

# GRADUATE MEDICAL EDUCATION RESIDENT POLICY MANUAL

## Annual Review of Manual

The Graduate Medical Education Committee, Chair, DIO, and Program Directors, are required to review and approve the Graduate Medical Education Policy Manual yearly. Updates will be made accordingly on a yearly basis. All policy updates were reviewed and approved by the DIO, GMEC Chair and Program Directors on August 10, 2021. All policy updates were reviewed and approved by the GMEC members on August 18, 2021.



Gary Siegelman, MD  
Designated Institutional Official  
Chair

August 10, 2021



Assar Rather, MD  
Graduate Medical Education

August 10, 2021



Joseph Deutsch, MD  
Internal Medicine Program Director  
Director

August 10, 2021



Brintha Vasagar, MD  
Family Medicine Program

August 10, 2021



Bradford Mitchell, MD  
General Surgery Program Director

August 10, 2021

## Contents

Glossary .....	3
Accommodations for Disabilities .....	6
Ambulatory Note Task Completion Policy.....	9
Clinical Experience and Educational Hours .....	11
Diversity.....	16
Fatigue Mitigation.....	17
Substantial Disruptions in Patient Care or Education.....	19
Inpatient Note Task Completion Policy.....	22
Moonlighting.....	24
Non-Compete .....	26
Patient Safety & Quality Improvement.....	27
Professionalism.....	29
Residency Closure & Reduction.....	32
Resident Dress Code Policy.....	34
Resident Paid Time Off & Leave of Absence .....	38
Resident Promotion/Non-Renewal/ Dismissal .....	42
Resident Grievance and Conflict Resolution.....	44
Resident Appointment .....	48
Resident Supervision .....	53
Statement of Commitment to Graduate Medical Education .....	55
Transition of Care .....	58
Vendor Relation .....	60
Well-Being.....	61
Drug and Alcohol Abuse.....	62
Family and Medical Leave.....	72
Military Leave of Absence .....	82
Non-Discrimination.....	88
Personal Appearance and Dress .....	90
Sexual Harassment.....	92
NRMP Agreement.....	97
Policy Update Disclaimer .....	97
Resident Contract .....	98

## Glossary

### Acronyms:

ACGME - Accreditation Council for Graduate Medical Education

AIR - Annual Institutional Review

AOA – American Osteopathic Association

APMA - American Podiatric Medical Association

CLER - Clinical Learning Environment Review

CODA - Commission on Dental Accreditation

CPME - Council on Podiatric medical education

CSA - Clinical Skills Assessment

DIO - Designated Institutional Official

ECFMG - Educational Commission for Foreign Medical Graduates

GME - Graduate Medical Education

GMEC - Graduate Medical Education Committee

LCME - Liaison Committee on Medical Education

PGY – Post Graduate Year

USMLE - United States Medical Licensing Examination

### Definitions:

1. The Americans with Disabilities Act (ADA) of 1990: a person with a disability as someone with a physical or mental impairment that substantially limits one or more “major life activities.” The ADA Amendments Act of 2008 (ADA-AA) expands the ADA definition of “major life activities” from walking, seeing, speaking, breathing, learning, working, etc. to also include eating, sleeping, standing, lifting, bending, reading, concentrating, thinking, as well as the “operation of a major bodily function.” Transitory or minor conditions (<6 months duration) do not qualify as a disability under the laws. Further information can be obtained from the ADA website.
2. Reasonable Accommodation: A reasonable accommodation is a modification or adjustment to a job, an employment practice, or the work environment that makes it possible for a qualified individual with a disability to enjoy an equal employment opportunity.
3. Approved residency training program - Fully accredited during the time of the practitioner’s attendance by the Liaison Committee on Medical Education (LCME), by the American Osteopathic Association (AOA), by the Commission on Dental Accreditation (CODA), by the Council on Podiatric medical education (CPME) of the American Podiatric Medical Association (APMA), Accreditation Council for Graduate Medical Education (ACGME) or by a successor agency to any of these entities or an accrediting agency on file with the U.S. Secretary of Education.

4. At-home Call – Call taken from outside the assigned institution.
5. Bereavement – Additional time off with pay for a resident in the event of a death in the residents immediate or extended family as defined below.
  - Immediate family – 3 days off - Resident's parent, step-parent, foster parent, sister, brother, spouse, child, step-child, grandchild, grandparent, great-grandparent, daughter-in-law, son-in-law, parent-in-law, significant other, domestic partner, or a relative who resided in the resident's household at the time of death.
  - Extended family – 1 day off - Resident's grandparent-in-law, uncle, aunt, niece, nephew, brother-in-law, and sister-in-law.
6. Clinical Experience and Education Hours – Clinical and academic activities related to the residency or fellowship program, i.e. patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient-care, time spent in-house during call activities, all moonlighting activities, research activities, and scheduled academic activities such as conferences.
7. Family and Medical Leave Act of 1993 (FMLA) – A leave of absence may be granted once a resident has been with Bayhealth for a total of 12 months for time lost due to FMLA qualifying events (serious personal health condition, birth/adoption of a child, and care of an immediate family member with a serious health condition). Consistent with federal regulations, Bayhealth provides up to twelve (12) weeks unpaid, protected leave for qualifying individuals.
8. In-house Call – Clinical Experience and Education Hours beyond the normal workday when residents are required to be immediately available in the assigned institution.
9. Moonlighting – Voluntary, compensated, medically-related work performed outside the duties of the resident's training program. Moonlighting includes work at any Bayhealth facility and work outside the institution (external moonlighting).
10. Night Float – A residency rotation in which one or more residents are assigned to night duty, with little or no daytime responsibilities. Night Float responsibilities begin and end at set times. During the period of coverage, a Night Float resident will cover phone calls about already-admitted patients (cross-coverage) and admit new patients to the covered service. Daytime residents must sign out to Night Float residents in the evening and receive sign out from Night Float the following morning. A Night Float system is meant to protect residency work-hour restrictions, ensure sufficient periods of rest for both day and night residents, and provide continuous coverage for hospitalized patients.
11. Paid Time Off (PTO) – paid time for such absences as personal vacation, holiday time, serious illness of an immediate family member, extended bereavement time off, and other similar occasions.
12. Resident - Interns, residents, and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.

13. Scheduled Clinical Experience and Education periods – Assigned duty within Bayhealth or participating sites in the education program encompassing hours, which may be within the normal workday, beyond the normal workday, or a combination of both.
14. Students - Medical, Physician Assistant, Nurse Anesthetists, and Advanced Practice Nurses (i.e. Nurse Practitioners).
15. Vendor - A company, its representative or the agent of a company that either produces or markets drugs, devices, nutritional products, or other products or services.
16. Visiting Residents – A resident that is in an approved residency training program other than Bayhealth that is participating in a Bayhealth rotation.

## Accommodations for Disabilities

### Purpose Statement:

To ensure the principles of the Americans with Disabilities Act (ADA) are enacted within all Bayhealth Medical Center residency and fellowship programs.

#### 1. Definitions:

1.1 The Americans with Disabilities Act (ADA) of 1990: a person with a disability as someone with a physical or mental impairment that substantially limits one or more “major life activities.” The ADA Amendments Act of 2008 (ADA-AA) expands the ADA definition of “major life activities” from walking, seeing, speaking, breathing, learning, working, etc. to also include eating, sleeping, standing, lifting, bending, reading, concentrating, thinking, as well as the “operation of a major bodily function.” Transitory or minor conditions (<6 months duration) do not qualify as a disability under the laws. Further information can be obtained from the ADA website.

1.2 Reasonable Accommodation: A reasonable accommodation is a modification or adjustment to a job, an employment practice, or the work environment that makes it possible for a qualified individual with a disability to enjoy an equal employment opportunity.

1.3 Resident - Interns, residents, and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.

#### 2. Areas Involved:

2.1 Graduate Medical Education Department

#### 3. Forms Involved:

3.1 None

#### 4. Procedure:

4.1 Bayhealth recruitment and selection process and employment procedures for residents in any of its graduate medical education (GME) programs will adhere to guidelines and policies set forth by the ADA.

4.2 Applicants for residency positions will be considered based on relevant and academic qualifications without regard to race, color, religion, national origin, age, weight, height, sex, sexual orientation, marital status, or disabilities.

4.3 Qualified applicants must be able to perform the essential functions of the selected medical specialty and may request a reasonable accommodation perform these functions.

4.4 Reasonable Accommodation for Residents

- 4.4.1 Reasonable accommodations will be made to accomplish the following:
  - 4.4.1.1 To ensure equal opportunity to all candidates through the application and interview process.
  - 4.4.1.2 To enable a qualified individual with a disability to perform the essential functions of the position; and
  - 4.4.1.3 To allow a resident with a disability to enjoy equal benefits of employment in the program.
- 4.4.2 Reasonable accommodations (as defined above) for residents at Bayhealth may include such examples as making facilities readily accessible; modifying training materials; modifying work schedules; and acquiring or modifying equipment or devices.
- 4.4.3 Reasonable accommodations, when necessary, will be made for current and future activities, but cannot be made retroactively to remove remediation, probation, or termination if they were not requested at the time.
  - 4.4.3.1 If a resident feels that reasonable accommodation was wrongly denied in the past which resulted in remediation, probation, or termination, he or she may invoke due process.
- 4.4.4 Residents must be able to successfully complete requirements for the specialty as defined by the Accreditation Council for Graduate Medical Education (ACGME) and the subspecialty board with the approved accommodations.
- 4.5 Application Process
  - 4.5.1 The Program Director and the appropriate Bayhealth Human Resources faculty will work with a resident or fellow in the development and implementation of reasonable accommodations for a disability as defined in the ADA.
  - 4.5.2 It is the responsibility of a resident or fellow to communicate directly with the Program Director and request accommodations prior to starting the training program when possible. Documentation and additional testing may be required to validate that the individual is covered under the ADA as a disabled individual.
  - 4.5.3 When a request for accommodation, has been made, the Human Resources designee may meet with the resident and the Program Director to:

- 4.5.3.1 Discuss the purpose and the essential functions of the position, specifically identifying any aspects which may require reasonable accommodations to be made for the resident.
  - 4.5.3.2 Identify the potential accommodation and assess the effectiveness each would have in allowing the resident to perform the essential job functions.
  - 4.5.3.3 Select and implement the accommodation that is the most appropriate for both the resident and Bayhealth; and,
  - 4.5.3.4 Work with the resident to obtain technical or other assistance, as needed.
- 4.5.4 If several equally effective accommodations are available, the preference of the resident in the accommodation is given consideration; however, it is the ultimate choice of Bayhealth which of these equally effective accommodations is enacted.

## Ambulatory Note Task Completion Policy

### Purpose Statement:

Documentation of patient care is critical to continuity, for communication to other team members and to meet requirements of the Centers for Medicare and Medicaid for finalization of notes after a patient office visit. The Medical Director and Program Director are charged with ensuring our patients are provided the highest quality care in a patient-centered manner which includes appropriate and timely documentation of patient care, reviewing and addressing diagnostic studies, approximately fulfilling patient requests and assisting the front office and clinical staff with patient care when requested. The Medical Director and Program Director are charged with addressing any failure to meet these responsibilities.

1. Definitions:
  - 1.1 Resident - Interns, residents, and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program
2. Areas Involved:
  - 2.1 Graduate Medical Education Department
3. Forms:
  - 3.1 None
4. Procedure:
  - 4.1 Resident Responsibilities
    - 4.1.1 Must complete office notes within 48 hours of the visit and send to faculty for co-signature
    - 4.1.2 Review and complete any diagnostic and lab test results within 3 business days including documentation of action in the patient chart
    - 4.1.3 Complete My Chart Patient Portal Messages within 48 hours if forwarded by clinical staff for action
    - 4.1.4 Assist front office or clinical staff with any patient care task request
    - 4.1.5 Complete Medication Renewal requests per clinic policy
  - 4.2 Faculty Responsibilities
    - 4.2.1 Must complete office notes within 48 hours of the visit
    - 4.2.2 Must co-sign all precepting notes forwarded by clinical staff for co-signature within 7 business days of the date of visit

- 4.2.3 Review any diagnostic and lab test results within 3 business days including documentation of action in the patient chart
  - 4.2.4 Complete My Chart Patient Portal Messages within 48 hours if forwarded by clinical staff for action
  - 4.2.5 Assist front office or clinical staff with any patient care task request
  - 4.2.6 Complete Medication Renewal requests per clinic policy
- 4.3 All patient care notes will be completed within 48 hours of the office visit
- 4.3.1 This applies to Residents, Faculty or any other member of the interprofessional team providing direct patient care in the Outpatient Residency Continuity Clinics
- 4.4 Messages should be addressed by the primary care physician in consultation with a supervising physician when needed
- 4.4.1 Task should be marked “Done” with action documented in the patient chart.
    - 4.4.1.1 Any patient care tasks including diagnostic test and lab results (normal and abnormal) must be reviewed and completed within 3 business days
    - 4.4.1.2 Medication authorization must be processed within 48 hours
    - 4.4.1.3 MyChart Patient Portal Messages are to be addressed within 48 hours
      - 4.4.1.3.1 Portal messages will be retrieved by clinical staff who will determine the appropriate action to be taken or the person most appropriate to address the patient request.
- 4.5 Failure to meet above requirements
- 4.5.1 Any Resident failing to meet these requirements will be subject to disciplinary action at the discretion of the Clinical Competency Committee (CCC) and the Program Director. Disciplinary action can include remediation and probation with repeated violations
  - 4.5.2 Any Faculty failing to meet these requirements will be forwarded to the Medical Director and Program Director. Repeated violations will be subject to disciplinary action at the discretion of the faculty member’s immediate supervisor. With repeated violations, the faculty member will be subject to additional disciplinary action determined by the Program Director.

