

Date: March 8, 2017

To: House Officers Appointed to St. Louis Children's Hospital for Academic Year 2017-2018

From: Joan Magruder
President

Re: St. Louis Children's Hospital Memorandum of Appointment to House Staff

1.0 **PURPOSE:** The primary purpose of this program is educational, and the program follows policies and procedures set forth by the Washington University School of Medicine/Barnes-Jewish Hospital/ St. Louis Children's Hospital Graduate Medical Education Consortium (GME Consortium). The training program will meet the standards of the Essentials of Accredited Residencies as approved by the Accreditation Council for Graduate Medical Education (ACGME) for each ACGME approved training program.

2.0 **STIPENDS:** Stipends for St. Louis Children's Hospital (SLCH) appointed House Officers for the academic year are determined annually by SLCH and approved by the GME Consortium. Stipends are paid bi-weekly. Your stipend for this academic year is noted on the enclosed acceptance page. Stipend levels are posted on the GME Website at <http://gme.wustl.edu> under the link "About the GME Consortium" select the Policy tab.

3.0 **MEDICAL LICENSURE:** All House Officers are required to have a license to practice medicine in the State of Missouri. The Hospital will pay one temporary license fee (\$30.00 annually) and one registration fee for Missouri Bureau of Narcotic and Dangerous Drugs fee (\$90.00 for three years) for each House Officer. House Officers with a temporary license are authorized to prescribe prescription drugs, including controlled substances, only for patients cared for within the framework of the training programs. This prohibits prescribing for self, family members, friends, hospital staff or other persons except as patients of the training program. Federal regulations require that each controlled substance prescription written in the training program shall have the name (printed, typed or stamped) and signature of the issuing physician plus his or her temporary DEA number printed on the prescription.

House Officers who graduate from other than United States or Canadian Medical Schools must meet the requirements of the Education Council for Foreign Medical Graduates (ECFMG). House Officers who do not have a permanent or temporary license must function as senior medical students until a license is secured. Completed temporary licensure applications shall be sent to the State Board by the Hospital. This requirement does not relieve the applicant of the responsibility for completing all information required for the filing of the application. No applicant shall begin practicing until the temporary license has been issued. In Missouri, it is a felony to practice medicine without a license.

House Officers may choose to apply for permanent licensure. You are responsible for fees: \$300.00 first time; \$200.00 for 2-year renewal. The House Officer is also responsible to obtain the information packet from the Board of Registration for the Healing Arts and to assemble the necessary documents. The GME office will provide advice if needed. The \$30.00 yearly renewal fee for a temporary license will be reimbursed to those House Officers who maintain a permanent Missouri license.

4.1 **VACATION, LEAVE, MEALS, LAB COATS, PARKING:** Through the auspices of the GME Consortium and the Hospital, House Officers are provided the following schedule of benefits:

4.2 VACATION AND LEAVE: House Officers have a total of 30 paid workdays off. For purposes of this policy, a workday is defined as Monday through Friday. Fifteen (15) of those days are defined as vacation. Vacation days should be scheduled in advance and may be taken at any time during the year with the approval of the Program Director. There are no recognized holidays. Duties are assigned by each Program Director.

House Officers may be paid for up to 15 days of leave in the case of their own illness. This leave may also be used for your own medical conditions related to pregnancy and childbirth. In the case of any extended illness or disability, House Officers must use available vacation days after they have exhausted their 15 days of paid leave.

Paid time off does not carry over from year to year nor is there a payment for any days that are not used. For purposes of this policy, the year begins on July 1. Time off will be prorated for House Officers who join St. Louis Children's Hospital throughout the year.

Additional unpaid leave may be available in certain circumstances, with the approval of the Program Director. Additional leave may require extension of the training program depending on the guidelines established by the ACGME, Residency Review Committee and/or certifying Board for that particular program. Leave must be requested in advance of the actual leave. Additional documentation may be required by your training program to suspend the award and/or accrual of service in order to calculate the time away from the training program. To obtain further information regarding how a leave relates to Board requirements, contact your Program Director.

The Leave Policy is intended to provide you with specified paid time off, as well as unpaid leave should the need arise. This leave policy ensures that House Officers have the opportunity to rest and provides financial security in case of illness. It is intended to comply with the federal Family and Medical Leave Act (FMLA) as applicable.

4.3 FMLA: House Officers who are eligible (employed within BJC HealthCare for at least 12 months and worked at least 1,250 hours during the 12 months prior to the commencement of the leave) may request leave for his/her own serious health condition, the care of a new child or the health care of a seriously ill family member or for any other reason as outlined under the FMLA unpaid leave for a maximum of 12 weeks in a 12 month period of time, which is calculated by looking backward at the amount of leave taken within the 12 month period immediately preceding the commencement of the requested leave, will be granted per FMLA stipulations. Medical certification will be required for leaves due to your or your family member's serious health condition. Conditions and requirements apply; see also BJC Policy 4-8, Family and Medical Leaves of Absence, FMLA.

NON-FMLA: For those situations in which you, for any reason, do not qualify for a FMLA leave, you may request a leave from the Program Director. The granting of such leave, as well as the duration thereof, is at the discretion of the Program Director. You may apply for such leave with respect to absences in excess of thirty (30) consecutive calendar days. You must supply such supporting documentation as requested by the Program Director including, for medical leaves, a physician's certification.

In the Pediatric Residency Training program, leave of six weeks will not delay promotion to the next level nor cause extension of the thirty-six month residency period provided all other requirements are met. Leave in excess of six weeks will delay promotion to the next level and may extend the duration of the residency. For more information, (and for information regarding compensation during non-FMLA leaves) see BJC HealthCare Policy 4-9, Leaves of Absence.

