and communicated by Programs and clinical sites. Each Program shall ensure that Residents are competent in communicating with team members in the hand-over process and ensure continuity of patient care under circumstances in which a Resident may be unable to attend work, including but not limited to excessive fatigue, illness, family emergencies and parental leave. Each ACGME-accredited Program must have and maintain a Program-specific Transitions of Care policy detailing procedures applicable to its Program.

D. *Resident Fatigue*

Programs must educate all faculty members and Residents on recognizing the signs of fatigue and sleep deprivation, fatigue management and strategies for alertness management and fatigue mitigation. Residents who cannot engage in patient care due to fatigue must transition their clinical responsibilities to another Resident or to an attending physician and shall be encouraged to use fatigue mitigation processes to manage the potential negative effects of fatigue on patient care and learning. Supervising faculty members will assist with Transitions of Care when a Resident has been identified, either by peers, supervising Residents, chief residents, attending physicians, the Resident himself/herself or other health care providers, as unable to provide safe and effective care because of fatigue. Each Program must ensure continuity and coverage of patient care, consistent with the Program's policies and procedures in the event that a Resident is unable to perform his/her patient care responsibilities due to excessive fatigue.

Programs will provide adequate sleep facilities and/or safe transportation options for Residents who may be too fatigued to safely return home. As appropriate, a Resident who is too fatigued to drive home safely has the following options: sleep in an available call room until he/she is able to drive safely; if no call rooms are available, the Resident will be reimbursed for taxi travel home; or if no call rooms are available and the Resident is outside the Tower Health area, a hotel room will be provided.

During orientation, all Residents will learn appropriate techniques for mitigation of fatigue, Transitions of Care and strategies for alertness management from his/her Program Director. Fatigue mitigation strategies that will be discussed at this lecture may include but is not limited to strategic napping, judicious use of caffeine, time management to maximize sleep off-duty, self-monitoring performance and asking others to monitor performance, maintaining a healthy diet, and availability of relief by back-up call systems with Transitions to other providers.

There shall not be negative consequences or a stigma of using fatigue mitigation strategies.

E. *Reporting*

Tower Health is committed to providing effective oversight of Resident Work Hours and encourages reports concerning Work Hour violations. Any individual (Resident or faculty) aware of a Work Hours violation should report these concerns, including complaints, to his/her Program Director, Department Chair or by emailing the Office of GME at GMECENTRAL@towerhealth.org. Reports can also be made anonymously through the Tower Health Hotline 1-855-261-6653 or to report online via a secure website (www.towerhealth.ethicspoint.com).

ASSOCIATED TOWER HEALTH GME POLICIES:

- Tower Health, Office of Graduate Medical Education: *Policy on Moonlighting*.
- Tower Health, Graduate Medical Education Committee: *Special Review Policy and Protocol.*

CLOSURE AND REDUCTION POLICY

Dated Approved by GMEC: August 9, 2020
Original Date: May 19, 2019
Revisions: July 29, 2020

ACGME STANDARDS:

In accordance with section IV.N.1-2 of the ACGME Institutional Requirements, the Sponsoring Institution must have a policy that addresses GMEC oversight of reductions in size or closure of each of its ACGME-accredited programs, or closure of the Sponsoring Institution that includes the following: (i) the Sponsoring Institution must inform the GMEC, DIO and affected residents/fellows as soon as possible when it intends to reduce the size of or close one or more ACGME-accredited programs, or when the Sponsoring Institution intends to close; and (ii) the Sponsoring Institution must allow residents/fellows already in an affected ACGME-accredited program(s) to complete their education at the Sponsoring Institution, or assist them in enrolling in (an)other ACGME-accredited program(s) in which they can continue their education.

SCOPE

This Close and Reduction Policy ("**Policy**") applies to all ACGME-accredited graduate medical education programs sponsored by Tower Health (each a "**Program**" or "**GME Program**") and residents and fellows participating in GME Programs (individually a "**Resident**" or collectively "**Residents**").

PURPOSE

The purpose of this Policy is to address what should occur if (i) there is a reduction in size or closure of a GME Program, or (ii) in the event of closure of Tower Health or a Tower Health hospital that serves as the primary clinical site of training for a GME program (a "**Primary Clinical Site**").

POLICY

A. *General*

Tower Health is fully committed to supporting all Graduate Medical Education programs, but in the event of unforeseen circumstances, such as major reductions in residency education funding or the inability to support appropriate Resident recruitment, consideration for Program closure would prompt a formal GMEC review. Discussions with Medical Staff and administrative leadership will ensue prior to any recommendation to the Vice President/CMO and the CEO.

B. *Notification by Sponsoring Institution*

In the event of closure of Tower Health, the closure of a Primary Clinical Site, reduction of Program size, or Program closure, the GMEC, DIO, and affected Residents will be notified by Tower Health as soon as reasonably possible.

C. *Continuation of Resident Education and Training*

All Residents already enrolled in a GME Program will be allowed to complete their training at Tower Health, or, if the Resident prefers, will be assisted by Tower Health in enrolling in another ACGME-accredited program as appropriate.

D. *Institutional Oversight*

In fulfilling institutional oversight responsibilities, the GMEC through the Office of Graduate Medical Education, will monitor Program compliance with this Policy and with Program policies and procedures regarding the promotion and or renewal of Resident appointment. The GMEC shall review overall promotion activity and any adverse actions taken by Programs as part of the Program annual report process.

TOWER HEALTH
Advancing Health. Transforming Lives.

Graduate Medical Education

PROMOTION AND/OR RENEWAL OF RESIDENT/FELLOW APPOINTMENT

Date Approved by GMEC: July 24, 2020
Original Policy Date: May 19, 2019
Revisions: June 17, 2020

ACGME STANDARDS

In accordance with Section IV.C of the ACGME Institutional Requirements, the Sponsoring Institution must have a policy that requires each of its ACGME-accredited programs to determine the criteria for promotion and/or renewal of resident/fellow appointments. The Sponsoring Institution must ensure that its programs provide a written notice of intent to a resident or fellow if the resident or fellow's agreement of appointment will not be renewed, if the resident/fellow will not be promoted to the next level of training and/or will be dismissed.

SCOPE

This Promotion and/or Renewal of Resident/Fellow Appointment Policy applies to all Programs, Program Directors and residents or fellows (individually a "**Resident**" and collectively "**Residents**") participating in graduate medical education programs sponsored by Tower Health (each a "**Program**" or "**GME Program**").

DEFINITIONS

Clinical Competency Committee (the "**CCC**"): a required body comprising three or more members of the active teaching faculty that is advisory to the Program Director and reviews the progress of all Residents or Fellows in a Program.

Core Competencies: specific knowledge, skills, behaviors, and attitudes in the following domains: patient care and procedural skills; medical knowledge; practice-based learning and improvement; interpersonal and communication skills; professionalism; and systems-based practice.

Milestones: description of performance levels residents and fellows are expected to demonstrate for skills, knowledge, and behaviors in the six Core Competency domains.

POLICY

A. *General*

Programs shall provide a written notice of intent to a Resident if: (i) the Resident's agreement of appointment will not be renewed; (ii) the Resident will not be promoted to the next level of training; or (iii) a Program intends to dismiss a Resident.

B. *Promotion/Appointment Renewal*

Each Program shall establish and maintain criteria for the promotion and/or renewal of Resident appointments and communicate the criteria and expectations to Residents. Such criteria shall include, but shall not be limited to: attainment of ACGME Milestones. Core Competencies and curricular requirements applicable to levels of education and training; satisfaction of additional academic standards; demonstrated ability; professionalism and ethical conduct; and the relative merit of the individual. Criteria for promotion and/or reappointment must include factors or criteria set forth in ACGME Review Committee and medical specialty board ("**Board**") guidelines or requirements. Promotion and reappointment decisions shall be made by the Program Director based on the criteria and Resident performance evaluations, with the input of and recommendations from the CCC.

Extensions

In the event that the Program Director believes that a Resident has the potential for advancement but requires additional time training to reach applicable competency levels, the Program Director may authorize an extension of a Resident's agreement of appointment, to the extent consistent with Review Committee policies and Board eligibility requirements. No Resident may remain at the same level of training for more than twenty-four (24) months, exclusive of a leave of absence.

Residents offered an extension shall be provided a written summary of the Resident's areas of deficiency, a supplemental training plan and information on the impact the extension will have on Board eligibility, to the extent known. Programs shall document the decision to offer an extension, the impact of the extension on the Resident's Board eligibility, the Resident's receipt of the summary of the Resident's areas of deficiency and the Resident's receipt of the supplemental training plan. Residents receiving and accepting an extension shall be advised that an extension of training does not ensure subsequent promotion or successful completion of a Program.

Non-renewal of Appointment or Non-Promotion

In the event (i) a Resident's agreement will not be renewed; (ii) a Resident will not be promoted to the next level of training (including if a Resident will not graduate from a Program); or (iii) if a Resident will be dismissed from a Program, the Program must provide the Resident with a written notice of intent. The written notice of intent shall be provided by the Program to the Resident with as much advance notice to the Resident as possible under the circumstances, generally at least [**four (4) months**] prior to expiration of the Resident's current agreement of appointment. If the primary reason(s) for the non-renewal or non-promotion occur(s) within [**four (4) months**] prior to the end of the Resident's agreement, the Program must provide the Resident with as much written notice as circumstances will reasonably allow.

C. *Notice of Due Process*

A Resident shall be informed that he/she may exercise due process, grievance and appeals procedures as set forth in the Tower Health Office of Graduate Medical Education Due Process policy and related Grievance policy, if the Resident's agreement of appointment will not be renewed, if the Program intends to renew the Resident's agreement but does not intend to promote the Resident to the next level of training or if the Program intends to the dismiss the Resident. Programs shall provide Residents with a copy of due process and grievance policies at the time the Program provides the Resident with the written notice of intent and document the Resident's receipt of the policies.

D. *Institutional Oversight*

In fulfilling institutional oversight responsibilities, the GMEC through the Office of Graduate Medical Education, will monitor Program compliance with this Policy and with Program policies and procedures regarding the promotion and or renewal of Resident appointment. The GMEC shall review overall promotion activity and any adverse actions taken by Programs as part of the Program annual report process.

REFERENCES/ASSOCIATED TOWER HEALTH ACGME POLICIES

- Tower Health, Office of Graduate Medical Education: Due process regarding actions of Suspension, Nonrenewal, Non-promotion, or Dismissal of Resident/Fellows.

- Tower Health, Office of Graduate Medical Education: Procedures for Submitting and Processing Resident/Fellow Grievances.

DISASTER RESPONSE POLICY

Date Approved by GMEC: August 9, 2020
Original Policy Date: May 19, 2019
Revisions: July 29, 2020

ACGME STANDARDS

In accordance with Section IV.M of the ACGME Institutional Requirements, the Sponsoring Institution must have a policy consistent with ACGME Policies and Procedures that addresses administrative support for each of its ACGME-accredited programs and residents/fellows in the event of a disaster or interruption in patient care. This policy should include information about assistance for continuation of salary, benefits and resident/fellow assignments.

SCOPE

This Disaster Response Policy applies to all graduate medical education programs sponsored by Tower Health (each a "**Program**" or "**GME Program**"), Program Directors and residents and fellows participating in GME Programs (individually a "**Resident**" or collectively "**Residents**").

PURPOSE:

In the event of a Disaster altering the ability of Tower Health and its Programs to support Resident education, this Disaster Response Policy is designed to protect the well-being and safety of Residents, minimize the impact of such a situation on the educational experience of Residents and provide information regarding the continuation of salary, benefits and Resident assignments. All ACGME Institutional, Common Program and Specialty/Subspecialty Requirements continue to apply during emergent situations and Disasters.

DEFINITIONS:

"**Extraordinary Circumstances Policy**" means the ACGME Policy and Procedures to Address Extraordinary Circumstances, currently set forth in ACGME Policy 21.00, *et seq*.

"**Disaster**" means an extraordinary event or set of events, which may be declared by Federal, State and/or local governments, which event or events alters the ability of Tower Health and its Programs to support resident education. Such events may impact an entire community or region for an extended period of time.

"**Extraordinary Circumstance**" means an extraordinary event or circumstance that significantly alters the ability of a sponsoring institution and its Programs to support resident education, as defined by the ACGME Policy and Procedures to Address Extraordinary Circumstances. Such events include, without limitation, natural disasters, abrupt hospital closures or catastrophic losses of funding.

POLICY:

A. *Tower Health Disaster Response*

In the event of a Disaster or other circumstance that alters the ability of Tower Health and its Programs to support Resident education, Program Directors must consult and coordinate with the DIO as the first point of contact concerning the impact of the situation on Resident education and work environment, in accordance with institutional disaster policies. In the event of a Disaster, the Departmental leadership and Program Directors impacted by the Disaster, in collaboration with the DIO and the Graduate Medical Education Office ("**GME Office**"), will also make reasonable efforts to ascertain the whereabouts of Residents and endeavor to ensure their safety.

Within seventy-two (72) hours of a Disaster, or other event that causes serious disruption in patient care being pronounced, all available Residents will be deployed as directed by the Leader of the Tower Health Incident Command Center. Residents are expected to perform according to the professional expectations that are required of them as physicians and as leaders in health care delivery. Residents should not be first-line responders in a Disaster without appropriate supervision given the clinical situation at hand and their level of training and experience. Furthermore, a Resident's performance should not exceed expectations of his/her scope of competence, level of training, and the context of the situation as judged by Program Directors and supervisors or by the limits of self-confidence in his/her own abilities. As such, decisions regarding deployment of a Resident to assist in a Disaster will be based on the clinical needs of Tower Health and the safety and ability of the Resident.

Following a Disaster, the GMEC, working with the DIO, the GME Office, and affected participating institutional leadership, will work with individual Programs and strive to restructure or reconfigure the educational experience for its Residents as quickly as reasonably possible. If Residents have been transferred in accordance with the Extraordinary Circumstances Policy, Tower Health will begin to immediately coordinate the Residents return to training in his/her Program.

Programs must protect and maintain all academic and personnel files of Residents during a Disaster in accordance with State law.

B. *Extraordinary Circumstances Policy*

In a Disaster or other event that causes serious, extended disruption and affects Tower Health's ability to be in substantial compliance with ACGME Standards, the DIO will report these event(s) to the ACGME Institutional Review Committee Executive Director ("**ED-IRC**"). When responding to requests for information, the DIO will either call or email the ED-IRC.

If Tower Health's ability to provide an adequate educational experience for each of its Residents has been significantly altered, the ACGME will invoke the Extraordinary Circumstances Policy. Upon invocation of the Extraordinary Circumstances Policy, the ACGME will post a notice on its website and provide information related to its response to the Extraordinary Circumstance. Once notified of the ACGME's Extraordinary Circumstances Policy decision, Program Directors should call or email the appropriate ACGME Review Committee Executive Director ("**RC-ED**") and Residents should call or email the appropriate RC-ED or the Office of Resident Services (residentservices@acgme.org; or 312-755-5000) with any information and/or requests for information.

If the ACGME declares an Extraordinary Circumstance, the DIO and GME Office, in cooperation with the affected Program Director(s) must:

a. change its educational Program within thirty (30) days of the invocation of the Extraordinary Circumstances Policy to comply with the applicable ACGME Common Program, Specialty/Subspecialty and Institutional Requirements; and

b. organize temporary transfers to other programs/institutions for Residents in affected Program(s) until the Program(s) can resume adequate training and support resident education; or

c. assist Residents in making permanent transfers to other ACGME programs/institutions.

When coordinating temporary or permanent transfers, the Resident's preferences shall be considered if there is more than one temporary or permanent transfer available. Programs shall expeditiously make the decision to reconstitute their Program and/or organize the temporary or permanent transfers of their Residents to increase the likelihood that their Residents can complete their academic year with the least amount of disruption to his/her training and education. During periods of time that Residents spend in temporary transfer at another institution, Tower Health or the appropriate affiliate paysource for the Resident will continue to provide salary and benefits, consistent with applicable laws and regulations.

The DIO or his/her designee(s) shall contact the ACGME within ten (10) days of the invocation of the Extraordinary Circumstances Policy to receive the deadlines and timelines the ACGME has established for its affected Program(s):

a. to submit its Program reconfigurations; and

b. to inform each of its Residents with its decision to reconstitute the Program and/or to make temporary or permanent transfers of its Residents.

The DIO or his/her designee(s) shall submit this information to the ACGME no later than thirty (30) days after the declaration of the Extraordinary Circumstances Policy.

As soon as a temporary transfer has been made, Program(s) shall inform each transferred Resident of an estimate of the timeline for his/her temporary transfer, and continue to keep each Resident informed if the Program(s) extends the temporary transfer to the end of the academic year.

C. *Institutional Oversight*

In fulfilling institutional oversight responsibilities, the GMEC through the Office of Graduate Medical Education, will monitor Program compliance with this Policy and with Program policies and procedures regarding the promotion and or renewal of Resident appointment. The GMEC shall review overall promotion activity and any adverse actions taken by Programs as part of the Program annual report process.