## Clinical Experience and Educational Hours

Purpose Statement: Medical care at Bayhealth will be provided by healthy, alert, responsible and responsive residents by creating a balanced environment between education and patient care. Resident Clinical Experience and Education Hours will be consistent with the Accreditation Council for Graduate Medical Education (ACGME) Institutional, Common and Program Requirements that apply to each residency and fellowship program.

1. Definitions:
  - 1.1 Clinical Experience and Education Hours – Clinical and academic activities related to the residency or fellowship program, i.e. patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient-care, time spent in-house during call activities, all moonlighting activities, research activities, and scheduled academic activities such as conferences.
  - 1.2 In-house Call – Clinical Experience and Education Hours beyond the normal workday when residents are required to be immediately available in the assigned institution.
  - 1.3 At-home Call – Call taken from outside the assigned institution.
  - 1.4 Moonlighting – Voluntary, compensated, medically-related work performed outside the duties of the resident’s training program. Moonlighting includes work at any Bayhealth facility and work outside the institution (external moonlighting).
  - 1.5 Scheduled Clinical Experience and Education periods – Assigned duty within Bayhealth or participating sites in the education program encompassing hours, which may be within the normal workday, beyond the normal workday, or a combination of both.
  - 1.6 Night Float – A residency rotation in which one or more residents are assigned to night duty, with little or no daytime responsibilities. Night Float responsibilities begin and end at set times. During the period of coverage, a Night Float resident will cover phone calls about already-admitted patients (cross-coverage) and admit new patients to the covered service. Daytime residents must sign out to Night Float residents in the evening and receive sign out from Night Float the following morning. A Night Float system is meant to protect residency work-hour restrictions, ensure sufficient periods of rest for both day and night residents, and provide continuous coverage for hospitalized patients.
  - 1.7 Resident - Interns, residents, and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.
2. Areas Involved:
  - 2.1 Graduate Medical Education

3. Forms:

3.1 None

4 Procedure:

4.1 Program Specific Work Hour Policy

4.1.1 Each training program must have a written policy and procedure consistent with this Institutional policy as well as program-specific Review Committee requirements for clinical trainee clinical experience and educational work hours. The policy must regularly be distributed to the trainees and faculty within their program and reviewed annually to assure accuracy.

4.1.1.1 The program must be designed in such a matter that residents are provided with time for rest and well-being as well as educational opportunities.

4.1.1.2 Each program must ensure that the goals and objectives of the program are not compromised by excessive reliance on clinical trainees to fulfill service obligations

4.1.1.3 Clinical experience and educational work hours must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times

4.1.1.4 Programs must mandate that clinical trainees are provided with appropriate senior and/or faculty back-up support at all time

4.2 Maximum Hours of Clinical and Educational Work per Week

4.2.1 Clinical and educational work hours must be limited to no more than 80 hours per week, averaged over a four-week period, inclusive of all in-house clinical and educational activities, clinical work done from home, and all moonlighting.

4.3 Mandatory Time Free of Clinical Work and Education

4.3.1 Residents must have eight hours off between scheduled clinical work and education periods.

4.3.2 Residents must have at least 14 hours free of clinical work and education after 24 hours of in-house call.

4.3.3 Residents must be scheduled for a minimum of one-day in seven free of clinical work and required education (when averaged over four weeks). At-home call cannot be assigned on these free days.

4.3.4 There may be circumstances when residents choose to stay to care for their patients or return to the hospital with fewer than eight 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

- 4.4 Maximum Clinical Work and Education Period Length
  - 4.4.1 Clinical and educational work periods for residents must not exceed 24 hours of continuous scheduled clinical assignments.
  - 4.4.2 Up to four hours of additional time may be used for activities related to patient safety, such as providing effective transitions of care, and/or resident education. Additional patient care responsibilities must not be assigned to a resident during this time.
- 4.5 Clinical and Educational Work Hour Exceptions
  - 4.5.1 In rare circumstances, after handing off all other responsibilities, a resident, on their own initiative, may elect to remain or return to the clinical site in the following circumstances:
    - 4.5.1.1 to continue to provide care to a single severely ill or unstable patient
    - 4.5.1.2 humanistic attention to the needs of a patient or family; or,
    - 4.5.1.3 to attend unique educational events.
  - 4.5.2 These additional hours of care or education will be counted toward the 80-hour weekly limit.
  - 4.5.3 A Review Committee may grant rotation-specific exceptions for up to 10 percent or a maximum of 88 clinical and educational work hours to individual programs based on a sound educational rationale.
    - 4.5.3.1 In preparing a request for an exception, the Program Director must follow the clinical and educational work hour exception policy from the ACGME Manual of Policies and Procedures.
    - 4.5.3.2 Prior to submitting the request to the Review Committee, the Program Director must obtain approval from the Sponsoring Institution's Graduate Medical Education Committee (GMEC) and Designated Institutional Official (DIO).
- 4.6 Averaging Clinical and Educational Work Hours
  - 4.6.1 The 80-hour maximum and one day off in 7 are averaged over four weeks.
  - 4.6.2 If a resident/fellow takes vacation or other leave, those vacation or leave days are omitted from the numerator and the denominator when calculating clinical and educational work hours and days off. For example, if a on vacation for one week, the hours will be averaged over the remaining 3 weeks or the remainder of the rotation if shorter than 4 weeks
- 4.7 Work Hour Submission
  - 4.7.1 Residents are expected to report their work hours in an honest, accurate, and timely manner.
  - 4.7.2 Failure to report work hours is considered a breach of professionalism; repeated failure to complete timesheets will be considered by the CCC at the time of the semi-annual review.

- 4.7.3 Residents are required to use the MedHub app to report work hours daily to ensure accuracy.
- 4.7.4 Residents have access to the previous and current calendar week in MedHub (the week ends on Sunday at midnight).
- 4.7.5 In special circumstances like emergencies or an unexpected leave of absence, residents can contact their program coordinator via email to report hours they were unable to submit prior to the deadline.
  - 4.7.5.1 The program coordinator can enter missing work hours for up to one month
  - 4.7.5.2 After one month the program coordinator can no longer access the timesheet and is unable to enter past hours. hours will need to be entered by the Institutional Coordinator or GME Director, this action will result in a professionalism issue.
- 4.7.6 Residents that have failed to log any duty hours for the prior week will be reminded by email and alert on their Medhub portal page. Residents will have a full week to document duty hours for the previous week however, as stated above this function should be performed daily.
- 4.8 Reporting Concerns Regarding Work Hours
  - 4.8.1 Graduate Medical Education is committed to ensuring that residents can report concerns regarding work hours without retribution.
  - 4.8.2 Concerns may be discussed with the program director or associate director
  - 4.8.3 Concerns may be reported to the resident forum leaders who can bring to the attention of GME leadership
  - 4.8.4 Concerns be addresses with the DIO, associate DIO or Director of GME
    - 4.8.4.1 Please contact GME to schedule an appointment or drop by the office to discuss
    - 4.8.4.2 Concerns may also be communicated anonymously through the GME link (insert link) which is automatically forwarded to the DIO and Director of GME for review and further investigation
- 4.9 Working from Home
  - 4.9.1 Schedules should be structured so that residents are able to complete work on site and not take work home; however, we recognize this is not always possible. When residents must complete work from home it should be incorporated into their work hours.
    - 4.9.1.1 . Work in the EMR should be recorded as should calls taken from home
    - 4.9.1.2 . Reading done to prepare for cases, studying and research done at home do not count towards work hours.

- 4.9.1.3 Decisions whether to report or aggregate short interruptions for phone calls, etc. are left up to the individual resident.
  - 4.9.1.4 Residents who leave before work is done and finish later at home should obtain approval before doing so.
- 4.10 Moonlighting
  - 4.10.1 Moonlighting must not interfere with the ability of the resident to achieve the goals and objectives of the educational program and must not interfere with the resident's fitness for work nor compromise patient safety.
  - 4.10.2 Time spent by residents moonlighting must be counted toward the 80-hour maximum weekly limit.
  - 4.10.3 Refer to moonlighting policy for additional details.
- 4.11 In-House Night Float
  - 4.11.1 Night float must occur within the context of the 80-hour and one-day-off-in-seven requirements.
- 4.12 Maximum In-House On-Call Frequency
  - 4.12.1 Residents must be scheduled for in-house call no more frequently than every third night (when averaged over a four-week period).
- 4.13 At-Home Call
  - 4.13.1 Time spent on patient care activities by residents on at-home call must count toward the 80-hour maximum weekly limit.
  - 4.13.2 The frequency of at-home call is not subject to every third night limitation but must satisfy the requirement for one day in seven free of clinical work and education, when averaged over four weeks.
  - 4.13.3 At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each resident.
  - 4.13.4 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.
- 5 References:
  - 5.1 None
- 6 Exhibits:
  - 6.1 None

## Diversity

Purpose Statement: To provide diversity in the recruitment, selection, and employment of all residents, fellows, and faculty in the Bayhealth graduate medical education (GME) programs.

1. Definitions:
  - 1.1 Resident - Interns, residents, and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.
2. Areas Involved:
  - 2.1 Graduate Medical Education Department
3. Forms Involved:
  - 3.1 None
4. Procedure:
  - 4.1 Bayhealth is committed to recruiting and employing diverse residents and faculty in every Graduate Medical Education program.
  - 4.2 Bayhealth believes that diversity enhances the educational experience of every resident and fellow in the program and impacts the ability of an individual to competently practice following completion of the program. Additionally, the constantly changing patient demographics locally, nationally, and internationally create an impetus for a future physician workforce that can understand, communicate competently, and provide care to patients of varied backgrounds.
  - 4.3 Bayhealth Medical Center is committed to increasing the diversity of our residents, fellows, and faculty and ensuring the success of our residents and/or fellows who come from backgrounds currently underrepresented in medicine.
  - 4.4 Bayhealth Medical Center will ensure that resident and fellow recruitment materials and advertisements include language that conveys a level of commitment to diversity promotion beyond that required by regulation.
    - 4.4.1 All interviewers and decision makers in the selection of residents and fellows will be required to complete training regarding diversity and inclusion.
    - 4.4.2 Bayhealth Medical Center will preferentially hire program faculty candidates who can articulate a commitment to diversity.
    - 4.4.3 Bayhealth Medical Center will place advertisements widely to attract a diverse pool of candidates.

## Fatigue Mitigation

Purpose Statement: Bayhealth provides systems of care and learning and working environments that facilitate fatigue mitigation for residents, as well as an educational program for residents and core faculty members in fatigue mitigation.

1. Definitions:
  - 1.1 Resident - Interns, residents, and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.
2. Areas Involved:
  - 2.1 Graduate Medical Education (GME) Department
3. Forms Involved:
  - 3.1 None
4. Procedure:
  - 4.1 The Accreditation Council for Graduate Medical Education (ACGME) requires all training programs to educate faculty and residents to recognize the signs of fatigue and sleep deprivation. As the sponsoring institution, Bayhealth must oversee and ensure the following:
    - 4.1.1 Resident clinical and educational work hours, consistent with the common and specialty/subspecialty-specific program requirements across all programs, addressing areas of non-compliance in a timely manner.
    - 4.1.2 Systems of care and learning and working environments that facilitate fatigue mitigation for residents; and
    - 4.1.3 An educational program for residents and core faculty members in fatigue mitigation.
  - 4.2 Each individual residency program, led by the Program Director, is responsible for the facilitating the following:
    - 4.2.1 Educate all faculty members and residents to recognize the signs of fatigue and sleep deprivation.
    - 4.2.2 Educate all faculty members and residents in alertness management and fatigue mitigation processes.
    - 4.2.3 Encourage residents to use fatigue mitigation processes to manage the potential negative effects of fatigue on patient care and learning; and
    - 4.2.4 Define and communicate a process to ensure continuity of patient care if a resident is unable to perform their patient care duties. These policies must be written and implemented

in such a way that negates fear of negative consequences for the resident who is unable to provide the clinical work.

- 4.3 Bayhealth, in partnership with its ACGME-accredited program(s), will provide adequate sleep facilities and safe transportation options for residents who may be too fatigued to return safely home.
  - 4.3.1 Bayhealth will ensure that resident sleep facilities are safe, quiet, private, and available and accessible for residents to support education and safe patient care.
  - 4.3.2 Bayhealth will ensure safe transportation options exist for residents who may be too fatigued to safely return home, including assistance in calling a taxi or other transportation method.
  - 4.3.3 If a resident is unable to return home due to fatigue but must return home, Bayhealth will provide reimbursement for the cost of a taxi or other transportation method.
    - 4.3.3.1 Residents are responsible for obtaining receipts for reimbursement and must provide documentation to the program assistant within one week of using the service.

## Substantial Disruptions in Patient Care or Education

### Purpose Statement:

To comply with disaster planning requirements set forth by the Accreditation Council for Graduate Medical Education (ACGME) for Institutional Accreditation.