4.4 Meals are available at reduced rates in the cafeteria. On-call meal expenses are reimbursed in December at a rate set by the Hospital and based on frequency of on-call assignments.

4.5 On-call quarters are provided in the Hospital for overnight assignments. The Hospital does not provide living quarters for House Officers or their families during the training year.

4.6 Free parking is provided in the St. Louis Children's Hospital Employee garage. Your SLCH identification badge will be programmed for access. Shuttle buses serve the garage and medical center.

4.7 Lab coats are provided by the Hospital: two lab coats the first year; thereafter, one lab coat per year as needed for replacement for the duration of your residency training program.

4.8 STRESS COUNSELING AND/OR MENTAL ILLNESS: The BJC Employee Assistance Program (EAP) helps you deal with problems in life that can affect your job performance and quality of life. The EAP provides professional counseling and work/life referral services to ensure that you and your family receive the help, guidance and support that you need.

The EAP offers a variety of short-term problem resolution therapy services in person, by phone and through the Internet. The number of short-term counseling sessions provided under the EAP is based on clinical need.

Call 314-747-7490 or if you are out of the St. Louis area, call 888-505-6444 for EAP service information, to make an appointment or to speak with a professional to discuss your concern.

4.9 IMPAIRED PHYSICIANS IN TRAINING: The Hospital will follow the GME Consortium's Policies and Procedures for Identification and Treatment of Impaired Physicians in Training when performance is affected by mental health problems or substance abuse. The intent of this policy is to facilitate treatment of the impaired House Officer and to ensure the safety of patients, family and significant others. A copy of the policy is provided during orientation, when revisions occur and is posted on the GME website.

4.10As a member of graduate medical education training programs, House Officers are not eligible to participate in the Hospital's tuition reimbursement program.

5.0 PROFESSIONAL LIABILITY INSURANCE: House Officers are provided professional liability coverage while acting within the scope of the residency training program, including the COPE program. St. Louis Children's Hospital provides coverage through a self-funded trust at a minimum of \$ 1,000,000 per occurrence. Excess liability coverage is provided through BJC HealthCare.

When you rotate to other institutions in the Washington University medical center, your professional liability coverage will be provided by that institution. For example, while you are on Labor and Delivery rotations at Barnes-Jewish Hospital (BJH), BJH provides professional coverage of the same nature as that provided by SLCH.

Professional liability coverage for elective rotations must be requested for approval in advance of the rotation. Contact the House Staff Coordinator for forms and assistance.

While coverage levels change from time to time, levels will be maintained to provide coverage commensurate with the needs of the Hospital, its employees and BJC HealthCare. The occurrence type coverage provided through the self-funded trust precludes the need for extended reporting (“tail”) coverage when you finish your program.

You must report occurrences which may result in a claim or lawsuit to her/his supervisor or to Risk Management (SLCH: 454-2633 or 454-2786 / BJH: 454-7542 or 454-7548). Examples of reportable occurrences include: unexpected adverse complications, permanent injury, unexpected death, significant temporary injury.

If you are involved in a potential liability incident, do not provide written accounts of the incident to anyone (including your attending) without first consulting Risk Management. Without proper protection, this information can be discoverable in a subsequent lawsuit. The Risk Management director or coordinator will help you deal with an incident without creating additional risk.

As a condition of professional liability coverage and your employment, you must participate in the defense of claims against you, your fellow St. Louis Children’s Hospital employees and related institutions. For continuation of your coverage, even after completion of your program, continued cooperation is required. St. Louis Children’s Hospital reserves the right to terminate your coverage **or otherwise recover resulting losses** should you fail to cooperate in the defense of a malpractice claim in which you are involved in any way, even as a fact witness. Your participation may require time for a deposition or trial testimony once you are in private practice or other settings. It also will include time to meet with Risk Management personnel and defense counsel. Risk Management makes every effort to minimize impositions on your schedule, but they are essential. **Live testimony from House Officers and presence at trial help provide a strong defense.** The self-funded trust covers thousands of House Officers and other employees. We do not reimburse for your time involved in the defense process; we will reimburse for pre-approved out-of-pocket expenses.

On request and with your written authorization, BJC Risk Management will provide information concerning your coverage and claims history to any licensing or insuring entities or provider institutions where you are requesting appointment. Please direct requests to:

BJC HealthCare
Department of Risk Management
Attn: Insurance Services Coordinator
8300 Eager Road, Suite 600A
Saint Louis, MO 63144
Phone: (314) 286-0664
Fax: (314) 286-0675

NOTICE: The benefits described in sections 6.0 through 11.0 are available to House Officers and their dependents who meet the eligibility requirements of the corresponding benefits plans. The plan documents provide a full description of the benefits offered, including eligibility, coverage, limitations, and exclusions. The plan documents will always govern if there is a discrepancy between this letter and any of the plan documents. BJC hopes to continue the plans indefinitely, but it reserves the right to end or change any of the plans at any time and for any reason, without notice. To obtain a copy of the Summary Plan Description (SPD) and any Summary of Material Modifications (SMM) for each plan, please see “Benefits Resources” on the BJC Total Rewards website or contact your Human Resources department.

6.1 MEDICAL, DENTAL AND VISION INSURANCE: As a newly benefits eligible House Officer, enrollment is available to you, your eligible spouse, your eligible dependent child(ren) up to age 26, and your eligible disabled unmarried children age 26 or older. Qualified dependents are eligible to participate in medical, dental and vision plans under which the House Officer is enrolled provided enrollment is completed within the first fifteen (15) days of employment. Your medical coverage will be effective on your first day of employment, provided enrollment is timely completed. Your dental and vision coverage will be effective on the first day of the month after 30 days of employment provided enrollment is timely completed. You may make changes at the next fall annual enrollment period (which changes are generally effective the following January 1st). It is your responsibility to enroll each year and verify the appropriate payroll deductions are being taken for the benefits you have elected.