REFERENCES/ASSOCIATED TOWER HEALTH ACGME POLICIES

– ACGME Policy and Procedures, ACGME Policy and Procedures to Address Extraordinary Circumstances

TOWER HEALTH
Advancing Health. Transforming Lives.

ADVERSE ACTIONS AND DUE PROCESS

Date Approved by GMEC: August 9, 2020
Original Policy Date: May 19, 2019
Revisions: July 29, 2020

ACGME STANDARDS

In accordance with Section IV.C.1.b of the ACGME Institutional Requirements, the Sponsoring Institution must have a policy that provides residents/fellows with due process relating to the following actions regardless of when the action is taken during the appointment period: suspension, non-renewal, non-promotion, or dismissal.

SCOPE

This Adverse Actions and Due Process Policy applies to all graduate medical education programs sponsored by Tower Health (each a "**Program**" or "**GME Program**") and residents and fellows participating in GME Programs (individually a "**Resident**" and collectively, "**Residents**").

DEFINITIONS

Adverse Action: a disciplinary action taken against a Resident which alters the intended career development of the Resident and which is to be accorded due process consistent with ACGME Requirements. Adverse Actions include the following:

Dismissal: the act of terminating a Resident participating in a GME Program prior to successful completion of the course of training, whether by early termination of a contract or by non-renewal of a contract.

Non-Renewal/Non-Reappointment: the act of not reappointing a Resident to subsequent years of training prior to fulfillment of a complete course of training.

Non-Promotion: the act of not advancing a Resident to the next level of training according to the usual progression through a GME Program. Additional information is set forth in the Tower Health, Office of Graduate Medical Education: *Policy on Promotion and/or Renewal of Resident and Fellow Appointments.*

Suspension: withdrawal of privileges for participating in clinical, didactic or research activities associated with appointment to the GME Program. A Suspension may be immediate without notice (an "**Immediate Suspension**") or with notice, as further set forth herein. An Immediate Suspension is not expected to exceed thirty (30) days.

Clinical Competency Committee (the "**CCC**"): a required body comprising three or more members of the active teaching faculty that is advisory to the Program Director and reviews the progress of all Residents in a Program.

Probation/Academic Supervision: placement of a Resident under close monitoring for specific academic performance concerns which, if not successfully resolved, may result in an Adverse Action, including dismissal.

POLICY

A. *Academic Deficiencies*

All GME Programs must have a process, consistent with ACGME Requirements and American Board of Medical Specialties specialty board specific requirements, for evaluating Residents and ensuring that Residents receive routine feedback regarding their performance, with an emphasis on the Core Competencies of Patient Care and Procedural Skills, Medical Knowledge, Practice-based Learning and Improvement, Interpersonal and Communication Skills, Professionalism and Systems Based Practice.

Academic Deficiency Notice

If a Program Director and/or the CCC in consultation with the Program Director, determines that a Resident's performance is failing to meet applicable academic standards or requirements (including Professionalism requirements), and that routine or structured feedback has not led to improvement, the Program Director shall notify the Resident in writing and include a description of the deficiency(ies) (an "**Academic Deficiency Notice**"). The Academic Deficiency Notice shall be signed by the Program Director, include a Resident performance improvement plan, and indicate possible outcomes of a failure to fully resolve performance issues or concerns, including possible Dismissal, if applicable. The Program Director in each Program has the authority to issue an Academic Deficiency Notice and develop the Resident performance improvement plan.

A Resident's performance improvement plan may include: special assignments, direct supervision, repeating or extending a rotation or rotations and additional measures as determined by the Program Director. Written feedback will be provided by the Program Director to the Resident as part of the performance improvement plan. The Program Director shall provide a copy of the Academic Deficiency Notice to the Department Chair and to the Office of Graduate Medical Education ("**Office of GME**"). A Resident who satisfies the requirements of his/her performance improvement plan will continue in the Program without further escalation, absent a reoccurrence of new or related deficiencies.

If a Program Director determines that a Resident in the Program on a performance improvement plan has failed to satisfactorily address the deficiency(ies) and/or improve his/her performance to an expected and acceptable level in accordance with the plan, the Program Director has the authority to issue an additional Academic Deficiency Notice, place the Resident on Probation/Academic Supervision; or extend the Resident's Agreement of Appointment, which may involve extension of the defined training period. Residents offered an extension shall be provided a supplemental training plan and information on the impact the extension will have on Board eligibility, to the extent known, in accordance with the *Policy on Promotion and/or Renewal of Resident/Fellow Appointments*. If an extension of training is expected to result in the Non-Promotion of the Resident, the extension will be treated as an Adverse Action, below.

Adverse Actions

If a Resident on a performance improvement plan has failed to satisfactorily address the deficiency(ies) the Program Director may alternatively determine and recommend to the CCC any of the following Adverse Actions with respect to the Resident:

- Suspension from training for a limited or extended duration;

- Retention of the Resident in the GME Program but Not Promote the Resident to the next level of training;

- Non-Reappointment to the GME Program at the end of the current academic year; or

- Dismissal from training in the Program and at Tower Health.

The CCC shall review the recommendation, verify that the Resident previously received an Academic Deficiency Notice and was given the opportunity to remediate his or her deficiencies. The CCC, Program Director and the Department Chair will work together to arrive at further actions if the CCC determines that an Adverse Action is not supported. The Associate DIO and DIO will be notified of any Adverse Action prior to implementation and may provide input in their discretion.

B. *Resident Misconduct, Safety Incidents*

A Resident may be Suspended or Dismissed from a Program for any of the following:

- A Resident's behavior or condition is such that patients may be endangered or peers, staff or faculty subject to an unacceptable work or learning environment;

- The Resident's misrepresentation of facts or falsification of employment, Program application or matching program documents or materials, as verified by the Tower Health Human Resources Department, the National Resident Matching Program or other matching program or as the result of an independent review;

- The conviction of a crime, or the plea of guilty, or plea of nolo contendere to a crime charged against the Resident while enrolled in a Program;

- A material breach by the Resident of his/her Agreement of Appointment;

- Incidents or conduct as set forth in Tower Health's Policy on *Behavior and Performance Expectations,* including, without limitation: for workplace violence, threats, abuse/misuse of Tower Health property, harassment, intimidation, indecent behavior, possession of a weapon or bullying; or

- Other serious departures from standards of professionalism or professional expectations; improper behavior; intentional wrongdoing; violation of law, rule, standard of practice, or policy of the Program, Department, institution or participating site.

An Immediate Suspension may be initiated and implemented by a Resident's Program Director, the Department Chair or an institutional leader (including the DIO) if, in the judgment of the Program Director, Department Chair or institutional leader (including the DIO), immediate suspension is warranted. In the case of an Immediate Suspension, the Program Director, after consulting with the DIO, the Department Chair and/or Human Resources as appropriate, shall determine a course of action pertaining to the Resident which course of action may include, without limitation: lifting, modifying, or extending the Suspension; Non-Renewal of the Resident's Agreement of Appointment; or Dismissal.

Suspensions that are not Immediate Suspensions may be initiated by a Program Director or Department Chair with the agreement of the DIO. To the extent reasonably possible under the circumstances, the Program Director, Department Chair, institutional leaders (including Associate DIOs) and/or the DIO will invoke the options and process set forth in the Tower Health, Office of Graduate Medical Education: *Resident Wellness Policy*, if a Resident shows signs of substance abuse or other impairment.

A Resident shall be Dismissed from a Program automatically without prior notice from the Program, in the event of termination by the Hospital employing the Resident, of the Resident's Agreement of Appointment.

C. *Notice of Adverse Actions*

For any Adverse Action, the Resident shall be provided a written notice of the Adverse Action, signed by the Program Director, with a copy to the applicable Associate DIO, to the DIO and to the Office of GME ("**Notice of Adverse Action**"). The notice shall be sent by certified mail, return receipt requested. A copy of the notice, with documentation that it was received by the Resident (Resident signed acknowledgement or other receipt) shall be included in the Resident's record. The Notice of Adverse Action must inform the Resident of his/her due process/appeal rights.

Prior written notice to a Resident is not required in the event of an Immediate Suspension or Automatic Dismissal. In instances of the proposed Non-Reappointment or Non-Promotion of the Resident, the Notice of Adverse Action may serve as a written notice of intent in accordance with the Policy on *Promotion and/or Renewal of Resident or Fellow Appointments*, in which case the Resident will be provided with as much advance notice as possible under the circumstances, generally at least four (4) months.

D. *Due Process Procedures - Request for Review, Appeal and Hearing (Adverse Actions)*

A Resident receiving a Notice of Adverse Action may appeal the decision and may request review of the Adverse Action and a hearing, in writing, within ten (10) days of his/her receipt of Notice of Adverse Action. The request must be signed, dated and submitted in writing to Tower Health's **DIO in Academic Affairs** with a copy to the Office of Graduate Medical Education and should describe the reason(s) for requesting the appeal.

<u>Failure to Timely Submit</u>

A Resident who fails to submit a written appeal request within ten (10) days of his/her receipt of Notice of an Adverse Action, forfeits his/her right to an appeal, and all Adverse Actions set out in the Notice of Adverse Action immediately become final.

<u>Hearing Committee</u>

If a Resident timely submits a request for an appeal of the Adverse Action, the DIO will appoint a hearing committee (the "**Hearing Committee**") and schedule a date for the hearing that is acceptable to the Hearing Committee members and to the Resident. Absent the written agreement of members of the Hearing Committee and the Resident, the hearing shall take place within twenty (20) days from the date of the Resident's written request for review.

The Hearing Committee will include five (5) members, including: the DIO or his/her designee, a member of the GMEC, two faculty members (at least one from a Department other than the one in which the Resident is appointed) and a Resident from a Program other than the Resident's Program. If a member of the Hearing Committee recuses him/herself, the DIO will select another individual to fill the vacancy. Tower Health legal counsel may serve in an advisory capacity to the Hearing Committee.

The Office of GME shall prepare and provide to Hearing Committee members, information material to the Hearing, to include, without limitation: Academic Notices of Deficiency (if applicable), the Notice of Adverse Action, CCC meeting notes, evaluations and a copy of the Resident's record.

The Hearing Committee shall identify one faculty member who will serve as Chairperson of the Hearing Committee. The Hearing Committee may meet in advance of the hearing for the purpose of reviewing the relevant records and establishing a process for the hearing.

The Resident may submit directly, or through a representative (including legal counsel), information for the Hearing Committee's consideration, at least seven (7) days in advance of the hearing. The Resident shall also provide a list of individuals that the Resident expects to participate in the hearing. The Program may also provide information for consideration at the hearing and will respond to requests for information for purpose of the hearing. The Hearing Committee may limit the number of character witnesses and shall set a reasonable time limit for the hearing.

The Hearing

The Resident may have a representative at the hearing, if so desired, of an individual of the Resident's choice, including legal counsel. As part of the hearing the Resident:

- May make a statement and/or present evidence of relevance for rescinding the Adverse Action under review, including but not limited to letters of support from faculty, peers, mentors, or other individuals;
- May present witnesses, including character witnesses; and
- Will respond to questions posed by the Hearing Committee.

The hearing shall not be subject to any formal rules of evidence or procedure, and the Hearing Committee may permit the presentation of evidence and witnesses subject to such restrictions and limitations as the Committee may elect. An Office of GME representative shall take notes of the hearing and generate minutes from the hearing.

Deliberation and Decision

The Hearing Committee may request statements from or interview other Residents, faculty, staff, administrators or members of the academic team in order to gather additional information related to its review.

A vote of at least sixty percent (60%) of the Hearing Committee members (3 out of 5 members) shall be a decision of the Hearing Committee. The Hearing Committee's decision shall be

delivered in writing to the Office of GME within twenty (20) days of the conclusion of the hearing. The Office of GME shall provide written notice of the decision to the Resident and to the Resident's Program Director. Notice may be provided by email.

The decision of the Hearing Committee will be final and may not be further appealed. The Hearing Committee's decision shall be documented in the Resident's file.

E. *Effect of Dismissal*

A Resident who is Dismissed will receive his or her stipend up to the effective date of Dismissal as set forth in the Notice of Adverse Action. The Resident forfeits all rights to any other benefits from Tower Health or his/her hospital employer as of the effective date of Dismissal. If the decision to Dismiss the Resident is rescinded following a hearing, the Resident's stipend and benefits shall be restored, retroactive to the original date of Dismissal, except as restricted by Tower Health's or the employing hospital's benefit policies. A Dismissal decision may not be rescinded by the Hearing Committee if a Resident is no longer employed by Tower Health or his/her hospital employer.

F. *Reporting*

Tower Health will make reports to the Pennsylvania Board of Medicine, National Practitioner Data Bank and other agencies or organizations as may be required by applicable law, regulation or guidance.

G. *No Retaliation*

Under no circumstances may anyone retaliate against, interfere with or discourage anyone from participating in good faith in under this due process procedures under this Policy.

H. *Institutional Oversight*

In fulfilling institutional oversight responsibilities, the GMEC through the Office of GME, will monitor Program compliance with this Policy and procedures for due process.

REFERENCES/ASSOCIATED TOWER HEALTH ACGME POLICIES

- Tower Health, Office of Graduate Medical Education: Criteria for Promotion and/or Renewal of Resident/Fellow's Appointment.
- Tower Health, Office of Graduate Medical Education: Policy on Behavior and Performance Expectations.
- Tower Health, Human Resources: Tower Health's Personnel Policy on Dismissal

Resident and Fellow Grievances

Date Approved by GMEC: August 9, 2020
Original Policy Date: May 19, 2019
Revisions: July 30, 2020

ACGME STANDARDS

In accordance with Section IV.D. of the ACGME Institutional Requirements, the Sponsoring Institution must have written policies and procedures for submitting and processing resident/fellow grievances at the program and institutional level that minimizes conflicts of interest.

SCOPE

This Resident and Fellow Grievances Policy applies to all graduate medical education programs sponsored by Tower Health (each a "**Program**" or "**GME Program**"), to Program Directors and to each resident and fellow participating in a GME Program (individually a "**Resident**" and collectively "**Residents**").

PURPOSE

The purpose of this Policy is to provide guidelines for communication of Resident issues, including concerns and complaints related to Resident training and the learning environment, and to ensure that Residents have a mechanism through which to express issues and concerns that minimizes conflicts of interest.

Tower Health prohibits retaliation against a Resident or other individual who, in good faith, reports an issue or concern or participates in the review or resolution of an issue or concern related to graduate medical education or to any other operations at Tower Health.

POLICY

A. *General*

Tower Health encourages Residents to report issues or concerns. Residents shall be provided resources at orientation to ensure that they understand policies and protocols regarding how to appropriately report concerns or grievances, including issues or matters related to the clinical or learning environment. Residents and Program Directors are encouraged to resolve differences through good faith collegial discussion when the circumstances are appropriate for resolution of an issue at the Program level.

B. *Reporting*

A Resident with an issue or concern related to his/her graduate medical education experience, including his or her clinical and learning environment at Tower Health or at a participating site, may communicate the concern or issue in person or by email to his/her Program Director or to the Program Director's designee as per Program-specific guidelines. Issues or concerns may also be reported to the Tower Health Office of Graduate Medical Education ("**Office of GME**") in person or by email GMECENTRAL@towerhealth.org or to any other Tower Health graduate medical

education leader, including to an Associate DIO. Resident communications regarding issues or concerns will be kept confidential to the extent practicable.

An issue or concern may also be reported outside of Tower Health's graduate medical education leadership to the Tower Health Human Resources Department. Issues reported to the Tower Health Human Resources Department will be handled in accordance with Human Resources policies and procedures, which may include meeting with graduate medical education leaders and/or the Resident.

C. *Issue and Grievance Resolution*

If an issue or concern is reported by a Resident to his or her Program Director, the Program Director shall work directly with the Resident to resolve the issue or concern.

If an issue or concern is reported by a Resident to the Office of GME or to a Tower Health graduate medical education leader, an Office of GME representative or a graduate medical education leader will work with the Resident to resolve the issue, which may include elevating the issue or concern to an Associate DIO (if not already reported) or to the DIO. The Office of GME representative, graduate medical education leader or DIO (or a designee), as applicable, will review the issue and provide the Resident a resolution of the issue or concern in writing, detailing the action steps and monitoring process for the resolution, if applicable.

If the issue or concern does not reach resolution to the Resident's satisfaction, the Resident may submit the concern in writing to the DIO for consideration by an ad hoc Dispute Resolution Subcommittee of the Graduate Medical Education Committee ("**GMEC**"). The Dispute Resolution Subcommittee will be comprised of a Program Director, an Associate DIO, and a representative from Tower Health's Human Resources Department. The Dispute Resolution Subcommittee will review the concern or issue and meet with the Resident to discuss the concern, if desired by the Resident. The Dispute Resolution Subcommittee will present a resolution of the issue or concern to the Resident in writing, detailing any action steps or monitoring that will take place in connection with implementation of the resolution. The resolution may include further review or action by the Tower Health Human Resources Department or by the GMEC.

A Dispute Resolution Subcommittee shall not include the Resident's Program Director or Program Directors from the Department that includes the Resident's Program if the Resident's issue or concern relates to the Program Director or Department. In the event a potential conflict of interest is not discovered until further into a review, a Program Director from another Department will be appointed by the DIO to serve on the Dispute Resolution Subcommittee.