1. Definitions:
  - 1.1 Disaster/Extraordinary Circumstance - An event or set of events causing significant alteration to the residency/fellowship experience at one or more residency/fellowship program(s).
  - 1.2 Resident - Interns, residents, and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.
2. Areas Involved:
  - 2.1 Graduate Medical Education (GME) Department
3. Forms Involved:
  - 3.1 None
4. Procedure:
  - 4.1 Should any disaster or interruption in patient care prevent Bayhealth and/or any of its facilities from supporting a residency/fellowship program(s), Bayhealth as a Sponsoring Institution will notify ACGME and assist residents in finding alternative programs to complete their training
  - 4.2 If an event or set of events causes significant alteration to the residency/fellowship experience in one or more residency programs, the Bayhealth Designated Institutional Official (DIO) and/or Graduate Medical Education Committee (GMEC) will follow this procedure:
    - 4.2.1 As soon as possible, the DIO will:
      - 4.2.1.1 Gather data and information from the affected Program Directors to determine the short-term (days/weeks) and long-term (weeks/months) impact on program functions and/or clinical operations at training site affected by the disaster and provide information to the GMEC.
      - 4.2.1.2 If ACGME programs are affected, the DIO will promptly contact the ACGME after the initial GMEC meeting to provide an update on the disaster and initial steps taken by the institution and the GMEC.
  - 4.3 The ACGME may invoke the Extraordinary Circumstances Policy if it is determined that the Sponsoring Institution's ability to support resident education has been significantly altered.
    - 4.3.1 Within 30 days of the invocation of the Extraordinary Circumstances Policy, the DIO will revise the Sponsoring

Institution's educational program to comply with common, specialty-specific, institutional, and program requirements.

4.3.2 Within 10 days of the invocation of the Extraordinary Circumstances Policy, the DIO will contact the ACGME to receive deadlines for the Sponsoring Institution to:

4.3.2.1 Submit program reconfiguration to ACGME; and,

4.3.2.2 Inform each programs residents of the decision to reconstitute the program and/or transfer the residents either temporarily or permanently.

4.3.3 The DIO will continue to communicate with the ACGME regularly, as needed, to provide updates on any additional program or institutional issues.

4.4 The GMEC will meet regularly, as necessary, to continue its assessment of the situation and to make decisions regarding Bayhealth training programs.

4.4.1 Issues to be reviewed, assessed, or acted upon by the GMEC include:

4.4.1.1 Patient Safety

4.4.1.2 Safety of Residents, Faculty, and Staff

4.4.1.3 Supply of available Faculty and Residents for clinical and educational duties

4.4.1.4 Extent/impact of damage to clinical technology and clinical information systems

4.4.1.5 Extent/impact of damage to communication technology (e.g. phones, pager, intra/internet)

4.4.1.6 Changes in the volume of patient activity in the short-term and long-term

4.5 If the GMEC determines that a program or the institution cannot provide an adequate experience for a resident because of the disaster, both individual programs and the institution will work toward the following options:

4.5.1 Temporarily relocate a resident to a site of training within the current local affiliate training sites.

4.5.2 Arrange a temporary transfer for a resident to another ACGME program until the institution can provide an adequate educational experience for the resident. As best possible at the time of the transfer, the program will inform the resident being transferred regarding the minimum duration of the transfer and the anticipated total duration of the transfer.

- 4.5.3 Assist the resident in a permanent transfer to another program/institution.
  - 4.5.3.1 The preferences of the resident will be considered by the transferring institution or program whenever possible.
- 4.6 Continuation of financial support in the event of a disaster will be dependent on the short-term and long-term impact on each program and the institution overall. In addition, it will be dependent on current policies related to reimbursement.
  - 4.6.1 For residents temporarily relocated to a Bayhealth affiliated training site, Bayhealth will continue to pay the resident's salary and benefits as long as funds are available.
  - 4.6.2 For residents temporarily assigned to a program at another institution:
    - 4.6.2.1 Bayhealth will continue to pay the residents salary (according to the Bayhealth stipend schedule) and benefits if funds are available.
    - 4.6.2.2 Bayhealth will work with the institution to which the resident is temporarily assigned to negotiate financial support from that site for residents temporarily assigned there.
  - 4.6.3 For residents permanently transferring to another institution, Bayhealth will not cover salary and benefits.

## Inpatient Note Task Completion Policy

### Purpose Statement:

Documentation of patient care is critical to continuity, for communication to other team members and to meet requirements of the Centers for Medicare and Medicaid for finalization of notes after a patient encounter. The supervising physician is charged with ensuring our patients are provided the highest quality care in a patient-centered manner which includes appropriate and timely documentation of patient care, reviewing and addressing diagnostic studies and lab results, responding to pages, and completing patient care tasks when requested. The CCC and Program Director is charged with addressing any failure to meet these responsibilities.

1. Definitions:
  - 1.1 Resident - Interns, residents, and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program
2. Areas Involved:
  - 2.1 Graduate Medical Education Department
3. Forms:
  - 3.1 None
4. Procedure:
  - 4.1 Resident Responsibilities
    - 4.1.1 Must complete daily progress notes on same day by 6pm and send to faculty for co-signature
    - 4.1.2 Complete new patient H and P within 24 hours and send to faculty for co-signature
    - 4.1.3 Complete discharge summaries within 24 hours and send to faculty for co-signature
    - 4.1.4 Complete initial consult notes within 24 hours and send to faculty for co-signature
    - 4.1.5 Respond to all pages as soon as possible and must not exceed 30 minutes
    - 4.1.6 Review all inpatient diagnostic and lab test results when available and document actions taken in the patient chart
    - 4.1.7 Place admission orders within 30 minutes after ED notification of a new patient. All other patient care orders should be as completed as soon as possible
  - 4.2 Faculty Responsibilities
    - 4.2.1 Co-sign resident progress notes by the end of each day

- 4.2.2 Co-sign H and Ps, discharge summaries, and initial consult notes within 24 hours
  - 4.2.3 Indirectly supervise resident completing patient care tasks
  - 4.2.4 Indirectly supervise resident responding to pages in appropriate time frame
  - 4.2.5 Indirectly supervise resident review of diagnostic studies and lab tests
  - 4.2.6 Complete My Chart Patient Portal Messages within 48 hours if forwarded by clinical staff for action
- 4.3 All patient care notes will be completed within 24 hours of the patient encounter
- 4.3.1 This applies to Residents, Faculty or any other member of the interprofessional team providing direct patient care
- 4.4 Failure to meet above requirements
- 4.4.1 Any Resident failing to meet these requirements will be subject to review by the Clinical Competency Committee (CCC) and the Program Director. Actions can include focused skill development, coaching, and remediation. Repeated violations of this policy can result in disciplinary action.
  - 4.4.2 Any Faculty failing to meet these requirements will be forwarded to the Program Director. Actions can include skill development and coaching. With repeated violations, the faculty member will be subject to action determined by the Program Director including removal from resident supervising responsibilities.

## Moonlighting

### Purpose Statement:

To specify the circumstances under which Bayhealth residents may engage in Moonlighting, as well as the specifications that must be satisfied by the resident who engages in such activities.

1. Definitions:
  - 1.1 Resident - Interns, residents, and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.
  - 1.2 Moonlighting – Voluntary, compensated, medically-related work performed outside the duties of the resident’s training program. Moonlighting includes work at any Bayhealth facility and work outside the institution (external moonlighting)
2. Areas Involved:
  - 2.1 Graduate Medical Education (GME) Department
3. Forms Involved:
  - 3.1 None
4. Procedure:
  - 4.1 PGY-2 and PGY-3 Internal Medicine and Family Medicine residents may be permitted to moonlight at the discretion of their Program Director and DIO.
    - 4.1.1 PGY-1, PGY-2, PGY-3 General Surgery residents are not permitted to moonlight. Residents may request to moonlight the PGY-4 and PGY-5 years but must have approval from the Program Director and DIO.
  - 4.2 Moonlighting is prohibited unless specifically approved in advance by the Program Director and DIO. Such approval must be submitted through MedHub yearly.
    - 4.2.1 The request for Moonlighting will only cover one year and will need to be resubmitted each year for review.
  - 4.3 Residents will not be required to engage in moonlighting.
  - 4.4 Residents may only moonlight externally (outside of Bayhealth).
  - 4.5 The hospital does not provide professional liability coverage for duties assumed outside of the hospital.
  - 4.6 Only a resident who has applied for and been granted an unrestricted license to practice in the state of Delaware is eligible to apply for

permission to moonlight as a physician. Residents must pay for this license and will not be reimbursed by Bayhealth.

- 4.7 Time spent by residents in Moonlighting must be counted towards the 80-hour maximum weekly hour limit.
- 4.8 The individual programs will be responsible for monitoring clinical and education work hours through the residency management software system (Medhub) to ensure compliance.
- 4.9 Moonlighting must not interfere with the ability of the resident to achieve the goals and objectives of the educational program and must not interfere with the resident's fitness for work nor compromise patient safety.
- 4.10 Approval may be withdrawn if moonlighting activities are associated with a decline in the resident's performance.
- 4.11 Individual programs will be responsible for monitoring the effect of moonlighting activities on a resident's performance in the program, including that adverse effects may lead to withdrawal of permission to moonlight.

## Non-Compete

### Purpose Statement:

To comply with requirements set forth by the Accreditation Council for Graduate Medical Education (ACGME) for Institutional Accreditation. Residents training in Bayhealth sponsored ACGME accredited programs will not be held to the same non-compete clause written in the Employee Physician Handbook

1. Definitions:
  - 1.1 Resident - Interns, residents, and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.
2. Areas Involved:
  - 2.1 Graduate Medical Education (GME) Department
3. Forms Involved:
  - 3.1 None
4. Procedure:
  - 4.1 Neither the Sponsoring Institution nor any of its ACGME-accredited programs will require a resident to sign a non-competition guarantee or restrictive covenant.
  - 4.2 Bayhealth GME programs will never require a resident training in an ACGME-accredited program to sign a non-compete document nor restrict where the resident physician trains post-residency.

## Patient Safety & Quality Improvement

### Purpose Statement:

To comply with patient safety and quality improvement requirements set forth by the Accreditation Council for Graduate Medical Education (ACGME) for Institutional Accreditation.

1. Definitions:
  - 1.1 Resident - Interns, residents, and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.
2. Areas Involved:
  - 2.1 Graduate Medical Education (GME) Department
3. Forms Involved:
  - 3.1 None
4. Procedure:
  - 4.1 Residents must demonstrate the ability to analyze the care they provide, understand their roles within healthcare teams, and play an active role in the system improvement process.
  - 4.2 GME programs must ensure that residents have active participation in Quality Improvement and Patient Safety systems.
  - 4.3 Each ACGME-accredited program will provide residents with feedback on how they are managing their patient population and procedure outcomes. Including quality metrics and benchmarks related to their patient population.
  - 4.4 Residents will have opportunities to participate on Patient Safety and Quality Improvement Committees.
  - 4.5 Residents will participate in root cause analyses and will conduct research projects to help improve the overall performance within the system.
  - 4.6 Residents will have opportunities to participate on interprofessional teams. These teams will work together to perform root cause analyses, safety review meetings, peer review committees, and will meet to discuss patient safety culture and areas for improvement.
  - 4.7 Each ACGME-accredited program will provide opportunities for the residents to participate in quality improvement activities, including but not limited to:
    - 4.7.1 Processes aimed at understanding and reducing Health Care Disparities

- 4.7.2 Participation in Institutional Quality Improvement and Patient Safety committees
- 4.7.3 Transitions in Care improvement processes
- 4.7.4 Participation on interprofessional teams to promote Quality Improvement
- 4.7.5 Participation in Quality Improvement projects that improve systems of care and patient care outcomes.

## Professionalism

### Purpose Statement:

To comply with the professionalism requirements set forth by the Accreditation Council for Graduate Medical Education (ACGME) for Institutional Accreditation.

1. Definitions:
  - 1.1 Resident - Interns, residents and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.
2. Areas Involved:
  - 2.1 Graduate Medical Education (GME) Department
3. Forms Involved:
  - 3.1 None
4. Procedure
  - 4.1 Residents must demonstrate a commitment to carrying out professional responsibilities and an adherence to ethical principles. Specifically, they must demonstrate:
    - 4.1.1 Compassion, integrity, and respect for others.
    - 4.1.2 Responsiveness to patient needs.
    - 4.1.3 Respect for patient privacy and autonomy.
    - 4.1.4 Accountability to patients, society, and the profession; and
    - 4.1.5 Sensitivity and responsiveness to a diverse patient population, including but not limited to diversity in gender, age, culture, race, religion, disabilities, and sexual orientation.
  - 4.2 Each program will establish Overall Goals and Objectives and rotation specific Goals and Objectives which clearly outline standards for Professionalism.
  - 4.3 Residents are expected to behave professionally:
    - 4.3.1 Accept feedback in a non-defensive manner
    - 4.3.2 Demonstrate appropriate sensitivity to patients and their families
    - 4.3.3 Complete tasks in a timely manner (both clinical and administrative)
    - 4.3.4 Be available for professional responsibilities
    - 4.3.5 Demonstrate honesty and integrity
    - 4.3.6 Maintain professional demeanor, including:
      - 4.3.6.1 Have an appearance and dress that are in line with professional standards as established by departmental policies (Resident Dress Code and Personal Appearance and Dress B9065.11)

- 4.3.6.2 Exhibit respectful and courteous behaviors
- 4.3.6.3 Be responsive to questions and accommodating to requests
- 4.3.6.4 Express anger in a non-public and non-physical manner
- 4.3.6.5 Adhere to professionally accepted boundaries for patient relationships
- 4.3.6.6 Conform to sexual harassment (B9065.36) and discrimination policies (B9090.05)
- 4.3.7 Comply with all requirements set forth in the GME Policy and Procedure Manual.
- 4.4 Unprofessional conduct, to include but not limited to the following, is unacceptable and may be subject to progressive discipline:
  - 4.4.1 Failure to be truthful in all circumstances
  - 4.4.2 Violation of state and federal rules/laws as standards of practice
  - 4.4.3 Chronic tardiness and/or failure to complete tasks in a timely manner
  - 4.4.4 Rudeness
  - 4.4.5 Disregard for other team members
  - 4.4.6 Disrespect for authority
  - 4.4.7 Inappropriate behavior with patients, families, or other members of the health care team
  - 4.4.8 Public or physical displays of anger
  - 4.4.9 Failure to follow up on clinical activities
  - 4.4.10 Abuse of power
  - 4.4.11 Failure to respect policies of Bayhealth Medical Center and affiliated hospitals
  - 4.4.12 Inappropriate use of social media
  - 4.4.13 Use of personal email for sending Bayhealth business
  - 4.4.14 Unexplained absences
  - 4.4.15 Failure to adhere to departmental dress standards
- 4.5 Unprofessional behavior is grounds for disciplinary academic and/or punitive action(s):
  - 4.5.1 Program directors will investigate complaints and prescribe remediation if indicated

- 4.5.2 Persistent problems will be brought before the programs' specific evaluation group for recommendations and additional remediation (i.e. Clinical Competency Committee)
- 4.6 Should unprofessional behaviors continue and fail to be remediated at the previous two levels, residents will be brought before the Graduate Medical Education Committee (GMEC) for a hearing.
- 5. References:
  - 5.1 Sexual Harassment Policy (B9065.36)
  - 5.2 Discrimination Policy (B9090.05)
  - 5.3 Personal Appearance and Dress (B9065.11)
  - 5.4 Resident Dress Code Policy

## Residency Closure & Reduction

### Purpose Statement:

To outline the process which will be followed by Bayhealth Graduate Medical Education (GME) residency programs in the event of reduction in size or closure of a program.