DEPENDENT ELIGIBILITY VERIFICATION: Please note that if you are enrolling your spouse or dependent child(ren) for the first time, your dependents will need to be verified by our eligibility administrator, Secova. If this applies to you, you will receive a verification packet from Secova, and you will be asked to provide appropriate documentation by the deadline indicated in your packet. The packet will contain specific information, but generally, it includes the following:

- To verify a spouse: marriage certificate and utility bill/bank statement OR a tax return, and
- To verify a child: birth certificate OR tax return.

Note: The deductibles, out-of-pocket maximums, copays, coinsurance, and other amounts noted in Sections 6.1 through 10 below are applicable to the 2017 plan (calendar) year.

6.2 MEDICAL: To serve the different personal and family needs of individuals, you are offered a choice of two medical coverage options: the BJC Choice Plus option and the BJC Choice option. The medical coverage options are administered by Cigna HealthCare using the Cigna Open Access Plus (OAP) provider network. Each medical option has a BJC Facility network benefit and a Cigna network benefit, as well as a non-network benefit with higher copayment levels.

Prescription drug benefits are administered by Express Scripts and are the same regardless of the medical option in which you enroll. There are no non-network benefits; participating pharmacies must be used in order to receive coverage.

Please refer to your Summary Plan Descriptions (SPD) and any Summary of Material Modifications located on the BJC Total Rewards website for a schedule of benefits and additional information.

6.3 DENTAL: BJC offers you two dental options, administered by Delta Dental: High Option and Low Option. Both options provide access to the Delta Dental Premier network, which features more than 80 percent of dental care providers nationwide as well as access to the Delta Dental PPO (preferred provider organization) network, which includes nearly 50 percent of all dentists nationwide. Both the High and Low options cover in-network preventive services (e.g., two dental cleanings per year) with no deductible. Both options also cover services for basic care and major care, with dental plan participants paying more for these services under the Low option. Please refer to your Summary Plan Description (SPD) and any Summary of Material Modifications located on the BJC Total Rewards website for a schedule of benefits and additional information.

6.4 VISION: Vision coverage is offered through Vision Service Plan (VSP). You can select coverage for yourself and any of your eligible dependents. If you obtain services from a VSP provider, VSP will pay the provider directly. You pay only a copayment for an annual eye examination and an additional copayment for eyeglasses. You are responsible for the cost of any additional services such as tints, coated lenses, progressive lenses, etc., or the cost of a frame over the VSP allowance. Note: The Cigna medical

plan provides an annual preventive vision wellness exam at no cost. If you and your family are not in need of glasses or contact lens, then you may want to utilize just the Cigna medical coverage. Please refer to your Summary Plan Description (SPD) and any Summary of Material Modifications located on the BJC Total Rewards website for a schedule of benefits and additional information.

6.5 BARNES EYECARE NETWORK DISCOUNT (VISION DISCOUNT): The Vision Discount is a program offered to all employees by the Barnes Eyecare Network (BECN). Employees and their dependents are eligible automatically for the discounts and do not need to enroll. No premiums are required. You pay only for the services and products you receive. There are no claims to file. You simply show your BJC ID when you visit a network provider. The provider network includes ophthalmologist and optometrists conveniently located for most employees. You and your dependents can obtain savings off retail prices on high-quality services and products – with no limit on the number of purchases.

7.0 FLEXIBLE SPENDING ACCOUNTS (FSA): You will have an opportunity to take advantage of Healthcare and/or Dependent Care (daycare) Flexible Spending Accounts (FSA). With these accounts, you can set aside money from your paycheck before taxes are withheld to pay for eligible health and dependent daycare expenses during the calendar year. You must use the money set aside in the FSAs for eligible services. Any money left in the Dependent Care account(s) after the submission deadline will be forfeited. Participants with Health Care account balances of \$50 or more can carry over up to \$500 of unused funds from the previous year. Please refer to your Summary Plan Description (SPD) and any Summary of Material Modifications located on the BJC Total Rewards website for more information regarding account limits, eligible expenses and reimbursement requirements.

8.0 LIFE AND AD&D INSURANCE: Basic life and accidental death and dismemberment (AD&D) coverage equal to one (1) times your annual base salary is provided and paid by BJC for regular, full-time employees. Additional coverage may be purchased up to five (5) times your annual base salary. Subject to age reductions, the minimum benefit under the plan is \$15,000 and the maximum benefit is \$1.5 million. If an employee's life insurance coverage is in excess of \$50,000, the IRS requires that the cost of coverage over \$50,000 be considered taxable income. The cost is calculated according to a table that uses rates established by the IRS based on the employee's age. Your basic and supplemental life and AD&D coverage is effective on the first day of the month following 30 days from your hire date provided enrollment is timely completed.

9.0 DEPENDENT LIFE INSURANCE: You may also purchase life insurance coverage for your spouse and/or eligible dependent child(ren). The insurance pays a benefit to you upon the death of your covered dependent for any reason, or earlier as a special benefit in the case of terminal illness. No beneficiary designation is necessary as you are automatically the beneficiary. There are two coverage options for your eligible spouse: \$20,000 or \$50,000. The cost of coverage is based on the employee's age. There are two coverage options for your eligible child(ren): \$5,000 or \$10,000. Evidence of Insurability (EOI) is required for coverage for your spouse if you do not enroll when first eligible, try to increase coverage during annual enrollment, or have a "change of status" as permitted in the Summary Plan Description (SPD).