D. *Exclusions/Additional Applicable Tower Health Graduate Medical Education Policies*

Program Directors or other individuals in receipt of a complaint, concern or issue from a Resident related to discrimination or harassment (including sexual harassment) shall follow applicable Tower Health Graduate Medical Education and institution policies governing Anti-Harassment. Residents experiencing any form of discrimination or harassment are urged to immediately contact a Program Director, his/her Department Chair or the Tower Health Human Resources Department.

Residents with concerns or conflicts regarding adverse actions related to academic suspension, non-renewal, non-promotion, or dismissal should refer to the due process procedures set forth in the Tower Health, Office of Graduate Medical Education: *Adverse Actions and Due Process Policy*.

E. *Institutional Oversight*

In fulfilling institutional oversight responsibilities, the GMEC through the Office of GME and applicable GMEC subcommittees, will monitor Program compliance with this Policy and program and institutional policies and procedures for Resident grievances.

REFERENCES/ASSOCIATED TOWER HEALTH ACGME POLICIES

– Tower Health, Office of Graduate Medical Education: Harassment Policy

– Tower Health, Office of Graduate Medical Education: Adverse Action and Due Process Policy

– Tower Health, Human Resources Department: Fair Treatment Policy

HARASSMENT POLICY

Date Approved by GMEC: July 24, 2020
Original Policy Date: May 19, 2019
Revisions: July 19, 2020

ACGME STANDARDS

In accordance with Section IV.H.3 of the ACGME Institutional Requirements, the Sponsoring Institution must have a policy, not necessarily GME-specific, covering sexual and other forms of harassment, that provides its residents/fellows access to processes to raise and resolve complaints in a safe and non-punitive environment, consistent with applicable laws and regulations.

SCOPE

This Harassment Policy applies to all graduate medical education programs sponsored by Tower Health (each a "**Program**" or "**GME Program**"), Program Directors and faculty and to each resident and fellow participating in GME Programs (individually a "**Resident**" and collectively "**Residents**").

POLICY

A. *Tower Health Anti-Harassment Policy*

For purposes of this Policy, harassment and sexual harassment shall be interpreted consistent with the Tower Health Anti-Harassment Policy.

Harassment involves unwelcome conduct based on an individual's legally protected status, including, but not limited to: graphic or written statements; slurs or epithets; negative stereotyping; intimidating acts; engaging in a course of conduct or repeatedly committing acts with no legitimate purpose; attempting or committing other behaviors that may be physically threatening, harmful, or humiliating or attempting or committing sexual harassment.

Sexual harassment involves unwelcome conduct based on an individual's gender and includes, but is not limited to: demanding sexual favors; making sex-oriented jokes; making lewd, lascivious or suggestive comments; leading an employee to believe that an employment opportunity or benefit will in any way depend upon cooperation of a sexual nature; creating unwelcome pressure for sexual activity; making offensive physical contact with another (e.g. patting, grabbing, pinching and/or brushing against another individual's body); continued or repeated verbal abuse of a gender or sexual nature and making inappropriate sexual propositions. Sexual harassment may involve individuals of the same or different gender.

Residents shall be provided a copy of the Tower Health Anti-Harassment Policy during orientation and may be asked to acknowledge receiving and reviewing the Anti-Harassment Policy in writing.

B. *General*

Tower Health, in partnership with its GME Programs, is committed to providing a professional, equitable, respectful, and civil environment that is free from discrimination, harassment, mistreatment, abuse or coercion of or by its Residents, faculty, additional employees and staff. Tower Health does not tolerate harassment of any kind and is committed to responding promptly and fairly to allegations of harassment. A report of possible harassment will be taken seriously and addressed in accordance with this Policy and the Tower Health Anti-Harassment Policy.

C. *Reporting*

Tower Health urges Residents who have experienced harassment, or have witnessed or are aware of an incident of potential harassment, whether involving an employee (including another Resident), applicant, temporary worker, patient, vendor or visitor at Tower Health, to contact either a Program Director, Department Chair, the Tower Health Human Resources Department or the Office of Graduate Medical Education ("**Office of GME**"). Program Directors, a Department Chair or an Office of GME representative receiving a report of potential harassment shall notify the Tower Health Human Resources Department no later than 24 hours after the allegation or behavior is reported or observed.

If a Resident making an initial report of potential harassment is not promptly contacted by the Tower Health Human Resources Department, the Resident may report the incident directly to the Vice President of the Tower Health Human Resources Department. A reporting Resident may be asked to provide a written report to the Tower Health Human Resources Department on the alleged harassment. To the extent practicable, Tower Health will keep reports under this Policy, or under the Tower Health Anti-Harassment Policy, and their resolution confidential.

D. *Investigation and Disciplinary Procedure*

Following a report of harassment, the Tower Health Human Resources Department will promptly begin to investigate the claim in accordance with Tower Health's Anti-Harassment Policy. During an investigation, the reporting Resident must keep his/her involvement confidential so as not to harm the Tower Health Human Resources Department's investigation. If necessary, the Tower Health Human Resources Department may put reasonable interim measures in place against the alleged perpetrator, such as a leave of absence, while the investigation proceeds.

If a harassment investigation reveals that a violation of this Policy or the Tower Health Anti-Harassment Policy occurred, Tower Health will take corrective action against the perpetrator up to and including dismissal.

E. *Non-Retaliation*

Tower Health strives to provide a safe, non-punitive environment in which Residents may report harassment or inappropriate behavior without fear of recrimination. It is, therefore, against this Policy and the Tower Health Anti-Harassment Policy to treat any Resident or individual adversely for assisting in or bringing forward a harassment claim, assisting another Tower Health employee in making a report or cooperating in a harassment investigation, or filing an administrative claim with the U.S. Equal Employment Opportunity Commission or other state or local governmental agencies. All Residents who experience or witness any conduct that they believe to be retaliatory

should immediately follow the reporting procedures stated in this Policy and the Tower Health Anti-Harassment Policy.

REFERENCES/ASSOCIATED TOWER HEALTH POLICIES

- Tower Health Anti-Harassment Policy

HEALTH AND DISABILITY BENEFITS

Date Approved by GMEC: August 9, 2020
Original Policy Date: August 3, 2020
Revisions:

ACGME STANDARDS

In accordance with Section IV.F of the ACGME Institutional Requirements, the Sponsoring Institution must provide health insurance benefits and disability insurance benefits for residents/fellows and their eligible dependents beginning on the first day of insurance eligibility. If the first day of health insurance eligibility or the first day of disability insurance eligibility is not the first day that residents/fellows are required to report, then the residents/fellows must be given advanced access to information regarding interim coverage so that they can purchase coverage if desired.

SCOPE

This Health and Disability Benefit policy applies to residents and fellows participating in all graduate medical education programs sponsored by Tower Health (each a "**Program**" or "**GME Program**") and to Tower Health graduate medical education leadership.

POLICY

Tower Health shall provide and does provide health insurance benefits to Residents and their eligible dependents consistent with coverage for other employees and the terms of the applicable benefit plan. Group health insurance benefits are available to Residents upon the first date of Resident employment. Residents are responsible for electing, enrolling and re-enrolling in desired health insurance benefit plans.

Tower Health shall provide and does provide disability benefits (long term) to Residents beginning on the first day of Resident employment. Details regarding disability insurance benefits and additional benefits available to Residents shall be set forth in the Resident's Agreement of Appointment.

ASSOCIATED TOWER HEALTH ACGME POLICIES

– Tower Health, Office of Graduate Medical Education: Vacation and Leave Policy

– Tower Health, Office of Graduate Medical Education: Professional Liability Insurance Policy

FACILITY: Tower Health		
MANUAL: Human Resources		**FOLDER:**
TITLE: Leave of Absence		**DOCUMENT OWNER:** Vice President Human Resources
DOCUMENT ADMINISTRATOR: SVP, Chief Human Resources Officer		**KEYWORDS:** Leave, FMLA
ORIGINAL DATE: May 7, 2018	**REVISION DATE(S):** February 1, 2020	

SCOPE:
Brandywine Hospital, Chestnut Hill Hospital, Jennersville Hospital, Phoenixville Hospital, Pottstown Hospital, Reading Hospital (including Reading Hospital Rehabilitation at Wyomissing), Tower Health Medical Group, Tower Health at Home, Tower Health Urgent Care and Tower Health Partners collectively known as Tower Health

PURPOSE:
To allow employees to take extended time away from work

POLICY:
This policy is to grant a Leave of Absence (LOA) for extended time away from work under certain circumstances detailed below. Such requests will be reviewed in accordance with the procedure outlined below. Tower Health will comply with all requirements under Uniformed Services Employment and Reemployment Rights Act (USERRA), Family and Medical Leave Act (FMLA), and state required leave.

General Leave Information and Eligibility

The Family and Medical Leave Act (FMLA)

- Employees are eligible for an FMLA if they have completed at least 12 months of service (including prior service within the past seven years) and have at least 1,250 worked hours in the previous 12 months from date of leave request.

- Eligible employees may take up to 12 workweeks of leave in a 12-month period for one or more of the following reasons:

    - The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care, and to bond with the newborn or newly-placed child; **Note bonding/parental leave time must be taken in a continuous block of time within the first year of birth.**
    - To care for covered family member as outline under definitions who has a serious health condition, including incapacity due to pregnancy and for prenatal medical care;

- For a serious health condition that makes the employee unable to perform the essential functions of his or her job, including incapacity due to pregnancy and for prenatal medical care; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.
- An eligible employee may also take up to 26 workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness when the employee is the spouse, son, daughter, parent, or next of kin of the service member. An eligible employee is limited to a *combined* total of 26 workweeks of leave for **any** FMLA-qualifying reasons during the single 12-month period.

Military Leave (Uniformed Services Employment and Reemployment Rights Act- USERRA)

- USERRA applies to individuals who perform duty, voluntarily or involuntarily in the "uniformed services" as set by the USERRA guidelines.
- All full-time, part-time and probationary employees who enlist for up to five (5) years of active duty or who miss work to perform service in the "Uniformed Service" are eligible.

Medical Leave

- Employees that have been employed by Tower Health for more than 90 days for their own serious health condition may be granted for up to 8 continuous work weeks in a rolling 12 month look back period.
- Employees that have exhausted FMLA entitlement may be granted up to a maximum of 12 continuous work weeks of a Medical Leave in a rolling 12 month look back period for their own serious health condition.
- Employees with more than one year of service but less than 1250 worked hours may be granted up to a maximum of 12 continuous work weeks of Medical Leave in a rolling 12 month look back period for their own serious health condition.

Personal Leave

- Applies to all employees with more than 90 days of service

Domestic Violence Leave

- Applies to all employees per PA state law

Civic Engagement Leave

- Applies to all employees per PA state law

Witness and Crime Victim Leave

- Applies to all employees per PA state law

Organ/Bone Marrow Donation Leave

- Applies to all employees per PA state law

DEFINITIONS:

- **Worked Hours:** Hours worked is defined as actual hours worked and does not include non-productive time such as Earned Time Off (ETO), bereavement, holiday, jury duty, etc.

- **12 Month Period/Look Back, Rolling Calendar Year:** 12-month period measured backwards from date the leave is first used.

- **Covered Family Members:**
  - parent (including biological, in-laws, step-parents, foster parents, adoptive parents)
  - child under 18 or incapable of self-care (including biological, adopted, stepchild, foster or legal ward, in loco parentis)
  - spouse, civil union or domestic partner.
  - grandparent (including biological or in-law)
  - grandchild (biological and step-grandchild

PROCEDURE:

Requesting a Leave of Absence:

1. Contact FMLASource or HR to apply for a leave of absence. Contact information for FMLASource can be found on the Tower Health Online Communication Center or at www.fmlasource.com.
2. If the need for leave is foreseeable, the employee is required to provide at least thirty (30) days' notice before the commencement of the leave, unless impractical to do so under the circumstances, in which case notice must be given as soon as possible. If an employee fails to provide thirty days' notice for a clearly foreseeable leave with no reasonable excuse for the delay, the employee's request may be denied, until thirty days after the date on which the employee provides notice of the need for leave.
3. FMLASource will notify the employee of their eligibility, rights and responsibilities, as well as issue any certifications that are required for the leave requested. **Exception - Personal Leaves will be issued by HR and the manager.**
4. The employee is also required to provide the Health Care Provider Certification within fifteen (15) calendar days of receipt of the form. Failure to timely submit a Health Care Provider Certification may result in the denial of leave and/or delay/denial of protected job entitlement.
5. If an absence is denied leave and the employee does not qualify for any leave options, the employee may be subject to corrective action up to and including termination.
6. In the event of an incomplete medical certification, the employee must return the completed form within seven (7) days of requests for clarifications or additional information. Failure to do so will result in a denial of leave.
7. The employee will receive a Designation Notice form within five (5) business days of receipt of the Healthcare Provider Certification form or other documentation as requested by FMLASource for leave. The designation notice will indicate approval/denial or if additional information is needed. Copies of this notice will also be sent to HR and the direct manager.
8. If an extension is needed beyond the designated period, the employee is required to contact FMLASource to apply for an extension. If the leave is for a medically necessary reason, the employee is required to provide additional certification from a health care provider, as soon as the employee learns of the need for continued leave.

9. If the employee exhausts all available leave entitlement, the employee is subject to voluntary termination.
10. If an employee fails or refuses to return to work upon the completion of a leave of absence and/or after having been certified capable of returning to work, the employee will be deemed to have voluntarily abandoned his or her employment.

Requesting a Personal Leave

1. Duration of a personal leave will be at the sole discretion of Tower Health based on the departments needs and on case by case bases.

2. The employee or manager can contact HR Department for the form. The employee or manager must complete Sections 1 & 2 of the Personal Leave Request form.

3. The Personal Leave request form needs to be reviewed and approved by both the employees' direct manger and the departments' Director/Vice President (section 3).

4. Once Section 3 approvals have been completed by department management, the form needs to be sent to Human Resources for final review/ approval/ processing.

5. Notification of Approval/Denial will be issued to the employee & manager by Human Resources.

Pay & Benefits While on Leave

1. All benefits elected by the employee may continue while the employee is on an approved leave provided required contributions are made.

2. If the employee continues to receive compensation from Tower Health while on leave, any required employee contributions for coverage will continue to be deducted.

3. If the employee is not receiving compensation, the employee is required to remit directly to the Human Resources Department any contributions that would normally be paid as an active employee. Failure to remit payments on time may lead to termination of benefits. At which time COBRA will be offered.

4. For the employees on an **approved** leave of absence for their own serious medical condition are required to use IPT and it will start from the first day of the approved leave, unless the leave is paid through Workers Compensation. After exhausting all available IPT, employees have the option to use ETO or unpaid time.

    a. If medical necessity is not certified by an employee's health care provider, any IPT paid is required to be deducted from available ETO.

5. For employees on an **approved** leave of absence other than for their own medical condition can use ETO or have the option to take unpaid time.

6. Bonding time is not considered a serious health condition and employees will be required to use ETO or Unpaid time

7. Employees may use IPT (up to a maximum of 6 weeks) on a continuous basis due to the adoption/foster care placement of a child or parental leave if the leave is approved by FMLASource.

8. Holiday time will be paid or banked during an approved leave of absence.

9. Earned Time Off (ETO) and Income Protection Time (IPT) will not accrue during unpaid leave.

Return to Work from Leave

1. Employees returning from an FMLA leave will be reinstated to their same job or to an equivalent job with equivalent status and pay. If an employee exhausts all available FMLA leave and continues a leave beyond the FMLA period, the employee's reinstatement is not guaranteed and will depend on the operational needs of Tower Health.
2. Employees returning from leave because of the employee's own serious health condition must provide certification of their ability to return to work. If an employee has restrictions or accommodation request, this must be reviewed and approved by Human Resources or Employee Health Services prior to returning to work.
3. If the employee does not contact their manager or return to work as scheduled, we may consider the employee to have voluntarily resigned their position. Employees should notify their manager before their expected return to work.
4. Medical & Personal Leave are non-job protected leaves. Reinstatement to an employee's position, an equivalent position, and/or any position for which the employee is qualified is not guaranteed and will depend on the operational needs of Tower Health.

Military Leave Return to Work

1. Additionally, employees returning from a military LOA within five (5) years (six (6) years (under certain circumstances) shall be credited with time spent in the military for purposes of work seniority and establishing vacation time.
2. Employees who perform and return from the service, and are still qualified to perform the duties of their former position, and who apply for re-employment within the specified timeframe, will be reinstated (with limited exception noted in this policy) to a position that the employee would have attained with reasonable certainty if employment had not been interrupted by military service, the former position, or to a position of like seniority, status, and pay depending on the employee's period of military service.
3. Employees returning from the military service must show their military discharge papers.
4. Employees are eligible for reinstatement if they satisfy the following conditions:
    i. Employee must provide oral or written notice in advance of the leave, unless giving notice was prevented as described above
    ii. Employee must be honorably discharged
    iii. Employee must have no more than five (5) cumulative years of military service while employed by Tower Health
    iv. Employee must be qualified to perform the essential functions of the job with or without a reasonable accommodation
    v. Employee must give timely notice of the employee's intent to return to work as described below

vi. There must have been no change in Tower Health's circumstances that makes reemployment impossible or unreasonable
vii. Employees must make a timely request for reemployment to qualify for reinstatement:
    - ❖ Not later than the beginning of the first full, regularly-scheduled work period on the first full, calendar day following the completion of the service for service periods of 30 days or less.
    - ❖ Within 14 days of completion of military service if service was between 31 and 179 days.
    - ❖ Within 90 days of completion of military service if service lasted longer than 180 days.
    - ❖ Service members convalescing from injuries received during service or training may have up to two (2) years from the date of completion of service to return to their jobs or apply for reemployment.