1. Definitions:
  - 1.1 Resident - Interns, residents and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.
2. Areas Involved:
  - 2.1 Graduate Medical Education (GME) Department
3. Forms Involved:
  - 3.1 None
4. Procedure
  - 4.1 Bayhealth senior leadership, Program Director, Designated Institutional Official (DIO) and Graduate Medical Education Committee (GMEC), will make every effort to avoid the closure of the Bayhealth Accreditation Council for Graduate Medical Education (ACGME) accredited residency programs.
  - 4.2 Bayhealth is required to inform GMEC, the DIO, and the affected residents within five (5) business days following a decision regarding program reduction or closure (including intended Institutional closure).
  - 4.3 If a decision is made that a training program must decrease in size, the following steps must be taken:
    - 4.3.1 The Program Director will inform the DIO, GMEC and the residents within five (5) business days of the decision.
    - 4.3.2 Complement reductions will be made by first reducing the number of positions available to incoming residents when possible.
    - 4.3.3 If it is determined that the reduction must include current residents of the program, Program Director and DIO will assist affected residents in enrolling in an alternative ACGME-accredited program.
    - 4.3.4 The DIO and GMEC are responsible for monitoring the resident complement reduction process
  - 4.4 In the event a decision is made that a training program must close, the following steps must be taken:

- 4.4.1 The Program Director must inform the DIO, GMEC and the residents within five (5) business days of the decision.
- 4.4.2 Bayhealth will attempt to structure a closure that allows enrolled residents to complete the program whenever possible.
- 4.4.3 If a program must be closed before one or more residents are able to complete their required training, the Program Director and DIO will work closely with the resident(s) to assist them in enrolling in an ACGME accredited program(s) to continue their education.
- 4.4.4 The DIO and GMEC will be responsible for monitoring the closure process.
- 4.5 The DIO must notify the ACGME of the residency reduction or closure and arrange to keep in contact with the ACGME throughout the process. The DIO must also abide by all ACGME policies and procedures pertinent to GME-residency reduction or closure.

## Resident Dress Code Policy

Purpose Statement: Personal appearance is an important component of professional demeanor. Each resident is expected to dress in a manner which conveys a professional image and inspires confidence in patients and colleagues. Apparel should be consistent with each resident's duties.

1. Definitions:
  - 1.1 Resident - Interns, residents, and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program
2. Areas Involved:
  - 2.1 Graduate Medical Education Department
3. Forms:
  - 3.1 None
4. Procedure:
  - 4.1 Training program directors, along with applicable clinical supervisors, are responsible for interpreting and enforcing the dress and grooming code in their areas of responsibility. Reasonable accommodations will be made for a Trainee's religious beliefs as related to attire whenever possible, consistent with the business necessity to present a professional appearance in public. Please use good judgment and dress appropriately, neatly, and professionally.
  - 4.2 As medical professionals, residents are expected to dress professionally, maintain good personal hygiene, and show consideration for cultural sensitivities of patients and co-workers, avoiding attire or grooming that could be offensive or unsafe.
    - 4.2.1 Dress
      - 4.2.1.1 Residents dress must be appropriate to the work situation.
        - 4.2.1.1.1 The wearing of Jeans/denim are prohibited
        - 4.2.1.1.2 Business Professional clothing should be worn within the outpatient/practice setting and when designated by the program
        - 4.2.1.1.3 Clothes should be neat, clean, wrinkle-free, and in good condition.
        - 4.2.1.1.4 Lab coats are expected to be worn over professional attire
      - 4.2.1.2
      - 4.2.1.3
      - 4.2.1.4
    - 4.2.2 Uniforms
      - 4.2.2.1 Resident are responsible for laundering all uniforms issued to them by Bayhealth

- 4.2.2.2 Residents will be issued three white lab coats during onboarding
  - 4.2.2.2.1 Residents are expected to wear their white coat over professional attire in all outpatient settings, when rounding or conducting consults
  - 4.2.2.2.2 Residents are also expected to wear their white coat over scrubs when worn in accordance with policy denoted below
- 4.2.2.3 Residents are issued three sets of pewter scrubs at the time of onboarding
  - 4.2.2.3.1 Pewter scrubs may be worn in the following locations: ICU, NICU, and the Emergency Department, as well as when on the night float service
  - 4.2.2.3.2 Pewter scrubs may be worn in the following areas at the discretion of the program director: inpatient wards
  - 4.2.2.3.3 White lab coats are to be worn over pewter scrubs
- 4.2.2.4 Residents may obtain ceil blue scrubs from the Scrubex® machine when on a surgical service
  - 4.2.2.4.1 Surgical scrubs are not to be worn into or out of the hospital
  - 4.2.2.4.2 A white lab coat should be worn over scrubs outside of the OR.
  - 4.2.2.4.3 Surgical scrubs must be worn when in the OR, on inpatient OB.
  - 4.2.2.4.4 Soiled or stained scrubs should not be worn. Scrubs soiled with biological material should be changed as soon as appropriate and shall be treated in accordance with the blood borne pathogen policy.
  - 4.2.2.4.5 Scrubs should be placed in the appropriate linen hamper at the end of each workday.
- 4.2.3 Personal Appearance and Hygiene
  - 4.2.3.1 Hair should be clean, combed and neatly trimmed or arranged. Unkept hair is not permitted. Sideburns, mustaches, and beards should be neatly trimmed. Hairstyles should be appropriately professional and should not present a distraction in the performance of the employee's job function. Hair color should be within naturally occurring color tones. Extreme hair colors such as green, purple, blue, pink, etc. are prohibited.
- 4.2.4 The use of cosmetics including nail polish and fragrances, will be conservative in nature.

- 4.2.4.1 Nail polish will not be chipped.
- 4.2.4.2 Artificial fingernails are not to be worn in patient care areas.
- 4.2.4.3 Natural nails must be kept short (less than ¼ inch long).
- 4.2.5 Body Piercings and Tattoos
  - 4.2.5.1 Residents are permitted up to three earrings per ear. Large holes/spacers in the ear are not permitted unless filled with flesh-colored inserts.
  - 4.2.5.2 Visible piercings are limited to one small, unobtrusive nose stud; one small eyebrow ring, no other facial piercing. Tongue piercings are not acceptable.
  - 4.2.5.3 Visible tattoos will be in good taste, may not be offensive, no depicting logos, slogans, nudity, violence, skulls, blood, representations associated with death, pin-ups, racial slurs, political views, or profanity. The GME office reserves the ability to require an employee to cover a tattoo that does not meet these qualifications.
- 4.2.6 Identification Badges & Pins
  - 4.2.6.1 Residents are required to wear their identification badge when on duty to be identified by patients and visitors.
  - 4.2.6.2 The identification badge is to be easily visible, with full name, photo, and department name visible.
  - 4.2.6.3 The badge will be worn above the waist unless determined to be a safety hazard.
  - 4.2.6.4 Residents are prohibited from covering their picture or any part of their name on their badge.
  - 4.2.6.5 Residents will wear black “resident physician” title tags behind their name tags. These will be given during GME onboarding.
  - 4.2.6.6 Residents are always required to wear their Ecobadge for handwashing within the hospital.
  - 4.2.6.7 Residents are prohibited from wearing any tags, buttons, stickers, or other items in support of any cause in any work area unless issued or sponsored by Bayhealth. Service award pins and pins recognizing an employees or affiliate member’s professional licensure, certification, or registration are permitted.
- 4.3 Safety and PPE
  - 4.3.1 Employees who encounter blood or other body fluids are required to wear Personal Protective Equipment (PPE) in accordance with Bayhealth Policy B9000.05 OSHA Exposure Control/Blood Borne Pathogens. PPE

include, but are not limited to, gloves, gowns, masks, and protective eyewear.

4.3.2 As specified by OSHA standards, employees providing direct patient care will wear shoes with enclosed toes. Shoes will be clean and in good condition.

4.3.3

5. References:

5.1 None

6. Exhibits:

6.1 None

## Resident Paid Time Off & Leave of Absence

Purpose Statement: To allow eligible residents to take approved time off from the program in accordance with the Accreditation Council for Graduate Medical Education (ACGME) and Bayhealth requirements.

1. Definitions:
  - 1.1 Academic Year – July 1 through June 30
  - 1.2 Paid Time Off (PTO) – paid time for such absences as personal vacation, serious illness of an immediate family member, extended bereavement time off, and other similar occasions
  - 1.3 Family and Medical Leave Act of 1993 (FMLA) – A leave of absence may be granted once a resident has been with Bayhealth for a total of 12 months for time lost due to FMLA qualifying events (serious personal health condition, birth/adoption of a child, and care of an immediate family member with a serious health condition). Consistent with federal regulations, Bayhealth provides up to twelve (12) weeks unpaid, protected leave for qualifying individuals.
  - 1.4 Bereavement – Time off with pay for a resident in the event of a death in the resident’s immediate or extended family as defined below.
2. Areas Involved:
  - 2.1 Graduate Medical Education (GME) Department
3. Forms Involved:
  - 3.1 Resident Benefit Summary (In development)
  - 3.2 Bayhealth Family and Medical Leave policy
4. Procedure:
  - 4.1 Residents will receive information regarding PTO and FMLA during orientation.
  - 4.2 PTO
    - 4.2.1 On July 1 at the start of each academic year, residents will receive 120 hours (15 days) of PTO and 40 hours (5 days) of sick time.
      - 4.2.1.1 PTO is defined as scheduled time off and is used for absences such as personal vacations.
      - 4.2.1.2 Scheduled PTO is required to be taken in one-week (5 day) increments, or per Program Director discretion.
      - 4.2.1.3 Residents are required to take at least one scheduled one-week PTO break per academic year. This is to provide respite and promote resident well-being during the program.
      - 4.2.1.4 PTO balance does not accrue and will not rollover into the next Post Graduate Year (PGY). PTO balances are not paid out

when the resident graduates and/or terminates from the program.

4.2.1.5 Borrowing or taking advances against future PTO is prohibited per Bayhealth's PTO policy B9065.32.

4.2.2 Approval is based on the program needs and requires the program director's prior approval.

4.2.2.1 Each program may restrict certain blocks/rotations or timeframe in which PTO may not be used unless the absence is due to an FMLA qualifying reason.

4.2.2.2 Requests for scheduled PTO will be given equal consideration and every effort will be made to accommodate the residents request per the Program Director's discretion.

4.2.3 In situations where the absence cannot be scheduled the resident is to use sick time.

4.2.3.1 The Resident will notify the Program Director and the Coordinator (or designee) at least 2 hours prior to the start of the shift when possible.

4.2.3.2 If a resident experiences an unscheduled absence due to unforeseen circumstances, too fatigued to complete their call or is unwell during a time when they are designated as "on call", the Program Director (or designee) will provide assistance to the resident in covering the call but is expected to make up the call at a later date per the Program Director's (or designee) discretion. In cases where the absence is covered under an FMLA claim, the resident will not be required to arrange coverage for the call.

4.2.3.3 If a resident is sick more than 5 calendar days, regardless of number of shifts worked or scheduled (including weekends/days off), a Fit for Duty physical exam must be done with Occupational Health and medical clearance must be received from the treating physician before returning to work.

4.2.4 Bayhealth observed holidays do not apply to residents. Due to the nature of the medical education training program and the responsibilities for patient care, residents will be scheduled for work.

#### 4.3 Bereavement

4.3.1 To be eligible for bereavement pay, the resident may be required to submit proof, when requested by the program director which includes the date of death, date of the funeral, and relationship of the deceased to the resident.