10.0 LONG-TERM DISABILITY: You are automatically enrolled in long-term disability (LTD) coverage the first day of the month following 30 days from your hire date through group coverage insured by Unum. LTD coverage will provide benefits after you have been continuously disabled for 90 days. You are required to purchase the BJC LTD coverage unless you demonstrate to the satisfaction of BJC that you currently have LTD coverage with another plan. The LTD coverage is 60 percent of base monthly pay (subject to a maximum benefit of \$3,000 per month). LTD Coverage is paid for entirely by you and may be waived within 15 days of your hire date if proof of other LTD coverage is provided. You

may drop LTD coverage during the annual benefits enrollment period if you provide proof of other LTD coverage at that time. For more information regarding the coverage, restrictions, and exclusions, please refer to your Certificate of Coverage, your Summary Plan Description (SPD) and any Summary of Material Modifications located on the BJC Total Rewards website.

11.0 RETIREMENT SAVINGS: You will have the opportunity to save for retirement through the BJC 401(k) Plan or the BJC 403(b) Plan, as applicable. Your contributions are deducted from your paycheck on a pre-tax basis – which means you do not pay federal or state income taxes on these contributions (or investment earnings) until you make withdrawals during retirement. Employees who contribute to the BJC 401(k)/403(b) Plans are eligible for a matching contribution from BJC. Contributions from employees are always 100 percent vested. BJC matching contributions are 50 percent vested after one year of service and 100 percent vested after two years of service.

12.0 OUTSIDE EMPLOYMENT/MOONLIGHTING: Graduate Medical Education at St. Louis Children's Hospital is a full time experience. Outside employment of House Officers is not encouraged and may adversely affect your duty hours' requirement. Further, outside employment is not permitted without prior, written authorization of your Department Chair and the President of the Hospital. If such authorization is granted, you must obtain permanent licensure, a personal DEA number, and a personal BNDD number. Documentation of outside employment and the written authorization will be part of your file. For purposes of this agreement, outside employment is defined as the practice of medicine for financial remuneration in a setting not recognized as part of the training program by the Program Director, Department Chair, and/or President of the Hospital. Any House Officer who violates this prohibition may be subject to Disciplinary Action, including termination from his/her respective residency training program. In addition, St. Louis Children's Hospital is not responsible for and will not defend or cover a House Officer's liability resulting from claims arising out of occurrences off St. Louis Children's Hospital premises or other than pursuant to this appointment.

13.1 ASSIGNMENT AND DUTY HOURS: Duty hours will be assigned, monitored and reported in accordance with the ACGME's Common Program Requirements and specific program requirements set forth by each Residency Review Committee, and the training program. Your Program Director will discuss policies that apply for your ACGME-approved program; House Officers will collect raw data in the manner required by the training program, and accurately report time worked to their Program Director and the Office for the Associate Dean for GME upon request.

In order to ensure institutional compliance, House Officers in ACGME accredited training programs must participate in all anonymous surveys conducted by the sponsoring institution as outlined in the policy on Monitoring and Reporting Duty Hour Compliance, which can be found on the GME website at <http://aladdin.wustl.edu/gme/gme.nsf> under the link "About the Consortium". House Officers must also participate in anonymous surveys conducted by the Accreditation Council for Graduate Medical Education (ACGME) upon their request.

13.2 Duty hours must be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities related to the training program **and** hours authorized by the program director for outside employment.

13.3 One 24-hour span of time in seven days (averaged over four weeks) free from all educational and clinical responsibilities must be provided to all House Staff.

13.4 Continuous on-site duty, including in-house call, must not exceed 24 consecutive hours. You may remain on duty for up to six additional hours for transfer of patient care, maintenance of medical and surgical care of patients you have previously treated as a house staff member, outpatient community clinics and didactic activities. No new patients may be accepted after 24 hours of continuous duty. Your Program Director will clarify the relevant RRC Program Requirements to provide guidance in this area.

13.5 A 10-hour period for rest and personal time should be provided between all duty periods and after in-house call.

13.6 Duty hours will be monitored on a monthly basis. The House Officer will record hours on a specified template; the completed information will be returned to the Program Coordinator each month. The Program Coordinator will review the data monthly and will review results with the House Officer twice yearly or more frequently in case of repeated violations.

13.7 Repeated violation of duty hour's requirements or failure to monitor timely and accurately will result in mandatory use of future vacation time to allow rest and prevent fatigue.

13.8 An attestation of duty hour compliance will be required periodically from the House Officer in the form of surveys by the GME Consortium and/or the ACGME.

13.9 Issues related to sleep deprivation and fatigue must be reported to the Chief Resident, supervising attending or Program Director to allow for appropriate coverage.

13.10 House officers must participate in educational opportunities to identify the signs and effects sleep deprivation may have on their performance.

14.0 **SUPERVISION OF HOUSE OFFICERS:** The GME Consortium requires that programs provide a plan for adequate supervision to include the following elements:

14.1 House Officers will be provided with prompt, reliable systems for communication and interaction with supervisory lines of responsibility.

14.2 Supervisory lines of responsibility will be clearly indicated.

15.1 **RESPONSIBILITIES OF HOUSE OFFICERS:** In participating in educational activities and providing services in the Residency/Clinical Fellowship program, you agree to do the following:

15.2 Comply with all applicable policies, procedures, rules, bylaws, and regulations of the GME Consortium, Washington University School of Medicine and Hospitals to which he or she rotates, including without limitation all policies requiring immunizations, an annual flu shot, drug testing policies, and annual tuberculosis skin testing.