General Leave Guidelines

Employees on an unscheduled absence for more than 7-calendar days for their own health condition is required to apply for a leave of absence with FMLASource

If an employee is on an unscheduled absence for more than 7-calendar days, has not applied for a leave and/or all leave requested are denied, this unscheduled absence may be considered an unauthorized leave. An employee on an unauthorized leave may be subject to discipline actions up to and including termination.

Bonding/parental leave time must be taken in a continuous block of time within the first year of birth.

Tower Health may prohibit working for another employer while on leave in a position with equivalent job functions you perform for Tower Health. Such outside employment may result in corrective action up to and including immediate termination.

A recertification may be required, on a periodic basis, for an employee's continuing need for medical leave.

Intermittent and Reduced Schedule Leaves

Intermittent or reduced schedule leaves are not permitted under a Medical or Personal Leave of Absence.

Employees on an approved Intermittent FMLA must follow their departments' normal call off procedure as well as report all intermittent time to FMLASource within 48 hours. Failure to report your time to FMLASource within 48 hours could result in time not being counted toward your FMLA entitle and/or corrective actions up to and including termination.
If the employees approved request for intermittent FMLA LOA is for undergoing planned medical treatment(s) or follow-ups, Tower Health requires a two-week notice for foreseeable absences or

lateness's, unless impractical to do so under the circumstances, in which case notice must be given as soon as possible. If an employee fails to provide proper notice for a clearly foreseeable lateness or absence with no reasonable excuse for the delay, the employee's may be subject to corrective action up to and including termination.

If the employee approved intermittent FMLA LOA is for undergoing planned medical treatment(s), Tower Health may temporarily transfer the employee to another equivalent status position with equal pay and benefits to better accommodate the leave. In the case of planned medical treatment for the employee's serious health condition, the employee is required to make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of Tower Health.

GUIDELINE:

PROVIDER PROTOCOL:

EDUCATION AND TRAINING:

REFERENCES:
The Leave of Absence policy is integrated with the Paid Leave Policy and Short Term and Long Term disability Program.

For additional information about FMLA Guidelines or FMLASource please contact your HR Department.

COMMITTEE/COUNCIL APPROVALS:

CANCELLATION:
The content of this document supersedes all previous policies/procedures/protocols/guidelines, memoranda, and/or other communications pertaining to this document.

VENDOR/INDUSTRY RELATIONSHIPS AND INTERACTIONS

Date Approved by GMEC: July 24, 2020
Original Policy Date: May 19, 2019
Revisions: July 22, 2020

ACGME STANDARDS

In accordance with Section IV.K of the ACGME Institutional Requirements, the Sponsoring Institution must have a policy that addresses interactions between vendor representatives/corporations and residents, fellows and each of the Institution's ACGME-accredited programs.

SCOPE

This Vendor/Industry Relationships and Interactions Policy applies to all graduate medical education programs sponsored by Tower Health (each a "**Program**" or "**GME Program**"), Program Directors and residents and fellows participating in a GME Program (individually a "**Resident**" and collectively "**Residents**").

DEFINITIONS

"**Gift" or "Gifts"** as used in this Policy, means an item or service for free or for less than fair market value. Gifts include, but are not limited to: cash and cash equivalents, food, tickets to sporting events or other entertainment, discounts, travel, lodging and other items, products, services or subsidies.

"**Vendor**" means an organization or company involved in the sale of products and/or services within the healthcare industry including, but not limited to: pharmaceutical companies, medical device manufacturers and biotechnology companies.

POLICY

A. *General*

Residents participating in GME Programs shall interact with Vendor representatives/corporations in an ethical manner and avoid conflicts of interest or the appearance of a conflict of interest. All Residents are subject to, and shall comply at all times with, Tower Health's Conflict of Interest Policy, available on Tower Health's intranet site. Failure to comply with the Tower Health Conflict of Interest Policy may result in disciplinary action, up to and including termination of employment. If a Resident is uncertain whether a circumstance poses a conflict of interest, the situation should be discussed with his/her Program Director or may be reported to the Office of Graduate Medical Education ("**Office of GME**").

B. *Gifts*

Residents and immediate family members of Residents may not accept gifts from Vendors or Vendor representatives. Program Directors may accept gifts on behalf of a Program only if the gift meets the standards set forth in AMA Code of Medical Ethics, Opinion 9.6.2, "Gifts to Physicians from Industry" (www.ama-assn.org/go/ethicalgifts) and is in compliance with the Tower Health Conflicts of Interest and Physician Vendor interactions policies. Residents shall be provided a copy of AMA Opinion 9.6.2 during orientation, for reference purposes. "Immediate family member" of a Resident includes a Resident's spouse, parents and stepparents, children/stepchildren, siblings/stepsiblings; in-laws (father, mother, son, daughter, brother and sister), grandparents/children.

C. *Vendor Representatives*

Vendor representatives are prohibited from entering Tower Health hospitals and facilities without an invitation from an attending physician or Tower Health administrator. The time, place, and purpose of any Vendor interaction with a Resident or Residents must be clearly defined and approved by the Program Director. Vendor interactions with Residents shall serve an educational and/or patient care purpose and shall not be conducted during a time that negatively impacts patient care. Except as specifically approved by the Program Director in writing, Vendors may not provide meals to Residents, even if a proposed meal is accompanied by an educational session. Evening educational sessions can be arranged with the prior approval of the Program Director.

REFERENCES/ASSOCIATED TOWER HEALTH POLICIES

- AMA Code of Medical Ethics, Opinion 9.6.2: Gifts to Physicians from Industry
- Tower Health Policy on Conflicts of Interest

VACATION AND LEAVE POLICY

Date Approved by GMEC: July 24, 2020
Original Policy Date: May 19, 2019
Revisions: July 17, 2020

ACGME STANDARDS

In accordance with Section IV.G of the ACGME Institutional Requirements, the Sponsoring Institution must have a policy for vacation and other leaves of absence, consistent with applicable laws. The policy must ensure that each of its ACGME-accredited programs provides its residents/fellows with accurate information regarding the impact of an extended leave of absence upon criteria for satisfactory completion of a program, and the resident/fellow's eligibility to participate in examinations by the relevant certifying board(s) (each a "**Board**").

SCOPE

This Vacation and Leave Policy applies to all graduate medical education programs sponsored by Tower Health (each a "**Program**" or "**GME Program**") and resident and fellows participating in a GME Program (each a "**Resident**" and collectively "**Residents**").

POLICY

A. *General*

Vacation, sick leave, bereavement leave and other leave benefits are provided to each Resident consistent with the terms of this Policy. Benefits available to a Resident are additionally governed by the policies (including terms and conditions) of the Resident's employer as well as the terms of the Resident's agreement of appointment.

Programs shall have policies, consistent with this Policy, that allow a Resident unable to perform patient care responsibilities to take an appropriate leave of absence and sets forth the procedures for requesting vacations and leave. Programs shall have procedures in place to ensure coverage of clinical duties in the event of a Resident's absence. Program policies shall be implemented in a manner that supports the need for Resident vacations and leave, without fear of negative consequences for a Resident unable to provide clinical work.

B. *Vacation*

Resident vacations are necessary to ensure Resident well-being and to support patient safety. All Programs shall allow and are expected to support Resident vacations. First year and second year Residents (PGY-1 and PGY-2) receive fifteen (15) vacation days during the academic year. Residents considered third-year Residents (PGY-3) or above receive twenty (20) vacation days in each academic year. Residents seeking to take vacation shall submit a vacation request in advance to his/her Program Director, with such notice to the Program as required by Program policy. Vacation days may be used by a Resident if approved by the Program Director. Unused vacation days may not be carried over to the next academic year. Residents shall not receive

reimbursement or payment for unused vacation days. Residents shall seek to use vacation in one-week increments, to allow for adequate Resident rest and planning by the Program.

C. *Holidays*

Tower Health and Resident employers recognize, at a minimum, the following six (6) paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Residents may not always receive holidays off from work. A Resident who is required to work on a holiday will be granted time off, at a separate time, consistent with his/her individual Program policy. A Resident shall contact his/her Program Director to make arrangements to observe additional holidays specific to the Resident's religion.

D. *Sick Leave*

Provision of sick leave is governed by the policies of the Resident's employer, provided that all Residents shall receive a minimum of five (5) days of paid sick leave during each academic year. Unused sick leave may not be carried forward to the next academic training year. Residents shall not receive reimbursement or payment for unused days of sick leave. Residents shall adhere to individual Program sick leave policies and requirements.

E. *Bereavement Leave*

Residents may take up to three (3) days of paid leave in the event of the death of an immediate relative/family member and one (1) day of paid eave in the event of the death of a non-immediate relative/family member. For purposes of this Policy, and as defined by the Tower Health Bereavement Policy, "immediate relative" means parent, child, spouse, or sibling or immediate in-law relatives, and "non-immediate relative" means grandparent, aunt, uncle or extended relative. A Resident who experiences a death of an immediate or non-immediate relative/family member should notify his/her Program Director as soon as possible to arrange his/her bereavement leave.

F. *Leaves of Absence*

An unpaid leave of absence (a "**Leave of Absence**") may be granted to a Resident at the discretion of his/her Program Director. To the maximum extent permitted by the circumstances, a Leave of Absence shall be planned in advance by a Resident with his/her Program Director. A request for a Leave of Absence must be submitted in writing by a Resident seeking the Leave of Absence, in accordance with Program policy, and shall include the reason for the requested Leave of Absence, dates for the requested Leave, expected return date and such additional information as required or requested by the Program Director.

Leaves of Absence may impact a Resident's training and the Resident's ability to meet ACGME, Board and Review Committee requirements. It is essential that a Resident seeking a Leave of Absence work closely with his or her Program Director to request a Leave of Absence.

The Program Director, based on Program requirements and Board policies for the specialty, shall provide the Resident with accurate information regarding the impact of a proposed extended Leave of Absence, both for completing the Program and with respect to the Resident's eligibility to participate in specialty Board examinations. Program Directors shall inform a Resident seeking a Leave of Absence if, based on the written request, training must be made up either to satisfy Review Committee or Board requirements or to satisfy Program requirements, as determined by

and in the discretion of, the Program Director. Extended Leave periods are generally not available to PGY-1 Residents. If a Leave of Absence is granted during a Resident's PGY-1 year, the Resident may need to extend his/her PGY-1 training.

During an extended Leave of Absence, the Resident must keep the Program appraised of his/her status and plans periodically, and in a timely fashion, to allow the Program to schedule rotation assignments. A Resident returning from a Leave of Absence shall notify the Program Director in advance of returning, to confirm arrangements for return to active status, including to obtain rotation information. It is the responsibility of the Resident to provide notice to the Program Director in advance of returning, in accordance with individual Program guidance.

A Resident with an absence that extends beyond six (6) months will be required to reapply for admission to his/her Program, should the Resident wish to resume his/her training.

G. *Family Medical Leave*

Under the Family Medical Leave Act ("**FMLA**") Residents who have been employed within Tower Health or at a program site for at least twelve (12) months are eligible for FMLA benefits. Eligible Residents are entitled to up to twelve (12) weeks of unpaid FMLA leave for eligible family and medical reasons: to care for the employee's child after birth, adoption or placement with the employee for foster care; to care for an immediate family member (the employee's spouse, son, daughter or parent) with a serious health condition or due to a serious health condition that prevents the employee from being able to perform the essential functions of his/her job.

FMLA Leave is in addition to paid vacation or sick Leave. Residents returning from FMLA Leave may be required to complete missed rotations in order to become Board eligible or satisfy Program requirements.

REFERENCES/ASSOCIATED TOWER HEALTH POLICIES

– Tower Health, Human Resources: Bereavement

FACILITY: Tower Health		
MANUAL: Human Resources		**FOLDER:**
TITLE: Behavior and Performance Expectations		**DOCUMENT OWNER:** Vice President Human Resources
DOCUMENT ADMINISTRATOR: SVP, Chief Human Resources Officer		**KEYWORDS:** Discipline, Dress Code, Service Recovery, Termination, Corrective Action
ORIGINAL DATE: January 1, 2019	**REVISION DATE(S):** February 3, 2019, March 3, 2019, August 1, 2019, January 1, 2020	

SCOPE:
Brandywine Hospital, Chestnut Hill Hospital, Jennersville Hospital, Phoenixville Hospital, Pottstown Hospital, Reading Hospital (including Reading Hospital Rehabilitation at Wyomissing), and Tower Health Medical Group, Tower Health Partners Tower Health at Home and Tower Health Urgent Care collectively known as Tower Health

PURPOSE:
This policy is intended to set and communicate employee behavior and performance expectations. To enable us to stand out from other healthcare systems, recognized by its patients as the premier provider of healthcare services locally and nationwide. Nothing contained in this Policy is meant to create a contract or condition of employment with any of the listed entities.

POLICY:
As an employee of you are expected to demonstrate behaviors and performance in a manner consistent with the standards outlined below. Any behavior or performance that, as deemed by Tower Health, falls outside of these standards may be subject to corrective action.

BEHAVIOR & PERFORMANCE EXPECTATIONS

BEHAVIOR EXPECTATIONS

Professionalism: As employees we belong to a health system where success is defined as serving the interests of the community, including staff and patients. Regardless of their position, employees are expected to conduct themselves as professionals at all times. The expectation is that employees will demonstrate the skill, good judgment, and polite behavior that the public expects from a high-quality healthcare institution. By adhering to a professional standard, we will earn a reputation for providing compassionate, quality care from our patients, staff and the community.

Professionalism includes, among other things, integrity, courtesy, honesty, safety and willing compliance with the highest ethical and performance standards. Professionalism fosters respect and trust among patients, staff and the community. Employees should remember that

they're always "on stage" and that every interaction with someone either makes it more or less likely that a person wants to receive care from or work for Tower Health.

To keep Tower Health's commitment to its patients, staff and the community, Tower Health expects employees to demonstrate behaviors consistent with the following standards:

1) **General Behavior/Demeanor:** At all times while at work, employees will conduct themselves professionally with the highest regard for all people with whom you come in contact. From the top to the bottom, everyone plays a critical role that is vital to the success of the health system. All employees are expected to treat each other consistent with the philosophy of "treat others as you wish to be treated in return". Keeping this philosophy in mind

   Employees are expected to;
   - treat others with respect;
   - respect the individualism, privacy, and confidentiality our patients, their families and our co-workers deserve;
   - greet people with a hello and smile;
   - be polite, respectful and professional to everyone regardless of their relationship, position, culture or background;
   - escort people who are lost to their destination;
   - demonstrate an attitude of compassion, empathy, and respect for all people;
   - use appropriate language, tone, gestures and volume at all times;
   - do our best each day;
   - represent Tower Health in a positive manner;
   - Be personally accountable for their work and actions and behave in a way that does not negatively impact their team and department.

2) **Communication:** Tower Health expects its employees to use professional and appropriate communication (verbal, non-verbal, written & electronic) at all times. Employee communication, in all forms, should promote professionalism, courtesy, respect, quality, safety, honesty, accountability. This includes the use of appropriate tone, language, gestures and emotional control during verbal communication so that people feel respected and treated in a positive manner. Through the consistent use of professional communication, employees will earn respect and trust from co-workers and patients.

   Tower Health expects employees to establish relationships of functional trust with others that is built on mutual respect regardless of job title, education level, or other differences that may exist. Employees are also expected to actively participate in maintaining a harassment-free workplace by modeling professional communication. A professional work environment is the result of individual accountability to upholding these standards.

3) **Professional Image, Dress & Grooming:** Each employee is expected to dress neatly and be clean in appearance, including being free from offensive odor. Dress & grooming should reflect a clean and neat appearance, and promote the expectation of pride and professionalism.

   Departments, involving direct patient contact or other environment issues may have additional dress requirements that address safety and hygiene concerns. Managers of non-clinical areas have the discretion to establish reasonable, specific dress standards for their departments.

   ****Badges**** -- Badges are to be worn on outer clothing, free from obstructive stickers, pins, etc. Employees must have their Photo ID and it must be legible and visible at all times.

4) **Compliance with Policy/Procedures:** Each employee has a responsibility to learn and comply with all of Tower Health's policies that affect them. Employees are also expected to comply with directives given them by their supervisor/manager (as long as they do not violate policy or general ethical standards). If an employee has a good faith conflict or question regarding a directive or policy, that employee should bring it to the attention of their supervisor or manager to resolve any issues prior to a breach.