- 4.3.1.1 Proof of death may be the obituary, a written statement on the funeral director's stationary, death certificate, or any substantive proof which includes the appropriate information/dates.
- 4.3.2 Upon receipt of a request for bereavement pay for a resident, the program director may do one of the following:
  - 4.3.2.1 Grant up to three (3) scheduled working shifts off with pay immediately following the death or to coincide with funeral/memorial services of an immediate family member. PTO must be used for any additional time over the three (3) the resident requests off.
    - 4.3.2.1.1 Immediate family – 3 days - Resident's parent, step-parent, foster parent, sister, brother, spouse, child, step-child, grandchild, grandparent, great-grandparent, daughter-in-law, son-in-law, parent-in-law, significant other, domestic partner, or a relative who resided in the resident's household at the time of death.
  - 4.3.2.2 Grant one (1) scheduled working shift off with pay to attend the funeral of an extended family member.
    - 4.3.2.2.1 Extended family – 1 day - Resident's grandparent-in-law, uncle, aunt, niece, nephew, brother-in-law, and sister-in-law.
- 4.3.3 Bereavement leave is considered in addition to the Paid Time Off referenced above. Additional missed days beyond those allowed above pay impact the resident's ability to complete the program in the originally anticipated timeframe.
- 4.4 FMLA
  - 4.4.1 To be eligible for FMLA leave, the resident must be employed by Bayhealth for a total of 12 months and worked at least 1,250 hours during the 12-month period immediately before the date when the leave requested is to commence. Only hours *worked* during the 12 months prior to the date leave is to begin are included; hours used for vacation, sick leave, bereavement leave, etc. are excluded. The determination of whether the resident has worked 1,250 hours in the past 12 months and has been employed for at least 12 months is made as of the date the FMLA leave is to start.
  - 4.4.2 A leave of absence may be granted to qualifying individuals for time lost due to FMLA qualifying events (serious personal health condition, birth/adoption of a child, and care of an immediate family member with a serious health condition).
    - 4.4.2.1 Consistent with federal regulations, Bayhealth provides up to twelve (12) weeks unpaid, job protected leave for qualifying individuals.

- 4.4.3 FMLA shall be coordinated with leave granted under other Bayhealth policies in B9065.27 and run concurrently. For example, if a resident has 2 weeks of PTO available, the employee must use the paid PTO which will run concurrently with the FMLA leave, i.e., if the resident takes 12 weeks of FMLA leave, the first 2 weeks will be paid by way of the available PTO and the remaining 10 weeks will be unpaid. For the duration of the paid leave, the usual authorized deductions from the resident's pay will be made. If a resident is eligible for disability leave or workers' compensation, the resident must take the disability leave or workers' compensation and such leave will also count as part or all of the 12 weeks of FMLA leave. If the resident has elected Bayhealth's short-term disability plan (STD) and receiving STD payments, the resident is not permitted to use PTO while receiving these payments; residents are required to use PTO during the elimination period.
- 4.4.4 Residents requesting FMLA must notify the Program Director and submit a claim through Bayhealth's Third Party Administrator accompanied by a completed Certification of Healthcare Provider form. These forms must be completed and returned to the Third-Party Administrator at least 30 calendar days before taking scheduled leave, or within 15 calendar days following an emergency.
- 4.4.5 Absences due to FMLA will not result in a resident's dismissal from the program but may result in an extension of the resident's time in the program.
- 4.4.6 Extended leave of absence may impact a resident's eligibility to participate in examinations by the relevant certifying board(s) and may result in unsatisfactory completion of the criteria for the program.
  - 4.4.6.1 Any resident who is concerned about the impact of extended leave of absence or time away from the program should discuss the implications with their Program Director immediately.
  - 4.4.6.2 Should a resident's time away from the program exceed the maximum allowed by program requirements, the resident may extend their training.
- 4.5 Continued Medical Education (CME)
  - 4.5.1 There will be five (5) CME days available in accordance with each individual program's criteria.
  - 4.5.2 Residents may use their CME benefit for continuing education, professional dues, subscriptions, license, association fees, textbooks and any other educational resources like exam prep and board preparation courses.
- 5. References
  - 5.1 Bayhealth Family and Medical Leave Policy B9065.27
  - 5.2 Military Leave of Absence Policy B9065.50

## Resident Promotion/Non-Renewal/ Dismissal

Purpose Statement: Establishes the criteria by which residents may be promoted and discusses the resulting actions that will take place in the event of non-promotion, non-renewal of a contract, or dismissal from a residency or fellowship program at Bayhealth.

1. Definitions:
  - 1.1 Resident - Interns, residents and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.
2. Areas Involved:
  - 2.1 Graduate Medical Education (GME) Department
3. Forms Involved:
  - 3.1 None
4. Procedure:
  - 4.1 Resident Promotion
    - 4.1.1 After satisfactory completion of each year of GME experience, as attested to by the Program Director, a resident in good standing may be promoted to the next level of training, subject to the terms, limitations and conditions described in this document and the Resident Agreement.
    - 4.1.2 A resident is promoted based on acceptable periodic clinical evaluations, which may be augmented by other evaluation methods, by recommendation of the programs Promotion Committee and the Program Director, and by final approval of the Graduate Medical Education committee (GMEC). Additional promotion criteria include the following:
      - 4.1.2.1 Satisfactory completion of all training requirements
      - 4.1.2.2 Clinical and Academic performance
      - 4.1.2.3 Documented competence commensurate with level of training
      - 4.1.2.4 Successful completion and passing of the USMLE Step 3 prior to entering the Post Graduate Year (PGY)-2 level
      - 4.1.2.5 Full compliance with all terms of the Resident Agreement
      - 4.1.2.6 Continuation of the Sponsoring Institution and program Accreditation Council for Graduate Medical Education (ACGME) accreditation

- 4.1.3 Additional promotion criteria may be determined by the Clinical Competency Committee and the Program Director for individual programs.
- 4.2 Resident Non-Renewal/Dismissal
  - 4.2.1 Grounds for discipline, dismissal, or non-renewal of contract of a resident include, but are not limited to, the following:
    - 4.2.1.1 Below satisfactory academic performance, defined as a failed rotation; relevant exam scores below program requirements; and/or marginal or unsatisfactory performance as evidenced by faculty evaluation, in the areas of clinical diagnosis and judgment, medical knowledge, technical abilities, interpretation of data, patient management, communication skills, interactions with patients and other healthcare professionals, professionalism, and/or motivation and initiative.
    - 4.2.1.2 Conduct that violates professional and/or ethical standards; disrupts the operations of the Bayhealth facilities or participating sites, its departments, or affiliated hospitals; or disregards the rights or welfare of patients, visitors, or hospital/clinical staff.
    - 4.2.1.3 Failure to comply with the bylaws, policies, rules, or regulations of the Bayhealth or affiliate hospitals, medical staff, department, or with the terms and conditions of this document.
    - 4.2.1.4 Commission by the resident of an offense under federal, state, or local laws or ordinances which impacts upon the abilities of the resident to appropriately perform their normal duties in the residency program.
    - 4.2.1.5 Ineligible for continued appointment based on ongoing absence/unavailability to perform training duties; failure to satisfy licensure; visa, immunization, registration or other eligibility requirements for training.
  - 4.2.2 In the event of non-promotion, non-renewal of a contract or dismissal from a program, the resident will receive a written notice of intent not to renew or be dismissed from the program 120 days prior to the end of the contract year. Any written notice of intent to not renew, promote or dismiss will include a copy of the residents right to due process (Grievance Policy) relating to the above actions when the action is taken during the appointment period, suspension, non-renewal, non-promotion, or dismissal. If a resident is on probation or in remediation, the 120-day written notice of intent will not apply.

## Resident Grievance and Conflict Resolution

Purpose Statement: Establishes a uniform mechanism for grievance procedures for all residents in the Graduate Medical Education (GME) program. It is the belief and philosophy of Bayhealth Medical Center that good work relationships can exist only if residents believe they have been treated equitably and fairly. It is also recognized that there are occasions when honest differences of opinion may occur regarding the interpretation and application of policies and/or procedures and counseling for Disciplinary Action. The following process is established to provide an effective method for residents to bring problems to the attention of program leadership for resolution without fear of recrimination or retaliation.

Residents may also use this grievance procedure to address any concerns with the application of the resident's contract, policies, rules and regulations of the program. However, if the grievance pertains to any dispute or controversy between the resident and the policies, rules, and regulations of the program, the Program Director will notify the Designated Institutional Official (DIO) and Bayhealth's legal counsel.

### 1. Definitions:

- 1.1 Resident - Interns, residents and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.

### 2. Areas Involved:

- 2.1 Graduate Medical Education (GME) Department

### 3. Forms Involved:

- 3.1 None

### 4. Procedure:

#### 4.1 Step 1 of the Grievance Process

##### 4.1.1 Program Director

- 4.1.1.1 All grievances must be submitted in writing to the Program Director. It is anticipated that every effort will be made to resolve the matter in a fair and amicable manner at this level.
- 4.1.1.2 In situations where the grievance is not resolved within fifteen (15) business days of submission, or if the grievance involves the Program Director, the resident should proceed to Step 2.

#### 4.2 Step 2 of the Grievance Process

##### 4.2.1 Designated Institutional Official (DIO)

- 4.2.1.1 If the resident is not satisfied with the result Step 1 in the grievance process, the resident should schedule an appointment with the DIO and submit in writing to the DIO a

description of the issue and the date(s) that it occurred. The resident's description of the matter should identify all pertinent facts of which the resident has firsthand knowledge.

- 4.2.1.2 The resident may directly report to the DIO should the grievance involve the Program Director.
- 4.2.1.3 A copy of the written document should be sent to the VP of Human Resources.
- 4.2.1.4 The DIO will hear and consider the resident's concern and take appropriate action. The action of the DIO will be communicated in a letter sent to the resident and to the Program Director within ten (10) days.

#### 4.3 Step 3 of the Grievance Process

4.3.1 Time Limits: Time limits set forth in this procedure must be followed unless extended for good cause at the discretion of the GME office. A resident who fails to meet the time limits for appealing the Program's decision may be deemed to have withdrawn the appeal.

4.3.2 Burden of Proof: The appealing resident has the burden to demonstrate, by clear and convincing evidence, that the decision issued by the program was arbitrary and capricious. "Clear and convincing evidence" means the evidence presented by the resident is highly and substantially more probable to be true than not. "Arbitrary and capricious" means there was no reasonable basis for the Program's decision.

4.3.3 Appeal of DIO Decision: A resident may appeal a DIO's corrective action as follows:

4.3.3.1 To initiate the appeal process, the resident must submit a written appeal to the GME office within five (5) business days of receipt of the DIO's decision being appealed. The resident's appeal should state the facts on which the appeal is based, the reason(s) the resident believes the DIO's decision was in error, and the remedy requested.

4.3.3.2 The GME office will appoint an ad hoc Review Panel to hear the resident's appeal. The Review Panel will consist of one program director from a program not being reviewed acting as chairperson and two additional faculty members.

4.3.3.3 The Review Panel will schedule the appeal hearing and notify the GME office of the hearing date. Schedules permitting, the appeal hearing should occur within thirty (30) business days from the Review Panel's receipt of the resident's appeal.

4.3.3.4 The GME office will send a Hearing Notice to the resident. The Hearing Notice will contain the names of the Review

Panel members, the date, time and location of the appeal hearing, and the deadline to submit evidence. The resident should receive at least ten (10) business days' notice of the hearing date.

4.3.3.4.1 Any evidence the resident wants the Review Panel to consider must be submitted to the Review Panel at least five (5) business days prior to the appeal hearing. Submissions should contain any evidence (including witness statements and written, recorded, or electronic material) believed to be relevant to the appeal. Failure to submit evidence in that time and manner may result in the material not being considered by the Review Panel.

4.3.3.4.2 The GME office will facilitate the exchange of evidence between the resident and the Program Director and will provide copies of all evidence to the Review Panel.

#### 4.4 Appeal Hearing

4.4.1 The Review Panel chairperson has wide discretion with respect to conducting the appeal hearing. In general, appeal hearings will proceed according to the following format:

4.4.1.1 The Program Director may make a presentation to the Review Panel up to twenty (20) minutes.

4.4.1.2 The resident may make a presentation to the Review Panel up to twenty (20) minutes.

4.4.1.3 The Program Director will have up to ten (10) minutes to respond to the statements made by the resident.

4.4.1.4 The resident will have up to ten (10) minutes to respond to the statements made by the program director.

4.4.1.5 Review Panel members may ask questions of the resident and/or the program director

4.4.2 Witnesses other than the Program Director and the resident will not be permitted to participate in the appeal hearing unless called by the Review Panel. In the event the Review Panel elects to hear from additional witnesses, the Program Director and the resident may question those witnesses.

4.4.3 The Review Panel and the Program Director will be assisted during the appeal process and accompanied at the appeal hearing by Bayhealth's attorneys.

4.4.4 The resident may be assisted during the appeal process and accompanied at the appeal hearing by an advisor of the resident's choosing, who may be an attorney at the resident's own expense.

- 4.4.5 Advisors and attorneys may consult with the parties but will not actively participate in the appeal hearing.
- 4.4.6 Appeal hearings are confidential. Only participants, advisors or attorneys, and Review Panel members may attend.
- 4.5 Panel Deliberation and Decision
  - 4.5.1 Following the appeal hearing, the Review Panel will deliberate privately.
  - 4.5.2 The final decision will be made by a majority vote of the Review Panel members.
  - 4.5.3 The Review Panel will prepare a written decision setting forth its conclusions and its reasoning in support of those calculations.
  - 4.5.4 The Review Panel's discussion will be sent to the resident, the Program Director and the DIO within 10 business days after the hearing.
- 4.6 Residents or faculty supervisors, during any step in the process, may avail themselves to the VP of Human Resources or designee for advice and counsel, but it is encouraged that the general process be followed, whenever possible.
- 4.7 It is expected that residents and/or former residents will initiate and follow through with the process in a reasonable amount of time following the incident or onset of concerns and that management responses and determinations will be made in a timely manner that is appropriate to the issue under investigation.
- 4.8 It is understood that resident electing to utilize this process will be treated courteously and that the case will be handled confidentially and discreetly, to the greatest extent possible, at all times. No resident will be subjected to discourteous treatment, recrimination or retaliation resulting from recourse to the grievance procedure.