15.3 Comply with all applicable state, federal, and local laws, as well as the standards required to maintain accreditation by the ACGME, RRC, JCAHO and any other relevant accrediting, certifying, or licensing organizations, including participation in formal education and training for HIPAA compliance.

15.4 Participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program Director, attend all required educational conferences, assume responsibility for teaching and supervising other House Officers, and participate in assigned Hospital and/or University committee activities.

15.5 Participate in hospital quality improvement programs, committees and councils as requested, especially those related to patient care review activities; and apply cost containment measures in the provision of patient care.

15.6 Fulfill the educational requirements of the program.

15.7 Use your best efforts to provide safe, effective, and compassionate patient care and present at all times a courteous and respectful attitude toward all patients, colleagues, employees and visitors at the School of Medicine, Hospitals and other facilities and rotation sites to which you are assigned.

15.8 Provide clinical services:

15.8.1 Commensurate with your level of advancement and responsibilities.

15.8.2 Under appropriate supervision.

15.8.3 At sites specifically approved by the Program.

15.8.4 Under circumstances and at locations covered by the professional liability insurance maintained by the Hospital.

15.8.5 Develop and follow a personal program of self-study and professional growth under guidance of the Program's teaching faculty

15.8.6 Fully cooperate with the Program, School of Medicine and Hospital in coordinating and completing documentation required by the RRC, ACGME, Hospital, School of Medicine, Department and/or Program, including but not limited to the legible and timely completion of patient medical records, charts, reports, time cards, operative and procedure logs, and faculty and Program evaluations.

15.8.7 Use computers and internet technology in support of patient care and education in a responsible manner and in compliance with applicable policies and regulations of the Hospital and other regulatory bodies, utilizing only the unique user ID assigned to you.

Failure of the House Officer to comply with any of the Responsibilities set forth above shall constitute grounds for disciplinary action, up to and including suspension or termination from the Program.

16.1 **EVALUATION AND PROMOTION:**

16.2 **EVALUATION:** Your educational and professional progress and achievement is evaluated by the Program Director and Program faculty on a regular and periodic basis. The Program Director or designee shall have a meeting with you to discuss a written summary of the evaluations at least once in each six month period or more frequently as dictated by individual program RRC requirements.

The evaluations are based on the following elements:

- Fund of medical knowledge and application of that knowledge
- Judgment
- Personal character traits displayed, interpersonal skills
- Clinical and technical skills
- Ability to assume increasing levels of responsibility for patient care

An evaluation file shall be maintained by the Program Director for each House Officer and treated as confidential. The file may be reviewed by the House Officer and by departmental faculty and staff with legitimate educational and administrative purposes. In addition, reviewers from the GME Consortium's standing committee on Program Evaluation may ask to review a representative set of House Officer files as part of the internal review process set forth by the GME Consortium.

16.3 PROMOTION: Promotion to the next level of the Program depends upon your performance and qualifications. Decisions about promotion or reappointment of by the Program Director and Department Chairman will be communicated to you as soon as reasonably practicable. Decisions not to renew contracts will be communicated in writing no later than four months prior to the end of the contract term. In instances where the primary reason for non-renewal occurs within the four months prior to the end of the contract, written notice will occur as soon as reasonably possible before the end of the contract period.

17.0 COMPLETION OF TRAINING: The requirements for satisfactory completion of the training program are defined by the Program Director and the Department Chairman and are consistent with the requirements of the ACGME and the pertinent RRC. Certificates are issued upon completion of the respective approved training programs. However, you must, at a minimum, fulfill the following criteria to achieve satisfactory completion of the Residency program:

17.1 Demonstrate a level of clinical and procedural competence to the satisfaction of the Program Director.

17.2 Fulfill the Department's scoring requirements on the Resident's In-Training Examination as used by the program and approved by the pertinent RRC.

17.3 Fulfill the requirements of the applicable American Board for completion of approved training in your specialty.

17.4 Demonstrate attitude, demeanor and behavior appropriate to your specialty regarding how you relate to patients, other health care professionals and colleagues.

17.5 Complete any other requirements of your Department.

17.6 In addition to the requirements of each Department, satisfactory completion requires that your medical records be in order and completed, that any financial obligations owed the Hospitals or School of Medicine are paid or terms established for payment, that all Hospital or School of Medicine property issued solely for use during an academic year, including identification badges and beepers, must be returned or paid for, and that a forwarding mailing address be provided to the Hospital's GME Office.

18.0 MEDICAL STAFF APPOINTMENT: Completion of training at St. Louis Children's Hospital does not automatically qualify a physician for appointment to the Medical Staff.

19.1 DISCIPLINARY ACTION, SUSPENSION, OR TERMINATION

19.2 INFORMAL PROCEDURES: Program Directors are encouraged to use informal efforts to resolve minor instances of poor performance or misconduct. In any case in which a pattern of deficient performance has emerged, informal efforts by the Program Director shall include notifying the House Officer in writing of the nature of the pattern of deficient performance and appropriate steps to be taken by the House Officer as needed. If these informal efforts are unsuccessful, or where performance or misconduct is of a serious nature, the Department Chair or Program Director may impose formal disciplinary action.

19.3 FORMAL DISCIPLINARY ACTION: Disciplinary action may be taken for due cause, including but not limited to any of the following:

19.3.1 Failure to satisfy the academic or clinical requirements of the training program.

19.3.2 Professional incompetence, misconduct, or conduct that might be inconsistent with or harmful to patient care or safety.

19.3.3 Conduct that is detrimental to the professional reputation of the Hospital or School of Medicine

19.3.4 Conduct that calls into question the professional qualifications, ethics, or judgment of the House Officer, or conduct which could prove detrimental to the Hospital's or School of Medicine's patients, employees, staff, volunteers, or operations.