5) **Integrity – Honesty – Ethics:** Tower Health expects employees to demonstrate the highest standards of personal integrity, truthfulness, and honesty under any and all circumstances. This includes the expectation to protect confidential information from inappropriate use. If employees are not sure whether something is confidential, they should ask their manager. Employees will also avoid engaging in gossiping, back-biting, and blaming; and will address conflict in a respectful and direct manner.

6) **Safety:** Tower Health employees are expected to conduct themselves in a manner where the safety of their patients, co-workers and themselves are given high priority. Employees should take a reasonable amount of time to follow safety protocols and pay attention to detail. This includes clear communication as well as having a good-faith "questioning attitude." If an employee isn't clear or doesn't know something, that employee is expected to find and ask someone who does. Additionally, employees will help maintain a clean, safe, and quiet environment for our patients, families, and each other.

7) **Compassion:** Tower Health believes that every encounter with another person is an opportunity for kindness. Employees are expected to demonstrate compassion and empathy for patients and co-workers regardless of their social, economic or educational status. Tower Health treats people, not illnesses. This includes saying "please," "thank you" and "excuse me." Also, employees may use the power of human touch, when

appropriate, to deliver comfort and care. Employees are expected to keep patients comfortable, safe and informed as part of “ordinary care.”

8) **Service Orientation:** Employees are expected to listen, apologize and respond with empathy when patient expectations aren’t met or exceeded. Employees are expected to be proactive in making amends even in difficult situations. Where possible, employees should anticipate and correct problems before they become complaints.

   Service Recovery Expectation/s: Employees are expected to:
   - use AIDET when interacting with patients and customers;
   - use the HEART or ACT approach when engaging in service recovery;
   - listen to patients' concerns and not make excuses or place blame on others;
   - apologize for problems or inconveniences, even if the employee is not at fault;
   - thank patients for sharing their concerns, and the chance to meet their expectations in the care that we provide;
   - reassure the patient that the employee will work to resolve the patient’s issue, or find someone who can;
   - communicate patient concerns to the supervisor, or manager; or follow up to ensure the customer's concern has been addressed;
   - courteously involve patients in decisions affecting care, to include offering alternatives and suggestions to meet/exceed patient expectations;
   - thank patients for waiting and apologize if there are delays in responding or providing care

9) **Adaptability:** Employees are expected to be open and prepared for changes to their jobs by exhibiting flexibility when confronted with an uncertain situation. Unless extraordinary circumstances arise, employees are expected to accept additional responsibilities as necessary and directed.

   Employees are also expected to professionally work with, and provide care to, people of different cultures and backgrounds.

10) **Stewardship:** Employees will also utilize and preserve Tower Health equipment, materials, and property in a financially responsible manner which will help Tower Health meet annual operating budgets and financial targets. Employees will also serve as stewards of each other, our patients, and families according to the standards of care identified by each entity.

11) **Use of Tower Health & Personal Property:** Employees should only use property, personal and Tower Health, that they have authorization to use and in a manner consistent with the property’s intended use. Employees should follow user rules and guidelines for the safe and responsible use of all property. Personal property, such as cell-phones and other personal devices, may be used with professionalism, courtesy

and discretion so as not to interrupt or delay patient care, work flow or project a negative image of Tower Health service expectations.

For more specific details regarding use of Tower Health and personal property, employees should refer Policy Manager.

PERFORMANCE EXPECTATIONS

Tower Health has established standards where the focus is on creating an excellent experience for everyone who comes in contact with Tower Health. This experience is created when we, as individuals, perform our duties at a high level across the health system. As with Professionalism, regardless of their position employees are expected to perform their duties to the best of their abilities at all times. By performing our duties at a high level, we will earn a reputation for providing compassionate, quality care from our patients, staff and the community.

Characteristics of a high performing employee include, among other things, personal and system accountability, good attendance, productive use of time, accuracy of work and a positive and cooperative demeanor.

Demonstrating a high level of performance elevates the expectations and performance of those around you.

To keep Tower Health's commitment to its patients, staff and the community, Tower Health expects employees to demonstrate behaviors consistent with the standard of care as identified by each entity. Additionally, employees are expected to demonstrate behaviors consistent with the following standards:

1) **Accountability:** Employees are accountable for contributing to team, department, organization and system performance in a respectful, team-oriented, productive, professional, and constructive manner. Employees are responsible for promoting teamwork, helping to create team ownership, and establishing and maintaining healthy and constructive relationships with coworkers. Employees are also responsible for being competent in their position and for performing their work in a safe, accurate, productive, financially responsible, and high quality manner.

2) **Attendance:** Unless emergency circumstances exist, all employees are expected to follow their department's policy/protocol for reporting that they will be absent or late. In absence of a department policy/protocol, employees are expected to verbally notify their supervisor [or designated person] if they will be absent or late.

   All employees are expected to request leave in advance when possible, in accordance with Tower Health leave of absence policy.

Upon reporting to and leaving work or upon leaving the work premises for personal business, non-exempt employees are required to swipe their own ID badge at the time-clock closest to their work area. This attendance standard (where applicable) also applies to employees who are authorized to utilize timestamp via a computer.

Although exempt employees are not required to swipe upon reporting to and leaving work, exempt staff are required to report to work on time, work their assigned schedule, and to work additional hours as necessary to complete assigned responsibilities.

3) **Productivity:** Employees are expected to be fully engaged in their work while on paid time. Employees are expected to (this list is not all-inclusive):

- complete assignments;
- meet deadlines;
- ask for assistance when necessary;
- assist others with information and resources;
- unless circumstances prohibit, accept unanticipated overtime requests;
- use of technology appropriately and efficiently;
- be prepared for as well as start and end meetings on time;
- avoiding behavior that keeps others from completing their work;
- help find solutions to problems;
- minimize conducting personal business while at work;
- to perform to the best of their abilities

Please note that this list does not limit a manager from determining what they perceive to be unproductive activity

4) **Attitude:** Employees are expected to demonstrate a respectful, professional, and constructive attitude in the following ways (this list is not all-inclusive):

- Be friendly and cooperative while performing duties. If an employee has a concern about an instruction given, they should, in an appropriate manner, ask for clarity or request an opportunity to discuss their concern with their manager, or next level manager if necessary, at an appropriate time/place.
- Communicate appropriately, as outlined in the Behavior expectations, with everyone with whom you come in contact.
- Greet people with a smile and genuine caring.
- Share ideas that are constructive and intended to improve a process, the work environment or the patient or employee experience
- Treat patients and families with respect, compassion, and appreciation for choosing Tower Health to receive care.
- Treat others as they wish to be treated in return.

GUIDELINES FOR A BREACH OF TOWER HEALTH BEHAVIOR OR PERFORMANCE EXPECTATIONS RESULTING IN CORRECTIVE ACTION OR TERMINATION FROM EMPLOYMENT

PURPOSE: Tower Health anticipates that employees will conduct themselves in a manner consistent with the Behavior and Performance Expectations Policy previously outlined. In most circumstances, if an employee is not meeting expectations, that employee is entitled to timely, constructive and appropriate feedback from their manager. Employees are also entitled to an opportunity and support from their manager to correct the deficiency through the identification of performance and behavior deficiencies, clarification of expectations and when necessary the creation and carrying out of an improvement plan.

PLEASE NOTE: The Behavior and Performance Expectations policy is not an attempt to address every employee behavior or performance issue possible. Tower Health expects employees to use sincere, well-reasoned, informed and professional judgment when making behavior and performance decisions. In the event something is unclear, seek clarity before acting. Employees choosing to act on willful ignorance, bad faith, or who attempt to "game" any policy are an impediment to Tower Health reaching its goals and will be subject to corrective action.

GUIDELINES FOR CORRECTIVE ACTION: Managers should approach corrective action in an objective and reasonable manner. The purpose of corrective action is just that – a course correction for behavior or performance. The following are some tools and options managers may use to support an employee in their effort to meet expectations.

Performance issues will be addressed through progressive style discipline process. In these situations, a "Corrective Action Document" may be issued to the employee that details the problem, as well as the changes that must be made to correct the issue

In ascending order of severity, managers may use the following Corrective Action Documents based on their evaluation of the situation:

Documented Counseling

1st Written Warning

Final Written Warning

The following additional tools may be used as substitutes for, or in conjunction with, Corrective Action Documents.

- Documented coaching or counseling;
- Performance Improvement Plan (PIP);
- Probationary Period;
- **Suspension from work.

Most situations will involve a combination of ascending corrective action documentation and the additional corrective action tools listed above.

**There may be performance, conduct or safety incidents so problematic and harmful that the most effective action may be the immediate removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Tower Health knows that no employee likes to hear that they are not meeting expectations. However, employees should understand that although they may have a different opinion than their manager, it is the manager's duty to form an assessment of all employee behavior and performance. A manager's assessment should include an evaluation of the seriousness of the behavior/performance issue, the context, the employee's history of discipline or prior coaching or counseling, length of service and overall work record. A manager's good faith assessment of an employee's performance and behavior will be given significant weight in the event that a corrective action decision is reviewed.

Managers are expected to model professionalism throughout this process and preserve the dignity of an employee who may be experiencing a difficult time professionally or personally. Employees are entitled to be treated fairly, reasonably and courteously, even if the employee's performance or behavior may not be aligned with Tower Health expectations.

Expiration of Corrective Action: Employees may wonder how long a corrective action of any kind may be used "against" them for possible future performance/behavior issues. As stated earlier, a manager's assessment of an employee's performance/behavior should include a review of past corrective actions, including Performance Documents. For attendance issues actions that are more than 9 months old will generally not be considered for future corrective action or assessment purposes. However, past performance or Behavior issues, depending on the egregiousness, frequency, or other reasonable factors, may be considered regardless of the date of the previous corrective action. Managers should engage Human Resources to review past corrective actions and the impact, if any, on a current performance situation.

GUIDELINES FOR CORRECTIVE ACTION LEADING TO DIRECT TERMINATION: The most serious measure in the Behavior and Performance Expectations Policy is a recommendation to terminate employment. Tower Health will generally try to engage corrective action in a progressive manner by first providing first written warnings, second written warning then a final written warning and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Tower Health reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or corrective action.

This list is not exhaustive but it does contain examples of incidents that may result in accelerated or immediate termination from employment:

- Incidents or behavior related to theft, dishonesty (direct or by omission) or fraud of any kind, including manipulating any Tower Health policy in order to benefit themselves at the detriment or potential detriment of others or the health system;
- Workplace violence, threats, abuse/misuse of Tower Health property, harassment, intimidation, indecent behavior, possession of weapon or bullying;
- Accessing or disclosing confidential information (health system, employee or patient);
- Reporting to work under the influence or with an illegal substance present in system;
- Belligerence or refusal to perform duties as directed by supervisor/manager;
- Flagrant disregard of law, Tower Health policy, rules, processes and regulations;
- Any behavior or performance management merits termination from employment, to include pervasive performance issues with an individual employee;
- Failing to comply with licensure and certification requirements;
- Sleeping while on duty;
- On or off-duty conduct which may damage the reputation of Tower Health including conduct that may result in adverse publicity to Tower Health or conduct that brings an employee's trustworthiness into question;
- Any action resulting in a criminal offense which may make an employee unsuitable for employment as deemed by management.
- Violations of Information Security and/or Privacy Policies or Procedures

Management's recommendation to terminate employment must be approved by Human Resources. Any exceptions to this policy must be approved by either the SVP/Chief Human Resources Officer, Executive Vice President, or Chief Operating Officer.

Nothing in this policy provides any contractual rights regarding employee corrective action or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Tower Health and its employees.

Medical Staff who fail to comply with Tower Health Policies and Procedures and or any state or federal laws will be subject to corrective action as outlined in the medical staff bylaws, rules and regulations. All concerns will be shared with CMO or Chief of staff.

DEFINITIONS:

PROCEDURE:

GUIDELINE:

PROVIDER PROTOCOL:

EDUCATION AND TRAINING:

REFERENCES:
Corrective Action / Warning Notification / Progressive Discipline Form

COMMITTEE/COUNCIL APPROVALS:

CANCELLATION:
The content of this document supersedes all previous policies/procedures/protocols/guidelines, memoranda, and/or other communications pertaining to this document.

MOONLIGHTING POLICY

Date Approved by GMEC: August 10, 2020
Original Policy Date: May 19, 2019
Revisions: July 31, 2020

ACGME STANDARDS

In accordance with Section IV.J.1 of the ACGME Institutional Requirements, the Sponsoring Institution must have a policy on moonlighting. In accordance with the Requirements, residents/fellows must not be required to engage in moonlighting and residents/fellows must have written permission from their Program Director to moonlight. ACGME-accredited programs are required to monitor the effect of moonlighting activities on a resident's/fellow's performance in the program, including that adverse effects may lead to withdrawal of permission to moonlight. The Sponsoring Institution or individual ACGME-accredited programs may prohibit moonlighting by residents/fellows.

SCOPE

This Moonlighting Policy applies to all graduate medical education programs sponsored by Tower Health (each a "**Program**" or "**GME Program**"), Program Directors and residents and fellows participating in a GME Program (individually a "**Resident**" and collectively "**Residents**").

DEFINITIONS

"**Moonlighting**," "**Moonlight**," and all forms of these words, mean voluntary, compensated, medically-related work, performed beyond a Resident's clinical experience and education hours, additional to the work required for successful completion of a Program. Moonlighting may be "External" or "Internal":

> "**External Moonlighting**" means voluntary, compensated, medically-related work performed outside the institution where the Resident is in training, or at any of its related participating sites. (i.e., outside Tower Health or any of Tower Health's participating sites).
>
> "**Internal Moonlighting**" means voluntary, compensated, medically-related work that is not related to training requirements performed within the institution in which the Resident is in training or at any of its related participating sites. (i.e., performed within Tower Health or at any of its related participating sites).

POLICY

A. *General*

Programs shall establish and maintain Program-specific policies governing Moonlighting by Residents, which policies shall be consistent with this Policy and with additional Tower Health graduate medical education policies. Programs may prohibit Moonlighting or, if not prohibited, may set eligibility requirements and specific limits on the frequency of Moonlighting, which may vary by training level.

Moonlighting is only permitted if authorized in writing by the Resident's Program Director. In no event shall Residents be required to engage in any form of Moonlighting. Moonlighting shall not interfere with the ability of a Resident to achieve the goals and objectives of his/her Program, must not interfere with the Resident's fitness for work and shall not compromise patient safety. PGY-1 Residents and Residents with J-1 visas are not permitted to Moonlight. Residents shall not Moonlight while on call for a GME Program.

B. *Request to Moonlight*

Permission to Moonlight by a Resident must be granted in writing by the Resident's Program Director. A Resident seeking to Moonlight shall submit a written request to his/her Program in accordance with Program specific policies, which may require submission of the written request through the use of a designated Moonlighting request form. The request shall identify the location for the proposed Moonlighting, anticipated schedule (number of shifts and hours per week), Moonlighting responsibilities/activities and such additional information as may be requested or required by the Program Director. The request to Moonlight and, if approved, documentation of approval, shall be maintained in the Resident's record and provided to the Tower Health Office of Graduate Medical Education (the "**Office of GME**"). The Office of GME will maintain a list of Residents approved to Moonlight.

C. *Licensing and Professional Liability Insurance*

Moonlighting shall be conducted by the Resident in compliance with applicable State and federal laws and regulations. All Residents engaged in Moonlighting shall hold a license without restriction or an interim limited license and have professional liability insurance coverage in compliance with Pennsylvania Board of Medicine requirements.

For External Moonlighting activities, it is the responsibility of the facility hiring the Resident to verify that the Resident is appropriately licensed or otherwise legally permitted to practice medicine. The Resident and hiring facility must further assure that adequate professional liability coverage is provided for the Resident's services and shall independently determine whether the Resident has the appropriate training and skills to carry out assigned duties.

For Internal Moonlighting, the Resident and Program Director shall obtain permission from the appropriate hospital administrator for Internal Moonlighting activities. Residents engaged in Internal Moonlighting should be supervised by appropriately privileged and qualified physicians to the extent required by the Medical Staff bylaws of the applicable Tower Health site.

D. *Work Hours*

All time spent by Residents in Internal or External Moonlighting shall be counted toward the ACGME work hour limits and work hour limits and conditions set forth in Tower Health Office of Graduate Medical Education policies. Residents approved to Moonlight must report all time spent Moonlighting through New Innovations, as further set forth in the Tower Health, Office of Graduate Medical Education: *Policy on Work Hours*.

E. *Monitoring and Discipline*

Each Program must monitor the performance of Residents who engage in Moonlighting activities. The Resident's Program Director may withhold or withdraw a Moonlighting approval at any time.

Residents in violation of this Moonlighting Policy may face disciplinary action, up to and including Dismissal from their Program.

REFERENCES/ASSOCIATED TOWER HEALTH ACGME POLICIES

– Tower Health, Office of Graduate Medical Education: Policy on Clinical And Educational Work Hours

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Graduate Medical Education

NON-COMPETITION RESTRICTIONS

Date Approved by GMEC: August 10, 2020
Original Date: May 19, 2019
Revisions: July 14, 2020

ACGME STANDARDS

In accordance with Section IV.L of the ACGME Institutional Requirements, the Sponsoring Institution must have a policy which states that neither the Sponsoring Institution nor any of its ACGME-accredited programs will require a resident/fellow to sign a non-competition guarantee or restrictive covenant.