## Resident Appointment

Purpose / Statement: Sets forth Bayhealth guidelines regarding resident recruitment and selection and is intended to establish valid, fair, effective, and ethical criteria for the recruitment and selection for Bayhealth's graduate medical education program.

1. Definitions:
  - 1.1 Resident - Interns, residents, and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program
  - 1.2 Fifth Pathway - The fifth pathway is a period of supervised clinical training for students who obtained their received undergraduate medical education abroad, premedical education in the United States, and passed Step 1 of the United States Medical Licensing Examination. Once these students successfully complete a year of clinical training sponsored by a Liaison Committee on Medical Education (LCME) US medical school and pass United States Medical Licensing Examination (USMLE) Step 2, they become eligible for an Accreditation Council for Graduate Medical Education (ACGME) accredited residency as an international medical graduate. This is one of several ways that individuals who obtain their undergraduate medical education abroad can enter GME in the United States.
2. Areas Involved:
  - 2.1 Graduate Medical Education (GME) Department
3. Forms:
  - 3.1 None
4. Procedure:
  - 4.1 Resident Recruitment
    - 4.1.1 Resident eligibility will be aligned with the ACGME Common and Specialty-Specific Requirements.
    - 4.1.2 Upon invitation to interview for a resident position, a candidate must be informed of the terms, conditions, and benefits of appointment to the ACGME-accredited program in writing or electronically. This communication to the candidate must include information on the following elements: vacations; parental, sick, and other leaves of absence; disability financial support; professional liability; hospitalization; and all insurance accessible to residents and their eligible dependents. This information will be in effect at the time of the candidate's eventual appointment.
    - 4.1.3 In determining resident eligibility and appointment, Bayhealth will not discriminate about a resident's gender, race, religion, color,

creed, national origin, disability, sexual orientation or veteran status. Residents will be selected based on the above requirements as well as their interpersonal and communication skills, professionalism, integrity, medical knowledge, and perceived preparedness to enter residency training.

4.2 Applicants are required to meet at least one of the following qualifications to be eligible for a position in the graduate medical education program at Bayhealth:

4.2.1 The Applicant must be a:

4.2.1.1 Graduate from a college of osteopathic medicine in the United States, accredited by the American Osteopathic Association (AOA) or

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

4.2.1.3 Graduate from a medical school outside the United States, and meeting one of the following additional qualifications:

4.2.1.3.1 Holds a full and unrestricted license to practice medicine in a United States licensing jurisdiction in their ACGME specialty/subspecialty program; or

4.2.1.3.2 Holds a valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG) prior to appointment; or

4.2.1.3.3 Has graduated from a medical school outside the United States and has completed a Fifth Pathway program provided by an LCME accredited medical school

4.3 Resident Selection

4.3.1 The following will be the enforced requirements for Resident Selection at Bayhealth:

4.3.1.1 Provide both a copy of their diploma and a letter from the dean of their medical school verifying graduation

4.3.1.2 Provide at least three (3) letters of recommendation from physicians with whom the candidate has worked

- 4.3.1.3 Complete a personal interview either in person or through video conference
- 4.3.1.4 Applicants must have the ability to obtain licensure in the state of Delaware
- 4.3.1.5 Applicants must complete all required licensing exams as listed below:
  - 4.3.1.5.1 Graduates of an AOA accredited school must successfully complete COMLEX Level 1, COMLEX Level 2 PE and COMLEX CE.
  - 4.3.1.5.2 Graduates of an LCME accredited school must successfully complete USMLE Step 1, USMLE Step 2 CK and USMLE Step 2 CS.
  - 4.3.1.5.3 Graduates of a non-LCME accredited school outside of the United States must successfully complete USMLE Step 1, USMLE Step 2 CK and USMLE Step 2 CS.

#### 4.4 Visa Criteria

- 4.4.1 International medical graduates seeking J-1 sponsorship must fulfill several general requirements detailed in ECFMG exchange visitor sponsorship application materials. Bayhealth Medical Center in coordination with ECFMG will facilitate J-1 sponsorship.
- 4.4.2 All J-1 visas will be processed through the Graduate Medical Education Office. The Training Program Liaison (TPL) will work with the resident in obtaining the visa. Application fees and other registration expenses will be the responsibility of the training program.
- 4.4.3 Under certain exceptional circumstances, Bayhealth Medical Center will sponsor H-1B visas. This will be reviewed on a case-by-case basis and must be approved in advance. All applications for H-1B visas will be handled by the Bayhealth Medical Center attorney.
  - 4.4.3.1 For residents to be eligible for H-1B they must have successfully completed Step 3 prior to the start of the program.
- 4.4.4 It is the visa holder's responsibility to maintain lawful status while in the United States and while training at Bayhealth Medical Center as a resident or fellow.

#### 4.5 Requirements for Appointment

- 4.5.1 All residents must hold a temporary training license from the State of Delaware. A copy of the training license must be given to the GME office prior to appointment.
  - 4.5.1.1 Residents will be reimbursed for the cost of the training license.
  - 4.5.1.2 Residents will not be reimbursed for obtaining a license to moonlight.
- 4.5.2 Residents are required to provide the GME office with the following:
  - 4.5.2.1 Proof of MMR, Varicella, Hepatitis B, Tetanus, Diphtheria w Pertussis or Diphtheria-tetanus within the past ten years
    - 4.5.2.1.1 Residents must have positive titers to above or will be required to obtain the appropriate vaccines.
  - 4.5.2.2 Tuberculosis Testing within the 12 weeks prior to the start of training at Bayhealth
    - 4.5.2.2.1 Tuberculosis testing will occur at the occupational health visit
    - 4.5.2.2.2 Residents are required to be screened annually
  - 4.5.2.3 Residents who fail to supply the immunization and health records required by the program will be placed on administrative notice.
- 4.5.3 All residents are required to obtain and upload a copy of their photo identification card, medical license, IMG certification (if applicable), medical school diploma, vaccination record, passport (if applicable), Visa (if applicable), demographic information and any other information requested by the GME office.
- 4.5.4 Criminal background check, drug screening and sexual offender check are required for all newly hired residents and must be completed prior to appointment at Bayhealth.
  - 4.5.4.1 A resident testing positive for any controlled substance will be denied employment unless it can be shown the drug in question is prescribed by a licensed physician or healthcare provider to treat a current diagnosed condition and will not interfere with the applicant's ability to safely perform the job. The Bayhealth Medical Review Officer will

evaluate all positive results and consult with the prescribing physician if applicable.

5.1.1.1 Residents must adhere to all drug and alcohol policy requirements listed in the Bayhealth Drug and Alcohol Abuse Policy (B9065.14).

5.1.1.2 Residents are required to pass required Human Resources screening prior to appointment.

5.1.1.2.1 Program Director(s) will be notified by Human Resources of any failed pre-employment testing.

## 5. References

5.2 Bayhealth Drug and Alcohol Abuse Policy, B9065.14

## Resident Supervision

### Purpose Statement:

Residents at Bayhealth Graduate Medical Education must be supervised by faculty physicians in a manner that is consistent with the Accreditation Council for Graduate Medical Education (ACGME) common program requirements and requirements for the applicable residency program. There must be enough institutional oversight to ensure that trainees are appropriately supervised; appropriate supervision meaning that the resident is supervised by the teaching faculty in such a way that the resident assumes progressive responsibility according to their level of education, proven ability, and experience

### 1. Definitions:

- 1.1 Resident - Interns, residents, and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.

### 2. Areas Involved:

- 2.1 Graduate Medical Education (GME) Department

### 3. Forms:

- 3.1 None

### 4. Procedure

- 4.1 Each program must have a supervision policy that is available to residents, faculty members, other members of the health care team, and patients.

- 4.1.1 It is the responsibility of the individual Program Directors to establish detailed written policies describing trainee supervision at each level for their residency/fellowship programs in accordance with institutional policies and ACGME requirements.

- 4.1.2 The Program Director will provide explicit written descriptions of lines of responsibility for the care of patients, which will be made clear to all members of the teaching teams.

- 4.1.3 The program must define when physical presence of a supervising physician is required.

- 4.2 Residents will be given a clear means of identifying supervising physicians who share responsibility for patient care on each rotation.

- 4.3 The Program Director will use the following levels of supervision and their correlating definitions:

#### 4.3.1 Direct Supervision:

- 4.3.1.1 The supervising physician is physically present with the resident during the key portions of the patient interaction.

- 4.3.1.2 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.
  - 4.3.2 Indirect Supervision:
    - 4.3.2.1 The supervising physician is not providing physical or concurrent visual or audio supervision but is immediately available to the resident for guidance and is available to provide appropriate direct supervision.
    - 4.3.3 Oversight – The supervising physician is available to provide review of procedures/encounters with feedback provided after care is delivered.
- 4.4 Each resident must know the limits of their scope of authority, and the circumstances under which the resident is permitted to act with conditional independence.
- 4.5 As the resident's supervision level evolves, the description of their responsibilities must include identification of the mechanisms by which the participant's supervisor(s) and Program Director make decisions about each resident's progressive involvement and independence in specific patient care activities.
- 4.6 Senior residents should serve in a supervisory role of junior residents with appropriate patients, provided the junior residents have demonstrated progress in the training program.
- 4.7 In each program, there will be circumstances in which residents must verbally communicate with appropriate supervising faculty, regardless of training level and experience. Programs must identify and put in writing circumstances in which verbal communication with Supervising Faculty is necessary. At a minimum, these circumstances must include:
  - 4.7.1 Emergency admission
  - 4.7.2 Consultation for urgent condition
  - 4.7.3 Transfer of patient to a higher level of care
  - 4.7.4 Code Blue Team activation
  - 4.7.5 Change in DNR status
  - 4.7.6 Patient or family dissatisfaction
  - 4.7.7 Patient requesting discharge AMA
  - 4.7.8 Patient death
- 4.8 Residents will be assigned a faculty supervisor for each rotation or clinical experience (inpatient or outpatient). The faculty supervisor will provide to the Program Director a written evaluation of each resident's performance during the period that the resident was under their direct supervision. The

Program Director will structure faculty supervision assignments of sufficient duration to assess the knowledge and skills of each resident and delegate the appropriate level of patient care authority and responsibility.

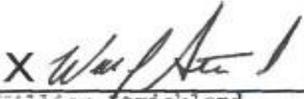
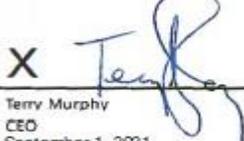
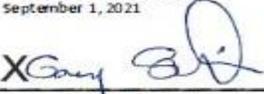
- 4.9 In addition, the Program Director must evaluate each Resident's abilities based on specific criteria established by the faculty of the training program. These criteria will be guided by national standards-based criteria when such are available.
- 4.10 The resident is protected in a manner that is free from reprisal which ensures they can raise concerns and provide feedback in a confidential manner without intimidation or retaliation. If a resident feels that they are not adequately supervised by program faculty, the first contact will be the Program Director or Associate Program Director, when applicable. If these individuals are not available or the resident does not feel comfortable approaching these individuals, the next contact is the Designated Institutional Official. Finally, if the Designated Institutional Official cannot be reached, the GME Director, and appropriate supervision is arranged.
  - 4.10.1 If the issue of inadequate supervision is raised, it will be discussed immediately at an ad hoc Graduate Medical Education Committee (GMEC) meeting. A trend of inadequate supervision may prompt a special review of the program.
- 4.11 Faculty will be held to this policy and program-level supervision policies as part of a contract that they must sign prior to participation in the program. If a faculty fails to provide adequate supervision per these policies, they will face remediation, which could result in removal as program faculty.

## Statement of Commitment to Graduate Medical Education

Purpose Statement: At Bayhealth Medical Center (Bayhealth), our mission is to strengthen the health of our community, one life at a time. To accomplish this mission, Bayhealth must provide a premiere educational experience to its residents in which residents learn to provide optimal care to the community. Therefore, Bayhealth will support a strong Graduate Medical Education (GME) program through the provision of the necessary administrative, educational, financial, human, and clinical resources for all of its Accreditation Council for Graduate Medical Education (ACGME)-accredited programs.