19.3.5 Violation of the bylaws, rules, regulations, policies, or procedures of the GME Consortium, School of Medicine, Hospital, Department, Division, or training program, including violation of the Responsibilities of House Officers set forth above.

19.3 **SPECIFIC PROCEDURES:** Formal disciplinary action includes (1) suspension, termination, or non-reappointment; (2) reduction, limitation, or restriction of the House Officer's clinical responsibilities; (3) extension of the residency or denial of academic credit that has the effect of extending the residency; or (4) denial of certification of satisfactory completion of the residency program.

The Program Director or Department Chair shall notify the House Officer in writing of the action taken and the reasons. A copy of the notification shall be furnished to the Hospital's GME Office and the Associate Dean for Medical Education (Graduate Medical Education). The notification should advise the House Officer of his or her right to request a review of the action in accordance with the grievance procedure set forth below. In the case of a suspension, the written notification should precede the effective date of the suspension unless the Program Director or Department Chair determines in good faith that the continued appointment of the House Officer places safety or health of Hospital or School of Medicine patients or personnel in jeopardy or when immediate suspension is required by law or necessary in order to prevent imminent or further disruption of Hospital or School of Medicine activities, in which case the notice shall be provided at the time of suspension.

19.4 **COMPLAINTS BY HOSPITAL:** If the President of the Hospital or his or her designee receives a complaint about performance or conduct of a House Officer, the matter should first be brought to the attention of the Program Director or Department Chair. If the complaint is not resolved at the departmental level, then the Hospital shall have the right to request a review of the complaint under the grievance procedure set forth below.

19.5 **REPORTING OBLIGATION:** Section 383.133 of the Missouri Revised Statutes requires the chief executive officer of any hospital or ambulatory surgical center to report to the State Board of Registration for the Healing Arts any final disciplinary action against a physician licensed in Missouri for activities which are also grounds for disciplinary action by the State Board or the voluntary resignation of any physician licensed in Missouri against whom any complaints or reports have been made which might have led to such disciplinary action.

20.1 **PROCEDURE FOR REVIEW OF ACADEMIC AND DISCIPLINARY DECISIONS RELATING TO HOUSE OFFICERS**

20.2 Preamble.

Both the School of Medicine and the Hospitals recognize that the primary responsibility for academic and disciplinary decisions relating to House Officers and residency programs resides within the departments and the individual residency programs. Academic and performance standards, and methods of training and evaluation, are to be determined by the departments and programs and may differ among them.

The interests of the House Officers, the Medical School, and the Hospitals are best served when problems are resolved as part of the regular communication between the House Officers and departmental officials in charge of the training program. House Officers are encouraged to make every effort to resolve disagreements or disputes over academic or disciplinary decisions or evaluations by discussing the matter with the Department Chair, Division Director or Program Director, as appropriate. The Office of the Associate Dean for Medical Education is available to provide guidance in this effort. The department may also have available a more formal procedure for review of an academic or disciplinary decision or evaluation.

If the matter is not resolved, either by informal or formal means, at the departmental level, and the action taken by the department involves (1) suspension, termination, or non-reappointment; (2) reduction, limitation, or restriction of the House Officer's clinical responsibilities; (3) extension of the residency or denial of academic credit that has the effect of extending the residency; or (4) denial of certification of satisfactory completion of the residency program, then the House Officer may request a review of the departmental decision, which will follow the procedure set forth below. Decisions or actions other than those described in the preceding sentence are not subject to review under this procedure. The availability of this procedure for review of certain kinds of decisions in no way is intended to affect the right of the department and/or the Hospital to counsel and evaluate House Officers routinely on performance or progress in the normal course of the training program.

20.3 Associate Dean. The House Officer shall make the request for review in writing within 30 calendar days after the departmental decision to the Associate Dean for Medical Education, describing the matter in dispute and all previous attempts at resolution. The Associate Dean shall forward a copy of the request to the Program Director, who shall have the opportunity to respond in writing within 10 calendar days, a copy of which shall be furnished to the House Officer. (Copies of all correspondence relating to the review shall be furnished by the Associate Dean's office on a confidential basis to the President of the Hospital.) The Associate Dean shall discuss the dispute with the House Officer and the Program Director (and the Hospital, if appropriate) in an effort to resolve the matter. If the matter is not resolved within 30 calendar days from the date of receipt of the request for review, the Associate Dean shall notify the House Officer in writing that the matter has not been resolved and that the House Officer has a right to request a hearing. If the matter is resolved, the Associate Dean shall summarize the resolution in a letter to the House Officer, Program Director, and President of the Hospital.

20.4 Hearing Panel. The House Officer shall make the request for a hearing in writing to the Chair of the GMEC within 7 calendar days after the date of the notice from the Associate Dean that the matter has not been resolved. The Chair of the GMEC shall appoint a five-member hearing panel, three members to come from the GMEC membership -- one program director, who shall act as chair of the hearing panel, one senior House Officer, and one Hospital representative -- and two members to come from the elected representatives of the clinical departments to the Executive Committee of the Faculty Council or the Faculty Rights Committee of the School of Medicine. No member of these bodies who has been involved in the dispute in any way shall serve on the hearing panel.

A hearing date shall be set by the chair of the hearing panel within 30 calendar days of the receipt of the House Officer's request for a hearing. At least seven calendar days before the hearing, the Program Director shall furnish the chair of the hearing panel and the House Officer with a statement of reasons for the action taken, along with any supporting documentation. The House Officer shall have the opportunity to respond in writing at least two calendar days before the hearing, copies to be furnished to the chair of the hearing panel and the Program Director.