SCOPE

This Policy on Non-Competition Restrictions applies to ACGME-accredited graduate medical education programs sponsored by Tower Health (each a "**Program**"), Program Directors and to the Tower Health graduate medical education administration.

POLICY

Residents/Fellows are not subject to the non-competition provisions included in the Tower Health Employee Physician Handbook.

Neither Tower Health nor any Program will require a Resident or Fellow to sign a non-competition guarantee or restrictive covenant. Non-competition provisions and restrictive covenants shall not be included in Resident/Fellow agreements of appointment or other contracts. Tower Health and its Programs will not restrict where a Resident/Fellow trains or practices post-residency/fellowship.

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Graduate Medical Education

RESIDENT AND FELLOW GMEC PEER SELECTION PROCESS

Date Approved by GMEC: August 9, 2020
Original Date: July 24, 2020
Revisions:

GMEC Resident/Fellow (resident) representatives are peer-selected each year. In July, each program will have an election for a subset of peer selected residents to serve on the Tower GMEC and its subcommittees. The current Tower GMEC Charter also determines a representative subset of Residents to be identified as the voting members of the Tower ACGME each year.

The procedure for selection is as follows:

- A list of current peer selected residents will be submitted by the accredited programs to the GME office in July of each year
- Names will be randomly drawn by a member of the resident council in each category of PGY1, 2, 3+, and fellows
- plus 2 at-large members from the remaining unselected house-staff for a total of 6 voting resident/fellow members for a 1 year term.

PROFESSIONAL LIABILITY INSURANCE POLICY

Date Approved by GMEC: August 9, 2020
Original Policy Date: July 31, 2020
Revisions:

ACGME STANDARDS

In accordance with Section IV.E of the ACGME Institutional Requirements, Sponsoring Institutions are required to provide residents/fellows with professional liability coverage. The Sponsoring Institution's professional liability insurance policy must include legal defense and protection against awards from claims reported or filed during participation in each of the Sponsoring Institution's ACGME-accredited programs, or after completion of the program(s), if the alleged acts or omissions of a resident/fellow are within the scope of the program(s). The Sponsoring Institution shall also provide residents/fellows with official documentation of the details of liability coverage upon request.

SCOPE

This Professional Liability Insurance Policy applies to all graduate medical education programs sponsored by Tower Health (each a "**Program**" or "**GME Program**"), residents and fellows participating in GME Programs (individually a "**Resident**" and collectively "**Residents**") and to Tower Health graduate medical education leadership.

POLICY

Tower Health shall provide professional liability insurance coverage, including coverage for legal defense expenses, to each Resident, covering the acts or omissions of the Resident within the scope of his/her GME Program activities. Tower Health's professional liability policy is a "claims-made" policy with policy limits and terms consistent with professional liability insurance coverage provided to other Tower Health medical/professional practitioners. Tower Health will secure tail insurance at the termination of residencies /fellowships extending coverage to alleged acts or omissions of Residents within the scope of Programs with respect to claims made after Resident Program completion. Tower Health shall ensure that each Resident is provided with a Certificate of Coverage prior to his/her start date in a Program and with advance written notice of any substantial change in the details of his/her professional liability coverage.

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Resident and Fellow Eligibility, Selection, and Appointment

Date Approved by GMEC: July 24, 2020
Original Policy Date: May 19, 2019
Revisions: July 14, 2020

ACGME STANDARDS

In accordance with Section IV.A. of the ACGME Institutional Requirements, the Sponsoring Institution must have written policies and procedures for resident and fellow recruitment and appointment, and must monitor each of its ACGME-accredited programs for compliance.

SCOPE

This Resident and Fellow Eligibility, Selection, and Appointment Policy applies to all Programs, Program Directors and administrators and Applicants applying to graduate medical education programs sponsored by Tower Health (each a "**Program**" or "**GME Program**").

DEFINITIONS

AOA: American Osteopathic Association.

Applicant: Any eligible individual invited to interview with a GME Program.

Clinical Competency Committee (the "**CCC**"): A required body comprising three or more members of the active teaching faculty that is advisory to the program director and reviews the progress of all residents or fellows in a program.

COMLEX: Comprehensive Osteopathic Medical Licensing Exam.

ECFMG: Educational Commission for Foreign Medical Graduates.

ERAS: Electronic Residency Application Service.

LCME: Liaison Committee on Medical Education.

Milestones: Description of performance levels residents and fellows are expected to demonstrate for skills, knowledge, and behaviors.

NRMP: the National Residency Matching Program or "the Match"

USMLE: United States Medical Licensing Examination.

POLICY

A. *General*

All Programs shall participate in organized matching programs if available to the Program, including the Match, and shall abide by all matching program policies and procedures. Programs participating in the NRMP Main Residency Match must abide by the NRMP "All-In Policy". The All-In Policy applies to positions for which the NRMP offers matching services, including all PGY-positions as well as all PGY-2 positions in specialties accredited to begin at either the PGY-1 or PGY-2 level; PGY-2 positions that are "reserved" for applicants eligible to begin advanced training in the year of the Main Residency Match and PGY-3 positions in Child Neurology. Programs that do not successfully fill all of their positions in the Main Residency Match must abide by NRMP policies regarding unfilled positions.

Deviations from standard matching program procedures and practices may necessitate receiving a waiver or a written exception, which can only be granted by the NRMP or matching program. Programs interested in seeking a waiver or exception from a matching program's policies or procedures, including Programs interested in filling positions "off-cycle", shall have the action approved by the GMEC prior to seeking a waiver or exception.

B. *Applications*

All Applicants must complete an application through ERAS in advance of the Match or applicable matching program, in accordance with applicable timelines, except for Applicants to Programs utilizing a different application form (ie. CASPR). Applicants seeking admission to such Programs shall use the application procedure of the applicable matching program or contact the Office of GME for application procedures.

Residents and Fellows are selected from among eligible Applicants on the basis of their preparedness, ability, aptitude, academic credentials, communication skills, and personal qualities, such as motivation and integrity. Non-eligible Residents and Fellows will not be considered for enrollment in any Tower Health Program.

Tower Health does not discriminate on the basis of race, color, religion, creed, sex, age, national origin, disability, sexual preference, veteran status or on the basis of any other legally protected status.

C. *Eligibility Qualifications*

1. *Residents*. Applicants to ACGME-accredited residency Programs must meet one of the following qualifications:

    a. Graduate from a medical school in the United States or Canada, accredited by the LCME; or

    b. Graduate from a college of osteopathic medicine in the United States, accredited by the AOA; or

    c. Graduate from a medical school outside of the United States or Canada, and meeting one of the following additional qualifications:

        i. Hold a currently-valid certificate from the ECFMG prior to appointment; or

ii. Hold a full and unrestricted license to practice medicine in Pennsylvania.

Residents shall not be accepted for advanced standing in a Program from programs not accredited by the ACGME or AOA. All prerequisite post-graduate clinical education required for initial entry or transfer into ACGME-accredited residency Programs must be completed in ACGME-accredited residency programs, AOA-approved residency programs. Exceptions may be permitted on a case by case basis within the parameters of the ACGME Review Committee, subject to review and approval by the GMEC. Upon matriculation, the Program must receive verification of each Resident's level of competency in the required clinical field using ACGME Milestones evaluations from the prior training program.

2. *Fellows*

Subject to ACGME Review Committee specific exceptions adopted by the Program, all prerequisite post-graduate clinical education required for a fellowship Program must be completed in an ACGME-accredited residency program or an AOA-approved residency program. Upon matriculation, fellowship Programs must receive verification of each entering Fellow's level of competence in the required field using ACGME Milestones evaluations from the core residency program.

3. *Exceptionally Qualified International Applicants*

Residency and fellowship Programs may accept an Exceptionally Qualified International Graduate Applicant not satisfying standard eligibility requirements set forth in paragraphs 1 and 2 above, in accordance with ACGME requirements, if approved by the Program. Consistent with ACGME requirements:

a. Exceptionally Qualified International Applicants must be evaluated by the Program Director and by the Program's selection committee with respect to the Applicant's suitability to enter the Program based on prior training and based on review of the summative evaluations of the Applicant's training;

b. the Applicant's exceptional qualifications must be reviewed and approved by the GMEC; and

c. the Applicant's certification must be verified by the ECFMG.

Each Exceptionally Qualified International Applicant accepted by a Program (if any) meeting the conditions above, must have an evaluation of his/her performance by the CCC within 12 weeks of matriculation.

D. *Enhancing Criteria*

Enhancing criteria for Resident and Fellow selection include: election to honorary academic organizations such as Phi Beta Kappa or Alpha Omega Alpha; positive evaluations for experiences during medical school; high scores including but not limited to USMLE Steps 1 and 2, the corresponding COMLEX, or exams in other specialty programs that are required for licensure; strong letters of endorsement from medical school deans and/or department chairs;

community involvement, volunteer efforts, and/or other pertinent professional or life experiences delineating the Applicant's character; and documentation of academic success (e.g., class standing, research publications, student awards).

E. *Interviews*

All Applicants invited to interview for a position in a Tower Health Program must be informed in writing or by electronic means, of the terms, conditions, and benefits of appointment to the Program, either in effect at the time of the interview or that will be in effect at the time of his or her eventual appointment. This includes financial support; vacations; parental, sick, and other leaves of absence; and professional liability, hospitalization, health, disability and other insurance accessible to residents/fellows and their eligible dependents.

F. *Resident and Fellow Transfers*

To determine the appropriate level of education for Residents and Fellows who are transferring from another program, the Program Director must receive written primary source verification of previous educational experiences and a statement regarding the performance evaluation of the transferring Resident or Fellow, including assessment of competence in the specialty specific program's competencies and Milestones. The Program Director is required to provide verification of residency/fellowship education for any Resident or Fellow who may leave a Tower Health Program prior to completion of his/her education.

G. *Additional Program Considerations*

Program Directors must not appoint more Residents or Fellows to an ACGME-accredited Program than approved by the ACGME Review Committee. Program fiscal and educational resources must be adequate to support the number of trainees appointed to the Program. Appointment of or the presence of other learners and other care providers (such as residents in other programs, subspecialty fellows, and advanced practice providers, PhD students, nurse practitioners, etc.) must enrich Resident education. Fellows should contribute to the education of residents in core programs. All complement increases within ACGME Programs must be approved by the Review Committee.

H. *Institutional Oversight*

In fulfilling institutional oversight responsibilities, the GMEC through the Office of GME, will monitor Program compliance with this Policy and program and institutional policies and procedures for resident recruitment, selection and appointment.

REFERENCES/ASSOCIATED TOWER HEALTH ACGME POLICIES

- Tower Health, Office of Graduate Medical Education: Criteria for Promotion and/or Renewal of Resident/Fellow's Appointment

SUPERVISION OF RESIDENTS AND FELLOWS POLICY

Date Approved by GMEC:
Original Policy Date: May 19, 2020
Revisions: August 2, 2020

ACGME STANDARDS

In accordance with Section IV.I of the ACGME Institutional Requirements, the Sponsoring Institution must have a policy regarding the supervision of residents/fellows and ensure that each of its ACGME-accredited programs establishes a written program-specific supervision policy consistent with this policy and the ACGME Common and Specialty-/Subspecialty-specific Program Requirements. The Sponsoring Institution must also oversee the supervision of residents/fellows consistent with this policy and program-specific policies and provide the means by which residents/fellows can report inadequate supervision and accountability in a protected manner that is free from reprisal, in compliance with Section III.B.4 of the ACGME Institutional Requirements.

SCOPE

This Supervision of Residents and Fellows Policy applies to all graduate medical education programs sponsored by Tower Health (each a "**Program**" or "**GME Program**"), Program Directors and faculty and to each resident and fellow participating in a GME Program (individually a "**Resident**" and collectively "**Residents**").

PURPOSE

Tower Health, in partnership with its GME Programs, is committed to providing safe and effective patient care in the graduate medical education setting and to ensuring that Residents develop the skills, knowledge and attitudes required to enter the unsupervised practice of medicine. The purpose of this policy is to define, widely communicate and monitor a structured chain of responsibility and accountability as it relates to the supervision of Residents providing patient care at Tower Health and any of its participating sites.

DEFINITIONS

"**Conditional Independence**" means graded, progressive responsibility for patient care with defined Oversight.

"**Direct Supervision**," "**Directly Supervised**," and all forms of these words, as used in this policy, mean the supervising physician is Physically Present with the Resident during key portions of the patient interaction, or the supervising physician and/or patient is not Physically Present with the Resident and the supervising physician is concurrently monitoring the patient care through appropriate telecommunication technology.

"**Indirect Supervision**," "**Indirectly Supervised**," and all forms of these words, as used in this policy, mean the supervising physician is not Physically Present or providing concurrent visual or

audio supervision but is immediately available to the Resident for guidance and is available to provide appropriate Direct Supervision.

"**Levels of Supervision**" means Direct Supervision, Indirect Supervision, or Oversight, as specified in the ACGME Common Program Requirements.

"**Milestones**" refers the descriptions of performance levels that Residents are expected to demonstrate for skills, knowledge and behaviors in the six Core Competency domains, as defined by the ACGME.

"**Physically Present**," "**Physical Presence**," and all forms of these words, as used in this policy, mean the teaching physician is located in the same room (or partitioned or curtained area, if the room is subdivided to accommodate multiple patients) as the patient and/or performs a face-to-face service.

"**Oversight**" means the supervising physician is available to provide review of procedures/encounters with feedback provided after care is delivered.

POLICY

A. *Supervision of Residents*

Each patient at Tower Health and its participating sites must have an identifiable and appropriately-credentialed and privileged attending physician (or licensed independent practitioner as specified by the applicable ACGME Review Committee) who is ultimately responsible for the patient's care. The identity of the attending physician or practitioner information (as permitted by a Program's ACGME Review Committee) must be made available to all Residents, faculty members, other members of the health care team and patients. When providing direct patient care, Residents and faculty members should also explain to each patient their respective roles in the patient's care.

All Programs must have the appropriate Levels of Supervision in place for each of its Residents based on the Resident's level of training and ability, as well as patient complexity and acuity, in compliance with ACGME Requirements. Supervision of Residents may be exercised through a variety of methods, as required by the patient care situation. Depending on the needs of the patient and the skills of the Resident, the supervising physician may be a more advanced Resident who can serve in a supervisory role to the Resident in recognition of the Resident's progress towards independence. Other portions of care provided by the Resident may need to be supervised by a Physically Present supervising physician or by an appropriately available supervising faculty member or senior Resident, either in the institution, or by means of telecommunication technology. In some other circumstances, appropriate supervision may be a post-hoc review of the Resident-delivered care with feedback.

The privilege of progressive authority and responsibility, Conditional Independence, and a supervisory role in patient care must be assigned by the Program Director and faculty members. Each Program Director is responsible for evaluating each Resident's abilities based on specific criteria, guided by the Milestones.

Each Program must create and maintain guidelines for the circumstances and/or events in which a Resident must communicate with a supervising faculty member. Each Resident is responsible

for knowing the limits of his/her scope of authority, the circumstances under which the Resident is permitted to act with Conditional Independence and those events and circumstances that require communication with the supervising faculty member. Initially, PGY-1 Residents must be Directly Supervised with progression to Indirect Supervision only as specified by the applicable ACGME Review Committee.

Faculty members who function as supervising physicians shall foster a learning environment that provides for graded responsibility by delegating portions of patient care to Residents, based on the needs of the patient and skills of each Resident. Each Faculty supervision assignment shall be made in accordance with each Program's supervision policy and the procedures and curriculum of each Program. Faculty supervision assignments should be of a sufficient duration to assess the knowledge and skills of each Resident and to delegate the appropriate level of patient care authority and responsibility.

B. *Program-specific Supervision Policies*

To promote the appropriate supervision of Residents while providing an opportunity for graded authority and responsibility, each Program Director must develop a supervision policy that is tailored to its specialty and Program and is consistent with this policy and the ACGME Common and Specialty-/Subspecialty-specific Program Requirements. In each Program-specific supervision policy, the Program Director must use the following Levels of Supervision classifications as appropriate to each activity or rotation and for each level: Direct Supervision, Indirect Supervision, or Oversight. Each Program's policy must define when Physical Presence of a supervising physician is required.

C. *Mechanisms to Report Supervision Violations*

Residents are encouraged to report incidents of inadequate supervision at Tower Health or any of its participating sites. Reports may be made to the Program Director, Department Chair, Associate DIO or DIO or by emailing or contacting the Office of Graduate Medical Education ("**Office of GME**") at GMECENTRAL@towerhealth.org. Reports of inadequate supervision may also be made through the Tower Health hotline available at 484-628-8333. Resident reports of inadequate supervision may be made without fear of recrimination or reprisal. Concerns may also be brought to the attention of the Resident Forum.

D. *Institutional Oversight*

In fulfilling institutional oversight responsibilities, the GMEC, directly and through applicable GMEC subcommittees, will monitor Program compliance with this Policy.