1. Definitions:
  - 1.1 Resident - Interns, residents and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.
2. Areas Involved:
  - 2.1 Bayhealth departments and facilities
3. Forms Involved:
  - 3.1 None
4. Procedure:
  - 4.1 Mission: At Bayhealth Medical Center (Bayhealth), our mission is to strengthen the health of our community, one life at a time. To accomplish this mission, Bayhealth must provide a premiere educational experience to its residents in which residents learn to provide optimal care to the community. Therefore, Bayhealth will support a strong Graduate Medical Education (GME) program through the provision of the necessary administrative, educational, financial, human, and clinical resources for all of its Accreditation Council for Graduate Medical Education (ACGME)-accredited programs.
  - 4.2 Bayhealth is committed to providing the necessary financial support for administrative, educational, and clinical resources including personnel, necessary to assure excellence in its graduate medical education programs.
  - 4.3 Bayhealth will be responsible for the following considerations to ensure this commitment is enacted within the residency program operations:
    - 4.3.1 Provide adequate clinical sites for resident education within the Bayhealth system and through agreements with approved patient care facilities as necessary
    - 4.3.2 Provide appropriate guidance and supervision to ensure that the patient care provided by residents is safe and appropriate for the patient, the resident, and their colleagues

- 4.3.3 Provide access to appropriate educational resources for residents and faculty (such as library, facilities, teaching space and equipment, and information systems), as well as availability of specialty/subspecialty-specific and other appropriate reference material in print or electronic format (e.g. electronic medical literature databases with search capabilities);
- 4.3.4 Ensure that the DIO and Program Directors have sufficient financial support and protected time to effectively carry out their educational, administrative, and leadership responsibilities, per the ACGME requirements
- 4.3.5 Organize, staff and support GMEC and a Graduate Medical Education Office to provide support and oversight as stated in the ACGME Institutional Requirements
- 4.3.6 Support other program faculty who contribute to resident teaching and administration of the GME programs
- 4.3.7 Ensure that residents can communicate any concerns, without intimidation or fear of retribution
- 4.3.8 Coordinate the fair implementation of personnel policies and procedures for residents
- 4.3.9 Provide appropriate on-call rooms, food services, security, and related services per ACGME requirements
- 4.3.10 Ensure that resident clinical experience and education hours comply with ACGME requirements and hospital policies.
- 4.4 The executive leadership of Bayhealth, GMEC, DIO, the Program Director(s), and the Bayhealth Board of Directors will monitor and ensure compliance with requirements and adherence to the established standards.
- 4.5 This statement of commitment will be reviewed, dated, and signed at least once every five years by the DIO, a representative of the Bayhealth's senior administration, and a representative of Bayhealth's Board of Directors.

 <hr/> William Strickland Executive Board Member September 1, 2021	 <hr/> Terry Murphy CEO September 1, 2021
 <hr/> Gary Siegelman, MD Designated Institutional Official September 1, 2021	

## Transition of Care

Purpose Statement: Residents and faculty members will receive training on the proper protocol for transitioning care. This is to ensure and monitor effective, structured patient hand-over processes to facilitate continuity of care and patient safety at all participating sites.

1. Definitions:
  - 1.1 Resident - Interns, residents and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.
  - 1.2 Transitions in care - The relaying of complete and accurate patient information between individuals or teams in transferring responsibility for patient care in the health care setting.
2. Areas Involved:
  - 2.1 Bayhealth departments and facilities
3. Forms Involved:
  - 3.1 Electronic Hand-off document
4. Procedure:
  - 4.1 Transitions in care occur regularly under the following conditions:
    - 4.1.1 Change in level of patient care, including inpatient admission from the ambulatory setting, outpatient procedure, or diagnostic area.
    - 4.1.2 Inpatient admission from the Emergency Department
    - 4.1.3 Transfer of a patient to or from a critical care unit
    - 4.1.4 Transfer of patient from the Post Anesthesia Care Unit (PACU) to an inpatient unit when a different physician will be caring for that patient
    - 4.1.5 Transfer of care to other healthcare professionals within procedure or diagnostic areas
    - 4.1.6 Discharge, including discharge to home or another facility such as skilled nursing care
    - 4.1.7 Change in provider or service change, including resident sign-out, inpatient consultation sign-out, and rotation changes for residents.
  - 4.2 Individual Graduate Medical Education (GME) programs must have a policy addressing transitions of care that is consistent with general institutional policies concerning patient safety and quality of healthcare delivery.
  - 4.3 Individual GME programs must design clinical assignments to minimize the number of transitions in patient care.

- 4.4 Individual GME programs must ensure and monitor effective, structured hand-over processes to facilitate both continuity of care and patient safety.
- 4.5 GME programs must ensure that residents are competent in communicating with team members in the hand-over process.
- 4.6 Each GME program must ensure the availability of schedules that inform all members of the health care team of attending physicians and residents currently responsible for each patient's care.

## Vendor Relation

Purpose Statement: To set forth guidelines for appropriate vendor access and solicitation within Bayhealth.

1. Definition:

- 1.1 Resident - Interns, residents, and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.
- 1.2 Vendor - A company, its representative or the agent of a company that either produces or markets drugs, devices, nutritional products, or other products or services.

2. Areas Involved:

- 2.1 Bayhealth departments and facilities

3. Forms Involved:

- 3.1 None

4. Procedure:

- 4.1 Residents will follow the Vendor policy and procedures of Bayhealth that is found on BayNet.
- 4.2 It is the responsibility of the Graduate Medical Education Office to provide proper education to all residents about vendor interactions during orientation.
- 4.3 It is the responsibility of the resident to address any concerns about a vendor with their supervising physician.

## Well-Being

Purpose Statement: Bayhealth as the Sponsoring Institution, in partnership with its Accreditation Council for Graduate Medical Education (ACGME)-accredited programs will provide education to all faculty members and residents to help identify and preempt signs and symptoms of burnout, depression and substance abuse, including how to recognize these symptoms in oneself.

1. Definition:
  - 1.1 Resident - Interns, residents, and subspecialty residents (fellows) enrolled in a Bayhealth sponsored postgraduate training program.
2. Areas Involved:
  - 2.1 Graduate Medical Education (GME) Department
3. Forms Involved:
  - 3.1 None
4. Procedure:
  - 4.1 Residents and faculty members are at increased risk for burnout and depression. Psychological, emotional, and physical well-being are critical in the development of the competent, caring, and resilient physician. The institution, in addition to each training program has the same responsibility to address well-being as they do to evaluate other aspects of resident competence.
    - 4.1.1 Each program will provide education to all faculty members and residents to identify signs and symptoms of burnout, depression, and substance abuse, including how to recognize these symptoms in oneself.
  - 4.2 If any resident or faculty member is concerned about another resident, faculty member, or themselves displaying signs of burnout, depression, substance abuse, suicidal ideation, or potential for violence, they are encouraged to alert the program director, Designated Institutional Official (DIO), or other program-specific designated personnel.
  - 4.3 Bayhealth will provide access to appropriate tools for self-screening as well as access to Employee Assistance as outlined in Employee Benefits.
  - 4.4 Bayhealth residents and faculty members will have access to confidential, affordable, mental health assessment, counseling, and treatment, including access to urgent and emergent care 24-hours a day, seven days a week.
  - 4.5 Residents will have access to VITAL WorkLife. This program offers immediate counseling, peer coaching, financial consulting services, legal services, and other online resources.

## Drug and Alcohol Abuse

Purpose Statement: Bayhealth complies with all state and federal laws regarding alcohol and drug use. Bayhealth sets forth its commitment to providing the highest quality of healthcare delivery services and promoting a safe and secure environment for patients and their families, employees, volunteers, Bayhealth affiliate members, and the general public. Employee, volunteer, contractor, and/or affiliate member use of alcohol and/or drugs which cause impairment either immediately prior to or during work hours jeopardizes the safety and welfare of the community whom Bayhealth is charged to serve. This policy includes testing for pre-employment, post-accident, reasonable cause, return-to-duty, and unannounced testing as a condition of continued employment.

### 1. Definitions:

- 1.1 Under the Influence (Alcohol): The employee is affected by alcohol in any detectable manner which may be established by observation of impairment and a scientifically valid test. For purposes of clarification, an employee found to have a blood-alcohol concentration of .02% or more as determined by a diagnostic test such as a breathalyzer, will be classified as under the influence of alcohol.
- 1.2 Under the Influence (Drugs): The employee is affected by illegal or controlled drugs in any detectable manner which may be established by observation of impairment and/or a scientifically valid test.
- 1.3 Reasonable Suspicion: Significant knowledge and observation obtained to believe that an employee is impaired secondary to the use of alcohol and/or illegal or controlled drugs. It is important to note that there may be reasonable explanations for signs and behaviors; supervisors must consider behaviors in aggregate before making a conclusion of reasonable suspicion. Knowledge may be obtained through observable signs to include, but not limited to the following:
  - Significant changes in normal activity level;
  - Slurred speech or unusually rapid or slow speech;
  - Unsteady, staggering walk;
  - Loss of coordination;
  - Smell of alcohol or marijuana on employee's breath or person;
  - Glassy, red, or bloodshot eyes;
  - Disoriented or bizarre behavior;
  - Unusually unkempt appearance;
  - Sudden change in work quality, lapses in concentration (repeated errors), difficulty recalling instructions;

- A pattern of unexplained disappearances from the job—unable to locate employee;
  - Employee involvement in a workplace accident that appears to result from the employee’s lack of attention and/or coordination, negligence, or where the accident is otherwise unexplainable;
  - Medication withdrawals from automated network dispensing cabinets where a physician order is not present, multiple system overrides are engaged, and/or follow-up documentation is not completed.
- 1.4 Accident: An occurrence associated with the operation of a vehicle and/or use of equipment which results in bodily injury necessitating medical care above and beyond first aid.
  - 1.5 Incident: An occurrence associated with the provision of services, care, and/or treatment of patients wherein a patient suffers a catastrophic outcome, e.g., death, threat to life, avoidable injury or damage, proximate to an employee’s failure to follow established departmental and/or organizational procedures.
  - 1.6 Property or Equipment Damage: Impaired use or harm to either property or equipment requiring repair caused by inattention to detail or a failure to comply with established safety procedures.
  - 1.7 Affiliate Members: Non-employed physicians, allied health professionals, volunteers, temporary staff members, student interns/externs, and contractors.
  - 1.8 Bayhealth Premises: Any office, building, facility, or property (including parking lots, vehicles, and/or equipment) owned, operated, or leased by Bayhealth.
  - 1.9 Safety Sensitive Positions: Any job classification within Bayhealth which calls for the participation in direct patient care; security duties; operation of motor vehicles; operation and maintenance of heavy and/or electrical equipment; maintenance of hazardous systems such as boilers, elevators, electrical systems, and chillers; and duties associated with the measurement and administration of pharmaceutical products.
2. Areas Involved:
    - 2.1 Bayhealth Departments & Facilities
    - 2.2 Bayhealth Emergency Physicians
    - 2.3 GME Residents
  3. Forms:
    - 3.1 Drug and/or Alcohol Testing Consent Form
    - 3.2 Supervisor’s Checklist for Reasonable Suspicion Determination
  4. Procedure:
    - 4.1 Bayhealth recognizes that alcohol and drug addiction are problems which can be successfully overcome. Employees who acknowledge drug and/or alcohol addictions, without first being

discovered by Bayhealth, and seek assistance through either the Employee Assistance Program or directly through a rehabilitation program, may be considered for continued employment subject to position availability and agreement to participate in periodic unannounced drug/alcohol tests.

- 4.2 Employees and affiliate members are not permitted to possess, use, purchase, sell, or transfer illegal drugs of any amount on Bayhealth property (to include parking lots), in Bayhealth vehicles (either owned or leased by Bayhealth), and/or while on duty performing services for Bayhealth, including during unpaid meal breaks and paid break periods.
- 4.3 Employees are prohibited from consuming alcohol while on or off Bayhealth property during work hours to include unpaid meal breaks and paid breaks.
- 4.4 Employees may not report to work under the influence of alcohol, illegal drugs, and/or controlled substances which may cause physical or mental impairment.
- 4.5 Employees and/or affiliate members who engage in diverting, possessing, obtaining, supplying, or administering prescription drugs to any person, including self, except as prescribed by a licensed medical professional who is authorized by law to prescribe drugs, shall be subject to discharge from employment and/or referral to the appropriate administrative governing body for action.
- 4.6 Procedures for employed and non-employed practitioners credentialed or granted limited privileges by the Bayhealth Medical Center Board of Directors, who violate Bayhealth drug and alcohol policies, shall be managed as set forth in Bayhealth Medical Staff Services Policy B9085.05, Practitioner Health Policy. Final disposition regarding matters involving employed and non-employed practitioners shall be left to the Chief Medical, Chief Operating, and Chief Executive Officers.
- 4.7 Employees who take over-the-counter medication and/or other lawful medication, even controlled substances such as marijuana for medicinal purposes, to treat a medical condition, should inform his/her supervisors if they believe that the medication will impair their job performance, safety, or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication.
- 4.8 Where Bayhealth has reason to believe that an employee is in violation of Bayhealth alcohol and drug policies, the employee may be asked to submit immediately to a search of his or her person, and/or all personal belongings located on Bayhealth property, including vehicles, employee lockers, desks, and any other receptacles used. Bayhealth reserves this right to search all of an employee's personal property when it is brought on to Bayhealth property. A failure to submit to an inspection when reasonable

suspicion has been established is grounds for immediate termination.