At the hearing, both the House Officer and the Program Director may present evidence and witnesses, subject to limitations set by the chair based on relevancy or time, and may examine the evidence and witnesses presented by the other. The members of the hearing panel may also ask questions and request the presence of additional witnesses if deemed necessary. A stenographic record of the hearing will be made. The House Officer may be accompanied by one advisor, identified by name and title at least six days before the hearing, who may advise the House Officer but not otherwise participate in the hearing. The hearing shall not be construed as a formal legal proceeding, and formal rules of law or evidence shall not apply.

Subsequent to the conclusion of the hearing, the hearing panel shall deliberate in private and reach a decision as to its recommendation by majority vote. It shall make a written report and recommendation to the Dean of the Medical School and President of the Hospital within 15 calendar days after the conclusion of the hearing, copies of which shall be sent to the House Officer, the Program Director and the Associate Dean.

The recommendation of the hearing panel shall be accepted, rejected or modified by the Dean and President, or their designees, in writing, within 15 calendar days after the date of the recommendation and report. Copies shall be sent to the chair of the hearing panel, the House Officer, the Program Director, and the Associate Dean. The decision of the Dean and President, or their designees, shall be final.

20.5 Applicability. This procedure applies to all House Officers in ACGME-accredited residency programs at St. Louis Children's Hospital, Barnes-Jewish Hospital and Washington University School of Medicine, as well as House Officers in certain non-ACGME accredited programs as designated by the GMEC.

21.0 COMPLAINT PROCEDURE: This procedure shall apply to any House Officer complaints or grievances relating to any aspect of the residency/fellowship programs, except for departmental decisions and actions falling within four categories set forth in the Procedure for Review of Academic and Disciplinary Decisions Relating to House Officers in Section 20 above. The principles set forth in the "Preamble" to the Procedure for Review of Academic and Disciplinary Decisions Relating to House Officers apply as well to this complaint policy, and thus House Officers are encouraged to make every effort to resolve disagreements or disputes over any matter relating to the Residency/Fellowship programs by discussing the matter first with the Program Director, Division Director or Department Chair, as appropriate. If the matter is not resolved at the departmental level, or if the House Officer feels it is inappropriate or impractical to discuss the matter at the departmental level, the House Officer may submit the complaint or grievance in writing to the Associate Dean for Graduate Medical Education for consideration. The Associate Dean for Graduate Medical Education, in his or her discretion, taking into account the nature of the complaint or grievance, may, but is not required to, refer the matter to either a standing GMEC subcommittee or an ad hoc GMEC subcommittee to consider the matter. If the matter is referred by the Associate Dean to a subcommittee, the subcommittee shall report back to the Associate Dean, the GMEC and GME Board on the process followed by the subcommittee in considering the complaint or grievance and any findings or recommendations resulting there from. Additionally, the Associate Dean for GME will periodically report to the GMEC on the nature of complaints filed under this procedure, and any action taken. In the event the GMEC recommends further follow-up on a specific complaint filed, it will be submitted to a standing GME subcommittee or an ad hoc GMEC committee for further review.

22.1 **HARASSMENT:** SLCH is committed to providing a working environment in which its employees are treated with courtesy, respect, and dignity. Harassment based on such factors as race, color, sex, religion, national origin, age, mental or physical disability, sexual orientation, or any other reason will not be tolerated. Additionally, the SLCH will not tolerate or condone any action by any person, including co-workers, physicians, customers, vendors, agents or other third parties which constitutes sexual harassment of any employee or any individual working in facilities of the Consortium or any of their affiliates.

22.2 Harassment includes verbal, physical or visual conduct that creates an intimidating, offensive or hostile work environment or that unreasonably interferes with job performance. Harassment may also include unwelcome, offensive slurs, jokes, or other similar conduct. Additionally, sexual harassment includes any request or demand for sexual favors that is implicitly or expressly a condition of employment, continued employment, or considered in employment decisions.

Some examples of sexual harassment include sexual advances or suggestions; retaliation for refusing sexual advances; unwelcome sexually-oriented remarks; sexual jokes or ridicule; the display or distribution of offensive pictures, posters or cartoons; any unwelcome, intentional touching of another person's body.

22.3 Reporting violations: Employees are encouraged to report any incident of harassment by any employee or any other person. Employees should report incidents promptly to their supervisor, department director, human resources consultant or any other member of management with whom the employee feels comfortable. An employee is not required to report an incident first to his or her supervisor or department director.

Discussions of sexual harassment with the Employee Assistance Program (EAP) will be confidential and will not be considered notification to management unless the employee signs a release allowing the EAP office to inform Human Resources of the incident(s).

Management employees who receive complaints, observe or become aware of possible harassment must immediately report it to and consult with their human resources consultant to ensure proper handling. Failure to do so may result in discipline, up to and including discharge.

22.3.1 Investigating Complaints: Every complaint or report of harassment will be investigated thoroughly and promptly. Although absolute confidentiality cannot be guaranteed, all complaints will be handled as confidentially as possible, and only those persons with a need to know will be informed of the investigation findings.

The investigation findings will be documented, and the complaining employee and the alleged harasser will be kept advised of the progress of the investigation and the hospital's ultimate decision. SLCH will not tolerate any form of retaliation against any employee for making a complaint about harassment, reporting a possible incident of harassment, or cooperating in the investigation of a complaint.

22.3.2 Discipline: In the case of employees, if harassment is established, the employing institution will discipline the offender and take any other appropriate remedial action. Disciplinary action for a violation of this policy can range from written warnings up to and including discharge, depending upon the circumstances. With regard to acts of harassment by physicians, patients, visitors, or vendors, remedial action within the reasonable control of the SLCH will be taken after consultation with the appropriate management personnel.