STANDARDS OF CONDUCT

Excerpted from the Compliance Plan approved by the Board of Directors of Tower Health and its subsidiary entities on March 27, 2019

Tower Health strives to assure that all activity by or on behalf of Tower Health is in compliance with applicable laws and appropriate ethical standards of behavior. The following standards are intended to provide overall guidance to Tower Health Staff to assist them in their obligation to comply with applicable laws. These standards are neither exclusive nor complete. The full text can be found in the Compliance Plan.

1. Compliance with General Laws

All Tower Health Staff must comply with all applicable laws regulating the business practices of Tower Health and the delivery of health care services.

2. Billing and Cost Reporting

All Tower Health Staff must comply with applicable reimbursement policies and procedures for the submission of claims. The goal of the Tower Health Staff shall be to provide sufficient and timely documentation for all services provided. All services provided should be properly documented; all bills should accurately reflect the documented services provided; and only accurate and properly documented services should be billed.

3. Workplace Conduct/Employment Practices

Employment Laws

Tower Health is committed to compliance with federal and state laws governing non-discrimination.

Contracting with Ineligible Persons

Tower Health will not employ, or contract for services on its behalf, an individual or entity whom it knows or reasonably should know has been convicted of a criminal offense or other adverse proceeding related to a government program or the delivery of health care (e.g., suspension or revocation of license or certification), or listed by a federal agency as debarred, excluded, sanctioned, or otherwise ineligible for participation in a governmental program.

4. Conflict of Interest

Tower Health relies on its Tower Health Staff to exercise their responsibilities in the best interests of Tower Health, the provider entity where they work, and the patients Tower Health serves. Each should avoid any conflict of interest. Although it is impractical to attempt to define

every situation that might create a conflict of interest, generally speaking, a conflict exists when an individual's personal interests or activities may influence his/her judgment in the performance of his/her duty to Tower Health and our patients.

5. Record Retention

Tower Health strives for the development and implementation of a records system that assures complete and accurate medical record documentation, taking into consideration privacy concerns and regulatory requirements. All Tower Health Staff are expected to comply with Tower Health's Document Retention and Destruction Policy.

6. Kick-Backs, Inducements, and Self-Referrals

All Tower Health Staff must comply with applicable laws affecting the qualification of Tower Health's participation in the Medicare/Medicaid programs. Both federal and state laws specifically prohibit any form of kickback, bribe, or rebate made directly or indirectly, overtly or covertly, in cash or in kind, to induce the purchase, recommendation to purchase, or referral of any kind of healthcare goods, services, or items paid for by Medicare or the Medicaid Program.

7. Competition/Marketing

Antitrust and Unfair Competition

All Tower Health Staff must comply with applicable antitrust and related laws which regulate competition. Antitrust laws make illegal any agreement or understanding, express or implied, written or oral, which restricts competition or interferes with the ability of the free market system to function properly. In the eyes of the law, good intentions, patient benefits, or consumer benefits do not justify or excuse violations.

Relationship With Potential Non-Patient Customers & Referral Sources

All contacts with vendors, non-patient customers, and potential referral sources must be maintained as arms-length business relationships, must comply with applicable statutes and regulations, and should avoid even the appearance of impropriety.

8. Tax-Exempt Status

Tower Health and each of its subsidiaries are recognized by the Internal Revenue Service as charitable organizations under Section 501(c)(3) of the Internal Revenue Code. Charitable organizations are prohibited from engaging in certain activities, namely private inurement and political campaigning. Engaging in such behaviors may result in the imposition of "intermediate sanctions" penalty taxes and the loss of tax-exempt status.

9. Confidentiality - HIPAA

Tower Health and Tower Health Staff possess sensitive, protected health information about Tower Health patients and their care. Tower Health takes very seriously the privacy and security protections mandated by state and federal laws, namely the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing privacy and security

regulations. All Tower Health Staff are to comply with Tower Health's HIPAA and confidentiality policies and procedures.

FACILITY: Tower Health		
MANUAL: Human Resources		**FOLDER:**
TITLE: Fair Treatment		**DOCUMENT OWNER:** Vice President Human Resources
DOCUMENT ADMINISTRATOR: SVP, Chief Human Resources Officer		**KEYWORDS:**
ORIGINAL DATE: September 2018	**REVISION DATE(S):** July 1, 2019, January 1, 2020	

SCOPE:
Brandywine Hospital, Chestnut Hill Hospital, Jennersville Hospital, Phoenixville Hospital, Pottstown Hospital, Reading Hospital (including Reading Hospital Rehabilitation at Wyomissing), Tower Health Medical Group, Tower Health Partners, Tower Health at Home and Tower Health Urgent Care collectively known as Tower Health

PURPOSE:
To establish the policy and procedures to help resolve perceived job-related problems and complaints

POLICY:

A. Tower Health maintains an open door policy allowing employees to make suggestions or discuss work-related problems with supervisors. A formal complaint procedure is also available. Employees may use either procedure without risk of reprisal from Tower Health.

B. The Fair Treatment procedure is available to all employees who have completed their probation period.

C. The Fair Treatment procedure is the formal method by which employees can voice their dissatisfaction when they feel they have been treated unfairly and their disputes cannot be solved to their satisfaction through normal problem-solving channels.

D. Managers are to view an employee's use of this policy as a right and are to encourage employees to use it if they feel they have been treated unfairly.

E. Employees who have been directly affected by the application of policies, working conditions, treatment by management/others and/or corrective action may request resolutions through the Fair Treatment procedure.

F. No employee will be subject to retaliation, reprimand or harassment by anyone as a result of initiating a formal or informal complaint, assisting a fellow employee, participating in a Fair Treatment hearing, or serving on the Fair Treatment Committee.

G. Human Resources representative will assist employees in facilitating the implementation of this policy and procedure.

DEFINITIONS:

A. Working days are defined as Monday through Friday, excluding weekends and holidays.

B. Senior Management includes:
   1. President
   2. Chief Executive Officer (CEO)
   3. Chief Financial Officer (CFO)
   4. Chief Operation Officer (COO)
   5. Chief Medical Officer (CMO)
   6. Chief Nursing Officer (CNO)
   7. Chief Quality Officer (CQO)
   8. Senior Vice-Presidents
   9. Vice-Presidents

PROCEDURE:

Open Door Policy:

Tower Health's informal open door policy means employees can always bring a comment, suggestion, or work-related problem to a supervisor. If unresolved at this level, the employee should consult with Human Resources on how to appropriately address unresolved issues.

Fair Treatment Procedure:

An employee who would like to make a formal complaint in regards to the application of policies, working conditions, corrective action, and perceived unfair treatment by management, and/or any other issues may use the following steps as necessary:

Step 1

A. Employee Responsibility

   a. Contact Human Resources to initiate fair treatment paperwork.

   b. This initial contact needs to be made within a reasonable period from the time the incident occurs, usually within five working days.

B. Immediate Supervisor/Manager Responsibility

   a. It is the responsibility of the immediate supervisor or manager to respond to the problem within five working days from receipt of the complaint. The response given will be documented in writing and the employee and Human Resources will receive a copy of the response.

C. If the employee is not satisfied with the outcome of Step 1, the employee will notify Human Resources with five working days to proceed to Step 2 of this policy.

Step 2

A. Human Resources will present the Step 2 complaint form together with a copy of the Step 1 outcome documentation to next level manager (the supervisor of the supervisor/manager in Step 1) within five working days from the date the employee notified Human Resources to proceed to the next step.

B. Next Level Manager Responsibility

a. It is the responsibility of the next level manager to respond to the problem, including meeting with the employee, if appropriate, and document the outcome in writing to the employee within five working days from receipt of the Step 2 complaint. A copy of the response will be given to the employee, Human Resources.

b. If the next level manager is the person who initiates the original issue, Step 2 of the complaint would be referred to the next immediate manager in the department's reporting structure.

C. If the employee is not satisfied with the outcome of Step 2, the employee will notify Human Resources with five working days to proceed to Step 3 of this policy.

Step 3

A. Human Resources will present the Step 3 complaint form together with a copy of the Step 1 & 2 outcome documentation to Senior Management representative for the department within five working days from the date the employee notified Human Resources to proceed to the next step.

B. Senior Management Representative Responsibility

a. It is the responsibility of the Senior Management Representative to respond to the Step 3 complaint, including meeting with the employee, if appropriate, and document the outcome in writing to the employee within five working days from receipt of the Step 3 complaint. A copy of the response will be given to the employee, Human Resources

C. If the employee is not satisfied with the outcome of Step 3, the employee will notify Human Resources with five working days to proceed to Step 4 of this policy.

Step 4

A. Human Resources will present the Step 3 complaint form together with a copy of the Step 1, 2 & 3 outcome documentation within five working days from the date the employee notified Human Resources to proceed to the next step

B. Next Level Senior Management Representative Responsibility

a. It is the responsibility of the next level Senior Management Representative to respond to the Step 4 complaint, including meeting with the employee, if appropriate, and document the outcome in writing to the employee within five working days from receipt of the Step 4 complaint. A copy of the response will be given to the employee, Human Resources, and management.

C. If the employee is not satisfied with the outcome of Step 4, the employee will notify Human Resources with five working days to proceed to Step 5 of this policy.

Step 5

A. Human Resources will present the Step 5 complaint form together with all outcome documentations to President and or CEO within five working days from the date the employee notified Human Resources to proceed to the next step.

B. President and/or CEO's Responsibility

   a. It is the responsibility of the President and/or CEO or his/her designee to investigate the complaint, including meeting with the employee, if appropriate, and render a final decision in writing within five working days from receipt of the Step 4 complaint. A copy of the decision will be given to the employee, Human Resources, and management.

   b. If the complaint relates to a corrective action, including termination, the President and/or CEO will refer it to the Fair Treatment Committee.

Time Limits

If the employee does not meet the time frames outlined in this policy without an acceptable excuse, the prior step outcome will become the final outcome of the complaint.

Fair Treatment Committee:

A. The Fair Treatment Committee will consist of five members having one vote each.

B. The Fair Treatment Committee members will be paid for the time served while attending an appeal hearing in accordance with applicable wage and hour laws.

C. The Fair Treatment Committee will consist of:

   a. President and/or CEO or his/her designee

   b. Two members from management - one chosen by the employee filing the complaint and one appointed by President and/or CEO or his/her designee

   c. Two employees, with over one year of service, one chosen by the employee filing the complaint (excluding relatives or a significant other who may be employees) and one appointed by President and/or CEO or his/her designee. If an employee selected to serve as a Fair Treatment Committee member fails or refuses to participate, the employee filing the complaint will be allowed to select a different employee to replace the employee originally selected.

   d. Human Resources will serve as an Ad Hoc, non-voting member of the Fair Treatment Committee and will act as the Chairman of the Fair Treatment Committee.

D. The President and/or CEO and the employee shall select the members of the Fair Treatment Committee within 10 working days from the date the Step 4 complaint was referred to the Fair Treatment Committee.

E. Human Resources will be responsible for contacting all members of the Fair Treatment Committee to arrange a meeting time and place.

F. Decisions of the Fair Treatment Committee will be made by majority vote. If any Committee member is unable to vote or abstains from voting for any reason, a tie vote means that the complaint has not been sustained and the outcome of the Step 4 complaint shall be the final outcome of the complaint.

G. The Committee may not contravene or change any policy, rules, or regulations and will limit itself to deciding whether the employee deserved the corrective action given and whether the discipline imposed was appropriate for the misconduct.

H. The findings of the Fair Treatment Committee explaining its decision will be given in writing to the President and/or CEO for final review.

I. The President and/or CEO will review the Committee's findings and approve or modify within five working days from date of the findings. The President and/or CEO will explain any modification to the findings in writing.

J. The decision of the President and/or CEO shall be in his/her sole discretion and shall be final.

K. Human Resources shall provide the Committee's findings together with the President and/or CEO's decision to the employee.

L. All committee members will treat the committee and the decision as confidential which will not be disclosed to any person who was not directly involved in the process.

Withdrawal of Complaint

An employee may withdraw a complaint at any time in writing. Once withdrawn, however, it may not be reinstated. Upon withdrawal, the written outcome of the next lower step will be final as to the complaint.

GUIDELINE:

PROVIDER PROTOCOL:

EDUCATION AND TRAINING:

REFERENCES:
Fair Treatment Form

COMMITTEE/COUNCIL APPROVALS:

CANCELLATION:
The content of this document supersedes all previous policies/procedures/protocols/guidelines, memoranda, and/or other communications pertaining to this document.

FACILITY: Tower Health		
MANUAL: Tower Health		**FOLDER:** Global
TITLE: HIPAA Breach Notification		**DOCUMENT OWNER:** Director, Compliance/Privacy Officer
DOCUMENT ADMINISTRATOR: Vice President, Chief Compliance Officer		**KEYWORDS:** access, violation
ORIGINAL DATE: 5/2018	**REVISION DATE(S):** 3/20, 5/20	

SCOPE:
Brandywine Hospital, Chestnut Hill Hospital, Jennersville Hospital, Phoenixville Hospital, Pottstown Hospital, Reading Hospital (including Reading Hospital Rehabilitation at Wyomissing), Tower Health at Home, Tower Health Medical Group, Tower Health Partners and Tower Health Urgent Care (collectively "Facility")

PURPOSE:
The purpose of this Policy is to: (1) strive to ensure that Facility complies with applicable laws and regulations regarding the privacy, security and confidentiality of protected health information ("PHI"), including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act (HITECH) of the American Recovery and Reinvestment Act of 2009, and the implementing regulations promulgated from time to time, including but not limited to the Privacy, Security, Breach Notification and Enforcement Rules set forth at 45 C.F.R. Parts 160 and 164 (collectively, the "HIPAA Regulations"); (2) establish procedures for investigation and notification of individuals and appropriate authorities in the event of a Breach of unsecured protected health information by Facility or a Business Associate; and (3) ensure that affiliated workforce members are aware of their responsibilities and obligations when they become aware of a Breach.

POLICY:
It is the policy of Facility to notify affected individuals and appropriate authorities whenever PHI maintained by Facility or its Business Associates has been accessed, acquired, used or disclosed without authorization or as otherwise permitted under HIPAA and the HITECH Regulations.

DEFINITIONS:
Breach – the unauthorized acquisition, access, use or disclosure of PHI in a manner which compromises the security or privacy of such information. The definition of "Breach" does **not** include the following:

1. Any unintentional acquisition, access, or use of PHI by a Workforce member or person acting under the authority of Facility or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Regulations.

2. Any inadvertent disclosure by a person who is authorized to access PHI at Facility or Business Associate to another person authorized to access PHI at Facility or a Business Associate, or organized health care arrangement in which Facility participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Regulations.

3. A disclosure of PHI where Facility or a Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

Business Associate – a person or organization, other than a member of Facility's affiliated workforce that performs certain functions or activities on behalf of, or provides certain services to, Facility that involve the use or disclosure of individually identifiable health information. Examples of business associate functions or activities include claims processing, data analysis, utilization review, and billing; business associate services include legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services. Persons or organizations are not considered Business Associates if their functions or services do not involve the use or disclosure of PHI, and where any access to PHI by such persons would be incidental, if at all.

Data Use and Reciprocal Support Agreement (DURSA) - the legal, multi-party trust agreement that is entered into voluntarily by eHealth Exchange Participants in order to engage in electronic health information exchange activity (Exchange) using an agreed upon set of national standards, services and policies. For the purposes of meeting the DURSA requirements, a "Breach" shall mean the following:

1. The unauthorized acquisition, access, disclosure, or use of message content while transacting such message content pursuant to the DURSA.
2. The term "Breach" does not include the following:
    a. Any unintentional acquisition, access, disclosure or use of message content by an employee or individual acting under the authority of Facility if such acquisition, access, disclosure or use was made in good faith and within the scope of the employee's duties and such message content is not further acquired, accessed, disclosed or used by the employee.
    b. Any acquisition, access, disclosure or use of information contained in or available through a Facility where such acquisition, access, disclosure or use was not directly related to transacting message content.

The DURSA creates a coordinating committee (Coordinating Committee) to govern the operations of the Exchange and the DURSA which sets out the responsibilities and composition of the Coordinating Committee.

Protected Health Information ("PHI") – Any individually identifiable health information, including demographic data, that relates to the individual's past, present or future physical or mental health condition, the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual, and that identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual, that is held or transmitted by Facility or its business associates, in any form or media, whether electronic, paper, or oral. Information that has been de-identified in accordance with 45 C.F.R. § 164.514(b) is no longer PHI and thus any inadvertent or unauthorized use of de-identified information will not be considered a Breach for purposes of this Policy. PHI includes information gathered as part of the patient care process and includes, but is not limited to:

1. Name
2. Geographic subdivision smaller than State

3. Zip code (greater than the first 3 digits or more of the zip code)
4. Elements of date directly related to an individual (i.e. date of birth)
5. Telephone numbers
6. Fax numbers
7. E-mail addresses
8. Social security numbers
9. Medical record numbers
10. Health plan numbers
11. Patient account numbers
12. Certification or license numbers
13. Vehicle identifiers
14. Device identifiers (i.e. serial number on a pacemaker)
15. Universal Resource Locators/URLs (e.g. website addresses)
16. IP addresses
17. Biometric identifiers
18. Full face images

Unsecured PHI – PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of technology or methodology specified by the Secretary of the Department of Health and Human Services (HHS) in guidance.