22.3.3 **Appealing Decisions:** If the complaining employee is dissatisfied with the handling of the investigation, the employee may submit a written letter of appeal to their senior line executive and the senior human resource officer at their entity within seven (7) days of being notified of the findings and the ultimate decision. The senior human resources officer will review the investigation documentation and any other information and will provide a written response to the complaining employee within 30 days.

23.0 **EVALUATION OF THE PROGRAM:** House Officers will be provided with the opportunity to submit confidential written evaluations of the Program and the Program faculty to the Department Chairman and/or the Program Director at least annually or more frequently as required by the pertinent RRC. The files from these evaluations may be reviewed during the GME Committee's internal review process.

24.0 **RESIDENCY CLOSURE/REDUCTION:** In accordance with the institutional requirements of the ACGME, if the GME Consortium intends to reduce the size of a residency program or to close a residency program, the GME Consortium will inform you as soon as possible. In the event of such a reduction or closure, the Consortium will make every effort to allow House Officers already in the program to complete their education. If you would be displaced by the closure of a program or a reduction in the number of House Officers, the Consortium will make every effort to assist you in identifying a program in which you may continue your education.

25.0 **MEDICAL SCREENING:** New GME House Officers must complete a medical screening examination at the time training begins or within the previous three months. The examination includes medical history, PPD Tuberculin skin test (chest x-ray, if necessary), and proof of immunization or immune status for varicella, rubella, rubeola, tetanus, diphtheria, and hepatitis B as appropriate.

26.0 **GMEC POLICY ON CONSENSUAL RELATIONSHIPS BETWEEN FACULTY AND HOUSE OFFICERS:** Faculty members shall not engage in consensual relationships with House Officers whenever the faculty member has a professional "position of authority" with respect to the House Officer in such matters which involve evaluation of House Officer performance as part of the graduate medical education program. Should a consensual relationship develop, or appear likely to develop, while the faculty member is in a position of authority, the faculty member and/or the House Officer shall terminate the position of authority. Even when the faculty member has no professional responsibility to the House Officer, the faculty member should be sensitive to perceptions of other House Officers who may perceive that their peer receives preferential treatment from the faculty member or the faculty member's colleagues.

The policy also applies to relationships between House Officers and students during student rotation/ experiences in which the performance of the student as part of his or her approved curriculum is being evaluated by the House Officer. For more detail with respect to this policy, please see the policy statement appended to the GME Consortium Operating Principles, which is posted on the GME website <http://gme.wustl.edu> under the Operations tab. You may also obtain a copy of this policy from the office for the Associate Dean for Graduate Medical Education.

27.1 **DRUG AND ALCOHOL POLICY:** SLCH is committed to maintaining a safe, healthful and efficient environment for employees, patients and visitors. Therefore, employees must remain free of impairment related to substance abuse. The illegal possession or sale of any drug or alcohol on Barnes-Jewish Hospital, St. Louis Children's Hospital and Washington University School of Medicine or related entities or affiliates is prohibited.

The Drug-Free Workplace Act of 1988 requires entities which receive federal grants to certify that they will provide a drug-free workplace. The Drug-Free Workplace Policy provides for drug testing in situations which include, among others:

27.2 Drug-testing will occur, generally, during orientation and/or on arrival at SLCH and before participation in the clinical duties of the training program begins. Commencement of training is contingent on acceptable drug-test results.

27.2. “For Cause” testing - Guidelines have been established relating to testing when management suspects drug or alcohol-related impairment on the job.

For a complete list of situations subject to drug testing or for additional information, refer to Policy 7.7 in the Human Resources Policies Manual. Additional information is available in the GME Consortium Policy on Impaired Physicians in Training.

28.0 BACKGROUND CHECK: In order to comply with state and regulatory agency requirements all incoming House Officers must submit to a thorough background check. The GME office requires all incoming House Officers to submit complete and accurate information related to prior employment and living history. Issues raised during the check may be shared with the Legal Department and Program Director as necessary. Commencement of training is contingent upon an acceptable background check.

29.0 CONTROLLING DOCUMENTS OR POLICIES: If there are inconsistencies between this Hospital Memorandum of Appointment and SLCH personnel policies, this Memorandum of Appointment will govern and control.

30.0 RESTRICTIVE COVENANTS: ACGME accredited programs under the sponsorship of the GME Consortium may not require House Officers to sign non-compete clauses while in training. Non-ACGME accredited programs may utilize these contracts with written authorization of the Vice Chancellor for Medical Affairs, Washington University and the President of SLCH.

31.0 ELIGIBILITY TO WORK IN THE UNITED STATES: This Appointment is conditioned upon the House Officer’s continuing eligibility to be employed in the United States. All required documentation and visas or work permits are the responsibility of the House Officer.

32.0 MANDATORY COMPLIANCE: Each House Officer must comply with this Memorandum of Appointment, the GME Consortium Operating Principles rules, regulations and all applicable St. Louis Children’s Hospital rules, regulations, policies and procedures as now in existence and as hereafter amended from time to time. Failure of a House Officer to comply with all of the terms, and conditions of the Memorandum of Appointment, as well as the St. Louis Children’s Hospital and the GME Consortium Operating Principles rules, regulations, policies and procedures in effect from time to time, may result in Disciplinary Action including dismissal from the St. Louis Children’s Hospital residency or Clinical Fellowship program. Your signature on the Appointment Acceptance indicates acknowledgment and agreement to the terms of the St. Louis Children’s Hospital Memorandum of Appointment to the House Staff as described herein. Please return one signed copy (keep one for your files) of the Appointment Acceptance to:

Joan Magruder, President
St. Louis Children’s Hospital
One Children’s Place
St. Louis, MO 63110