Workforce – employees, volunteers, trainees, and other persons whose conduct in the performance of work for Facility is under the direct control of Facility, whether or not they are paid by the Facility.

Other terms (e.g., use, disclose) used in this policy that appear in the HIPAA Regulations but are not specifically defined have the same meaning as in the HIPAA Regulations.

PROCEDURE:

1. Any member of Facility affiliated workforce who has concerns about incidents involving an actual or potential unauthorized acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under the HIPAA Regulations and Facility policies shall report such incident to the compliance hotline at 855-261-6653 or to the hospital's Privacy Office. Examples of incidents that may involve possible breaches of PHI include, but are not limited to:
    - Accessing and reading medical records out of curiosity
    - Telling a family member about the diagnosis of another family member or neighbor
    - Faxing/emailing/texting a patient's information to the wrong outside agency
    - Improper disposal of patient information in regular trash. Patient information must be shredded if secure storage bins are not available.
    - Loss or unauthorized use of a laptop, flash drive, cell phone or other mobile device that contains unsecured PHI.

2. The Privacy Office will begin an investigation of the facts related to the reported incident. If the Privacy Office determines that the PHI is unsecured PHI that has been accessed, acquired, used or disclosed in an impermissible manner, the privacy incident shall be considered to be a Breach until the Privacy Officer or designated person determines that there is no more than a low probability that the PHI has been compromised, in accordance with Section 6 of this Policy. Each step of the investigation and determination shall be documented. The following questions will be considered by the Privacy Officer or designated person:
    a. Did the incident involve impermissible access, use or disclosure of PHI under the HIPAA Privacy Rule and Facility HIPAA Privacy and Security Policies?
    b. Did the incident involve unsecured PHI?

c. Did the incident involve a Breach?
d. Did the incident meet the definition of "Breach" or qualify as an exception to the definition of Breach?
e. Did the incident involve more than a low probability that the privacy or security of the unsecured PHI was compromised PHI?

3. The Privacy Office will determine if the PHI involved in the reported incident was actually acquired, accessed, used or disclosed by a member of the Facility workforce, Business Associate or a third party and if the member of the Workforce, Business Associate or third party used or disclosed the PHI in a manner that is not permitted by the HIPAA Privacy Rule.

4. The Privacy Office will determine if anyone was able to access and retain the PHI involved in the incident. If the PHI was not able to be retained, then no further action is required. If the PHI was able to be retained, then further review is required.

5. The Privacy Office, with assistance of other departments, must assess the probability that the privacy and security of the PHI has been compromised based on thorough, good faith and reasonable risk assessment that considers at least the following factors:
    a. The nature and extent of the PHI involved, including the type of identifier and the likelihood of re-identification;
    b. The unauthorized person who used the PHI or to whom the disclosure was made;
    c. Whether the PHI was actually acquired or viewed; and
    d. The extent to which the risk to the PHI has been mitigated. See attached guidance on Risk Assessment.

6. If the Privacy Office determines that a Breach has occurred, based on the steps detailed above, Facility will consult with appropriate management to determine a response strategy for providing the required Breach notifications. The Privacy Office will report serious security incidents to the Tower Health Information Security Office. If a Breach involves a research subject or study at Facility, the Privacy Office will report the Breach to the hospital Institutional Review Board as a potential "unanticipated event."

7. The Privacy Office, after consultation with appropriate management, shall notify any individual(s) whose information was included in the Breach as soon as possible without unreasonable delay, but in no case later than sixty (60) days after discovery of the reportable breach. A Breach shall be treated as "discovered" by Facility as of the first day on which such Breach is known to Facility or, by exercising reasonable diligence would have been known to Facility. Facility shall be deemed to have knowledge of a Breach if such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is a workforce member or agent of Facility.

8. Written notification will be sent by first-class mail to the individual's last known address.
    a. The notification must be written in plain language and shall include, to the extent possible:
        i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known.
        ii. A description of the types of unsecured PHI that were involved in the Breach (such as full name, Social Security Number, date of birth, home address, and other types of information involved).
        iii. Steps the individual should take to protect him/herself from potential harm resulting from the breach, including placement of a fraud alert on credit files if the information that was accessed or breached includes a Social Security Number, driver's license number or financial account information.

iv. A brief description of what Facility is doing to investigate the Breach, to mitigate harm to the individual and to protect against any further breaches.
v. Contact procedures for the individual to ask questions or learn additional information (toll-free telephone number, e-mail address, Web site, or postal address).

b. If the mailed breach notice is returned indicating that the last known address was insufficient or inaccurate, an attempt will be made to contact the individual via the last known phone number. If the phone number is found to be inaccurate or no longer in service, the Privacy Office will attempt to locate the patient via contact persons listed by the patient, taking care not to further breach PHI. Every effort will be made to contact the patient via these methods. Documentation of the attempts to locate the patient will be documented in the disclosure breach log. If Facility knows the individual is deceased and has the address of the next of kin or personal representative of the individual, then written notification by first-class mail will be sent to either the next of kin or personal representative of the individual.
c. If any one particular Breach has ten (10) or more individuals who cannot be contacted via their contact information listed in a Facility database, every reasonable attempt will be made to update the information. However, if after a reasonable period of time it becomes evident that such information will not be able to be updated for ten or more individuals impacted by the breach, then the Privacy Office must determine which alternate method of notification (e.g. posting on Facility website, a toll-free telephone number, or notification through major media) will be used to reasonably reach those whose PHI has been breached and provide procedures for individuals to ask questions or learn additional information. This notification must occur as soon as possible, but no longer than sixty (60) days from the discovery of the breach.
d. In any case deemed by Facility to require urgency because of possible imminent misuse of unsecured PHI, Tower Health may provide information to individuals by telephone or other means, as appropriate, in addition to notice described above.

9. In addition to notification to the individual, in any instance of a Breach that involves 500 or more individuals of any one state, the Privacy Office shall notify: (a) the U.S. Health and Human Services Office for Civil Rights ("HHS/OCR") and coordinate with Facility leadership; and (b) prominent media outlets of the Breach, in addition to providing written notice to the individuals.

10. Business Associates are responsible for complying with the breach notification rules. In the event of a Breach, Business Associate must notify Facility of the Breach, in accordance with the terms of the applicable Business Associate Agreement. It is then Facility's responsibility to follow through on notifying the individuals and HHS, depending upon the terms of the Business Associate Agreement. However, Facility is ultimately responsible for ensuring that any required Breach notification is given. The parties should ensure that individuals do not receive notifications from both the Business Associate and Facility, which may be confusing to the individual.

11. If a law enforcement official states to Facility (or its Business Associate) that a notification, notice, or posting required under this Policy would impede a criminal investigation or cause damage to national security, Facility (or its Business Associate) shall: (a) If the statement is in writing and specifies the time for which a delay is required, delay such notification, notice, or posting for the time period specified by the official; or (b) If the statement is made orally, document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than thirty (30) days from the date of the oral statement, unless a written statement as described in (a) above is submitted during that time.

12. No later than sixty (60) days after the end of the calendar year, the information related to reportable Breaches involving fewer than 500 individuals shall be entered into the HHS/OCR website.

13. The Privacy Office shall provide any notifications required under applicable state law.

14. Appropriate disciplinary action will be taken against any Workforce member, including a Workforce member who is directly involved in the actual or suspected privacy incident, if such Workforce member is found during investigation to have accessed, used or disclosed PHI in violation of Facility policies and/or HIPAA, HITECH and/or the HIPAA Regulations and other state and federal law.

15. DURSA Breach reporting:
    a. Upon discovering a potential Breach, the workforce member who learned of it shall immediately notify the hospital's Privacy Officer.
    b. Privacy Officer shall, within one (1) hour of discovering information that leads it to reasonably believe that a Breach may have occurred, alert other Exchange participants whose information may have been Breached and the Coordinating Committee.
    c. As soon as reasonably practicable, but no later than twenty-four (24) hours after determining that a Breach has occurred, the Privacy Officer shall provide a notification to all Exchange participants likely impacted by the Breach and the Coordinating Committee of such Breach.
    d. The notification should include sufficient information for the Coordinating Committee to understand the nature of the Breach.
    e. The Privacy Officer will be responsible for ensuring that such notification is consistent with the requirements set forth in the DURSA.

16. **Documentation and Record Retention**
    a. Documentation of Breaches will be maintained for six (6) years.
    b. Breaches will be recorded in the Accounting of Disclosure database. Refer to the "Accounting of Disclosures of PHI" policy for further details.

17. **Education and Training:** Facility workforce members receive appropriate training and education regarding compliance with their Breach reporting obligations during new hire orientation and annually. Facility affiliates maintain documentation of all such training.

18. **Non-Retaliation:** In accordance with Facility Non-Retaliation Policy, retaliation against a Workforce member who in good faith reports an actual or suspected Breach or privacy incident is prohibited.

GUIDELINE:

PROVIDER PROTOCOL:

EDUCATION AND TRAINING:

REFERENCES:

COMMITTEE/COUNCIL APPROVALS:

CANCELLATION:
The content of this document supersedes all previous policies/procedures/protocols/guidelines, memoranda, and/or other communications pertaining to this document.

RISK ASSESSMENT
ADDITIONAL GUIDANCE ON FACTORS TO BE CONSIDERED

1. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification:
    - Consider the type of PHI involved and whether the disclosure involved information of a more sensitive nature; was the PHI unsecured electronic PHI?
    - With respect to financial information, more sensitive information includes credit card numbers, social security numbers, or other information that increases the risk of identity theft or financial fraud. Financial information may involve higher risk.
    - With respect to clinical information, consider the nature of the services or other information and amount of detailed clinical information provided (e.g. treatment plan, diagnosis, medication, medical history information, test results).
    - Note that many forms of health information are sensitive, not just information about sexually transmitted diseases, mental health or substance abuse. The more sensitive the clinical information involved, the higher the risk
    - In situations where there are few, if any, direct identifiers in the PHI impermissibly used or disclosed, determine whether there is a likelihood that the PHI released could be re-identified based on the context and the ability to link the information with other available information.
    - Consider the size of the community, and whether the unauthorized recipient of the PHI may have the ability to combine the information with other available information to re-identify the affected individuals. The more likely information can be identified to a particular patient, the higher the risk
2. The unauthorized person who used the PHI or to whom the disclosure was made:
    - Consider whether the unauthorized person who received the information has obligations to protect the privacy and security of the information; is the unauthorized person itself a covered entity or a business associate subject to a business associate agreement with Covered Entity?
    - If PHI is disclosed to another covered entity or business associate required to comply with the HIPAA Regulations, there may be a lower probability that the PHI has been compromised if the recipient is also obligated to protect the privacy and security of the information, in the same manner as the Covered Entity.
3. Whether the PHI was actually acquired or viewed:
    - Consider the following examples that clarify what constitutes PHI actually acquired or viewed:
    - If a laptop computer was stolen and later recovered and a forensic analysis shows that the PHI on the computer was never accessed, viewed, acquired, transferred, or otherwise compromised, it can be determined that the information was not actually acquired by an unauthorized individual even though the opportunity existed.

- If PHI is mailed to the wrong individual who opened the envelope and called to say that s/he received the information in error, then the unauthorized recipient actually viewed the acquired information when s/he opened and read the PHI after recognizing that it was mailed to him/her in error.

4. The extent to which the risk to the PHI has been mitigated:
    - An attempt to mitigate the risk includes obtaining the recipient's satisfactory reasonable assurances in writing that PHI will not be further used or disclosed (through a confidentiality agreement or similar means) or will be destroyed.
    - A covered entity may be able to obtain and rely on the assurances of an employee, affiliated entity, Business Associate, or another covered entity that the entity or person destroyed PHI it received in error, while such assurances from certain third parties may not be sufficient.
    - Obtain a certificate of destruction

FACILITY: Tower Health	
MANUAL: Tower Health	**FOLDER:**
TITLE: HIPAA Violation Sanctions	**DOCUMENT OWNER:** Director, Compliance/Privacy Officer
DOCUMENT ADMINISTRATOR: VP, Chief Compliance Officer	**KEYWORDS:** Warning
ORIGINAL DATE: 4/18	**REVISION DATE(S):** 9/19

SCOPE:
Tower Health on behalf of Brandywine Hospital, Chestnut Hill Hospital, Jennersville Hospital, Phoenixville Hospital, Pottstown Hospital, Reading Hospital (including Reading Hospital Rehabilitation at Wyomissing), Tower Health Medical Group and Tower Health Partners (collectively "Tower Health")

PURPOSE:
To describe the sanctions that can be imposed against a workforce member who violates any privacy or information security policies and /or procedures.

POLICY:
Tower Health will take appropriate corrective action against any member of its affiliated workforce who violates any Tower Health privacy or information security policies and/or procedures.

A. Tower Health affiliates provide and document regular training and awareness for workforce members on HIPAA privacy and information security policies and procedures.

B. Sanctions are evaluated and determined on a case-by-case basis, considering the specific circumstances and severity of the violation.

C. All privacy and security violations are investigated by the appropriate Privacy Office and other internal and external resources as appropriate.

D. The identification and determination of sanctions must occur with appropriate involvement of the Privacy Office, Human Resources, Medical Staff, when appropriate, and the employee's manager. Please refer to the Behavorial and Performance expectation policy for additional guidance.

E. Workforce members whose employment has been terminated for HIPAA violations will be permanently banned from acquiring future access to information systems at Tower Health affiliated entities.

F. Sanctions can include but are not limited to:
   1. Required retraining
   2. Counseling
   3. Written warning

4. Final warning
5. Termination

DEFINITIONS:

Access means to open, enter or load (with respect to computer access) protected health information.

Disclose means the release, transfer, provision of access to, or divulging in any manner of information outside Tower Health.

Protected Health Information Any individually identifiable health information, including demographic data, that relates to the individual's past, present or future physical or mental health condition, the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual, and that identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual, that is held or transmitted by Tower Health or its business associates, in any form or media, whether electronic, paper, or oral. Information that has been de-identified in accordance with 45 C.F.R. § 164.514(b) is no longer PHI and thus any inadvertent or unauthorized use of de-identified information will not be considered a breach for purposes of this Policy. PHI includes information gathered as part of the patient care process and includes, but is not limited to:

1. Name
2. Geographic subdivision smaller than State
3. ZIP code (greater than the first 3 digits or more of the ZIP code)
4. Elements of date directly related to an individual (i.e. date of birth)
5. Telephone numbers
6. Fax numbers
7. E-mail addresses
8. Social security numbers
9. Medical record numbers
10. Health plan numbers
11. Patient account numbers
12. Certification or license numbers
13. Vehicle identifiers
14. Device identifiers (i.e. serial number on a pacemaker)
15. Universal Resource Locators/URLs (e.g. website addresses)
16. IP addresses
17. Biometric identifiers
18. Full face images

Use means the sharing, application, utilization, examination, or analysis of such information with Tower Health.

PROCEDURE:

1. When a workforce member violates a Tower Health privacy or security policy, sanctions will be imposed in accordance with the Level of Violation chart.

Level of Violation	Description of Violation	Disciplinary Guidelines
Level 1- Inadvertent access or disclosure of PHI in any format	1. Not signing off computer when leaving work area 2. Inadvertent disclosure of PHI to wrong patient	1st Offense: counseling 2nd Offense: written warning 3rd and subsequent: disciplinary action up to and including termination

	3. Failure to follow appropriate guidelines for the use of fax, mailing, e-mail, computer or other transmission of patient information causing a disclosure to an unintended recipient 4. Discussing PHI in a non-secure area (lobby, hallway, cafeteria, elevator)	
Level 2- Intentional access and willful disregard	1. Sharing password with co-worker 2. Accessing confidential medical, billing or demographic information on patient you have no job-related responsibility for, including friends and your own clinical record.	1st Offense: disciplinary action up to and including termination
Level 3 – Purposeful, intent to harm or criminal intent	1. Using a co-worker's password without his/her knowledge 2. Releasing data for personal gain 3. Releasing data with intent to harm the reputation of the individual or Tower Health 4. Unauthorized or impermissible disclosure or access such as: • HIV test results • Records of sexual assault or any condition with special protection from the state or federal government. • Posting patient information to social media • Texting information or images from patient medical record without a business of clinical need.	1st Offense: disciplinary action up to and including termination

The examples and disciplinary guidelines **<u>are not</u>** designed to capture every situation involving privacy or information security violations.

GUIDELINE:

PROVIDER PROTOCOL:

EDUCATION AND TRAINING:
Annual HIPAA Training

REFERENCES:
45 CFR 164.308(a)(1)(ii)(C)
Risk Analysis
Risk Management
Information System Activity Review
Security Management Process
Recording Patients, Guests, and Staff Members Reading Hospital document
Social Media Tower Health document

COMMITTEE/COUNCIL APPROVALS:

CANCELLATION:
The content of this document supersedes all previous policies/procedures/protocols/guidelines, memoranda, and/or other communications pertaining to this document.