#### 4.9 Pre-Employment Testing

- 4.9.1 All applicants for employment who have received and accepted a bona fide offer of employment are subject to pre-employment drug urinalysis testing for controlled and illegal substances. All employment offers are contingent upon the satisfactory completion of a controlled substance screening test and a passing result. Employment offers will be rescinded for applicants testing positive for an illegal substance or non-prescribed controlled substance and are not eligible to reapply for employment with Bayhealth for one year following the unfavorable drug screen. Failure to consent to drug urinalysis testing will result in the employment offer being withdrawn.
- 4.9.2 Urine specimens will be collected by Occupational Health in accordance with the Drug and Alcohol Testing Industry Association (DATIA) and sent [complying with chain of custody procedures] to a contract laboratory for resulting.
- 4.9.3 Any attempt to tamper with the specimen, or if there is reasonable suspicion the specimen was tampered with, offer of employment is immediately withdrawn.
- 4.9.4 An applicant testing positive for any controlled substance will be denied employment unless it can be shown the drug in question is prescribed by a licensed physician or healthcare provider to treat a current diagnosed condition and will not interfere with the applicant's ability to safely perform the job. The Bayhealth Medical Review Officer will evaluate all positive results and consult with the prescribing physician if applicable.
- 4.9.5 Recommendations for a re-test for dilute specimens by the Medical Review Officer must be upheld in order to continue with pre-employment processing. Failure to submit to a re-test when requested results in the employment offer being withdrawn. Re-tests for dilute specimens are permitted to be completed through direct observation.
- 4.9.6 All information regarding drug and/or alcohol testing and test results will be maintained as confidential information in the online drug screen system. Drug screen results will not be released to employees for their own record. For pre-employment testing, only Bayhealth's Human Resources team is on a "need to know" basis regarding outcomes of drug and/or alcohol testing for employment processing purposes. Access requested by agencies outside of Bayhealth must produce a valid subpoena in order to obtain access.
- 4.9.7 All applicants for Bayhealth employment will be advised of the policy regarding drug urinalysis testing at the time of interview.

#### 4.10 Reasonable Cause Testing During Regular Business Hours

- 4.10.1 If an employee reports to work and a manager has reason to believe, based upon observation of employee behavior and/or appearance, the employee is not able to safely and satisfactorily perform duties required, the manager will request, after consultation with Human Resources, that the employee submit to drug urinalysis and/or alcohol testing.
- 4.10.2 The manager will complete the "Supervisor's Checklist for Reasonable Suspicion Determination," sign and date the document. Human Resources should be contacted (during normal business hours) to discuss observations recorded on the checklist and the need to send the employee for drug testing. If after normal business hours, the Administrator On-Call should be contacted. A copy of the checklist will be attached to the consent form and maintained in the Occupational Health record.
- 4.10.3 During regular business hours (7:30 a.m.-5:00 p.m.), the manager and/or Human Resources will contact Occupational Health to arrange for drug and/or alcohol testing. The employee will be escorted to Occupational Health by Public Safety, as necessary. If results are not available that day, Public Safety will work to make arrangements to have the employee transported to his/her place of residence. Every effort should be made to ensure the employee does not operate a motorized vehicle.
- 4.10.4 If the employee refuses to consent and there exists reasonable suspicion that he/she is impaired, the manager will notify the employee that he/she will be placed on administrative leave without pay pending further investigation, advise the employee not to operate a motor vehicle, and work with Public Safety to make arrangements to have the employee transported to his/her place of residence. Every effort should be made to ensure the employee does not operate a motorized vehicle. Refusal to consent to a drug and/or alcohol screening may result in corrective action, up to and including termination of employment.
- 4.10.5 If consent is obtained, Occupational Health personnel will administer a Breathalyzer and/or drug urinalysis test.
- 4.10.5.1 If the test reveals a positive result for prescription medication, properly prescribed to the employee, the employee will be directed to contact his/her healthcare provider to assess fit for duty. The employee will be placed on an administrative leave of absence, permitted to access accrued paid-time-off until a disposition is made. The Medical Review Officer will make the

determination regarding if the employee can return to work and when.

4.10.5.2 If the test reveals a positive result for prescription medication not prescribed to the employee, the employee will be subject to disciplinary action, up to and including termination of employment.

4.10.6 If there is reasonable suspicion of an employee removing a prescription medicine from automated network dispensing cabinets where a physician order is not present, an additional controlled substance test will be performed in addition to normal testing procedures.

4.10.7 In the instance where there is reasonable suspicion of alcohol and/or drug use during an employee's working hours, the employee will not be permitted to return to work until the results of the test(s) are known by Bayhealth and provided that the results for alcohol and/or illicit drugs are negative. Should results of the test(s) be positive and it be determined that the employee was under the influence of alcohol and/or drugs while on duty at Bayhealth, they will be subject to corrective action, up to and including termination of employment. Should the results of the test(s) be negative, the employee will be allowed to return to work with full back-pay.

#### 4.11 Reasonable Cause Testing After Hours

4.11.1 In the event that a supervisor believes an employee to be impaired during other than normal business hours, the supervisor must notify the Administrator On-Call to discuss observations of the employee. For Patient Care Services staff, the House Supervisor should be notified.

4.11.2 The supervisor or House Supervisor will complete the Supervisor's Checklist for Reasonable Suspicion Determination. If there is reasonable suspicion that the employee is impaired, the supervisor will escort the employee to the Emergency Department. The Emergency Department will contact the on-call employee at Occupational Health for a drug screening.

4.11.3 The Supervisor's Checklist for Reasonable Suspicion will be attached to the consent form and ultimately forwarded to Occupational Health for insertion in the employee's drug screen record.

4.11.4 Alcohol testing will be released immediately to the responsible supervisor; results of drug testing will be forwarded to Occupational Health for release during regular business hours.

4.11.5 Until all test results are received, the employee will be placed on Administrative Leave, pending the outcome of the tests. Should results of the test(s) be positive and it be determined that the employee was under the influence of alcohol and/or drugs while on duty at Bayhealth, they will be subject to corrective action, up to and including termination of employment. Should the results of

the test(s) be negative, the employee will be allowed to return to work with full back-pay. While results are pending, the supervisor or House Supervisor should work with Public Safety to make arrangements to have the employee transported to his/her place of residence. Every effort should be made to ensure the employee does not operate a motorized vehicle. Refusal to consent to a drug and/or alcohol screening may result in corrective action, up to and including termination of employment.

#### 4.12 Post-Accident Testing

4.12.1 As a condition of continued employment and/or continued privilegesto provide services at Bayhealth, employees and affiliate members are required to submit to post-accident, reasonable cause, return- to-duty, or follow-up alcohol or drug testing, as requested by Bayhealth. Bayhealth does not require these drug tests to be done through direct observation.

4.12.2 When an employee performing services for Bayhealth is involved inan accident or incident which results in any of the following: 1) damage to property and/or equipment, 2) a personal injury, and/or 3) a catastrophic patient outcome, when such accidents and/or incidents are the result of inattention, disregard for established safety procedures, and/or a failure to comply with established operating procedures, he/she will be asked to consent to drug and alcohol testing. The employee's supervisor must coordinate with Human Resources, during normal business hours, or the Administrator On-Call, if outside of normal business hours, to arrange the drug and alcohol screening.

4.12.3 Post-accident testing will be performed within 1 hour after the accident, so long as the employee is able to consent. The procedures will mirror those set forth for reasonable suspicion testing. If the 1-hour time limit cannot be met, testing will be performed as soon as reasonably possible.

4.12.4 In the event that the employee is so seriously injured that he/she cannot provide a specimen at the time of the accident, the employee must provide necessary authorization to Bayhealth to obtain hospital records or other documents that may indicate whether controlled substances or alcohol were present in the employee's system at the time of the accident.

4.12.5 In the event that federal, state, or local officials, following an accident, conduct breath and/or blood tests to determine the presence of alcohol and/or controlled or illegal drugs, these tests will meet the requirements of this policy. In such a case, the employee must consent to allow Bayhealth to obtain the test results.

4.12.6 A refusal to consent to drug and alcohol testing, or to consent to release results to Bayhealth when such testing was completed by athird party, will constitute grounds for termination.

#### 4.13 Random Alcohol and Drug Testing

- 4.13.1 Employees in safety and/or security-sensitive positions and positions regulated by federal regulatory bodies are required to submit to random alcohol and drug testing, as requested by Bayhealth.
- 4.13.2 Employees in positions subject to random testing will be notified that such positions are subject to the testing. However, the employees will not be given advance notice of the actual random testing.
- 4.13.3 Urine specimens and/or breathalyzer testing will be collected by Occupational Health in accordance with the Drug and Alcohol Testing Industry Association (DATIA) and sent [complying with chain of custody procedures] to a contract laboratory for resulting. Specimens will be collected during the employee's normal working hours.
- 4.13.4 A refusal to consent to drug and alcohol testing, or to consent to release results to Bayhealth, will constitute grounds for termination.
- 4.13.5 Employees who fail such tests are subject to discipline, up to and including termination, as noted within this policy.
- 4.14 Voluntary Disclosure and Referral to the Employee Assistance Program
  - 4.14.1 An employee who voluntarily discloses drug and/or alcohol dependence to a supervisor or Human Resources, and asks for assistance upon their own volition, will be referred to the Bayhealth Employee Assistance Program for assessment and referral and/or voluntary treatment options offered by licensing bodies.
  - 4.14.2 Employees may request assistance directly from the Employee Assistance Program and such will remain confidential.
  - 4.14.3 If voluntary disclosure is made to a supervisor and/or Human Resources, independent from any allegations of misconduct or investigation, Bayhealth will not pursue any form of discipline or corrective action. This practice will only be followed one time during an employee's entire career at Bayhealth.
  - 4.14.4 In the event that the referring agency recommends a formal rehabilitation program, the employee will be permitted to apply for a leave of absence or family medical leave (if eligible).
  - 4.14.5 Upon returning to employment at Bayhealth, the employee must furnish a Fit for Duty release from their provider and Occupational Health.
  - 4.14.6 All healthcare costs, with the exception of the Employee Assistance Program, will be the employee's responsibility.
- 4.15 Mandatory Referral to the Employee Assistance Program
  - 4.15.1 Employees referred for reasonable suspicion or random drug and/or alcohol testing which confirms the presence of alcohol and/or controlled substances (illicit or legal drugs without a prescription), may be referred to the Employee Assistance

Program rather than processing the employee for termination. Such a decision will be left to the discretion of the Division Vice President/Senior Vice President, in consultation with the Vice President of Human Resources, after considering the facts of the case, the type of position held by the employee, and the employee's employment record with Bayhealth.

- 4.15.2 In the event of a referral, the employee will be informed that such a referral is mandatory requiring that, as a condition of continued employment, the employee attend sessions and follow the treatment plan (if applicable) as directed by the referral agency.
- 4.15.3 The employee is subject to corrective action for the infraction(s) committed, up to and including suspension/final written warning.
- 4.15.4 Upon completion of the treatment plan, the employee must be released to return to work by the healthcare provider overseeing treatment as well as Occupational Health. Moreover, the employee will be required to consent to drug and alcohol testing with satisfactory results before being permitted to return to work.
- 4.15.5 All healthcare costs, with the exception of the Employee Assistance Program, will be the employee's responsibility.
- 4.15.6 Employees recommended to return to work will be required to agree to a "Last Chance Agreement" (LCA) as a condition of continued employment. The Human Resources department will craft the LCA. A copy of the LCA will be filed in the employee's personnel file and in the employee's drug screen record. At minimum, the LCA will contain the following statements:
  - 4.15.6.1 A clear statement indicating that Bayhealth has grounds to terminate employment at the present time but is agreeing to forego that right in exchange for the employee's commitment to abide by the terms of the LCA.
  - 4.15.6.2 A statement describing the employee's misconduct which constituted grounds for dismissal.
  - 4.15.6.3 The requirement that the employee comply with the treatment plan recommended by his/her healthcare provider.
  - 4.15.6.4 State that the employee has the responsibility to inform Occupational Health of any prescribed controlled substances.
  - 4.15.6.5 Plainly state that improved performance must be continued and sustained and that any violation of terms of the LCA will result in immediate termination.
  - 4.15.6.6 Make it clear that the employee is required to comply with all standards of performance.
  - 4.15.6.7 Include a statement regarding any modifications of scheduling as a condition of continued employment.

4.15.6.8 Comprehensive instructions regarding the requirement for unannounced follow-up substance abuse testing; include a statement which clearly states that follow-up unannounced drug and alcohol testing is a condition of continued employment. Clearly state that from the time notified to appearance for testing must not exceed two (2) hours.

4.15.6.9 A clear statement that breach of any of the conditions contained within the agreement will be grounds for immediate termination.

4.15.6.10 Establish the term of the LCA—no longer than two (2) years.

#### 4.16 Reporting Requirements

4.16.1 When substantial evidence exists that an employee diverted, stole, or sold controlled substances owned by Bayhealth, such activity will be reported by Risk Management to the Office of Narcotics and Dangerous Drugs as set forth by State Statute.

4.16.2 When substantial evidence exists that an employee licensed by the State of Delaware to practice in a specific vocation has been classified as impaired while on duty because of the use or abuse of alcohol and/or drugs, the responsible executive will file a complaint with the appropriate State Board of Practice.

#### 5 References:

5.1 None

#### 6 Exhibits

6.1 None

## Family and Medical Leave

### 1. General Provisions

- 1.1. Bayhealth grants up to 12 weeks of family and medical leave during a rolling 12-month period to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA) as well as up to 26 weeks of leave to care for an ill or injured service member or veteran or for another qualifying exigency. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.
- 1.2. A rolling 12-month period, measured backward from the date the leave will begin, will be used to calculate the amount of leave available to an employee.

### 2. Eligibility

- 2.1. To qualify for FMLA leave, the employee must meet all of the following conditions:
  - 2.1.1. Employed by Bayhealth for a total of 12 months.
  - 2.1.2. Worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. Only hours *worked* during the 12 months prior to the date leave is to begin are included; hours used for vacation, sick leave, bereavement leave, etc. are excluded. The determination of whether the employee has worked 1,250 hours in the past 12 months and has been employed for at least 12 months is made as of the date the FMLA leave is to start.

### 3. Qualified Events

- 3.1. To qualify as FMLA leave under this policy, the leave must be for one of the reasons listed below:
  - 3.1.1. The birth of an employee's child, and to care for the newborn child;
  - 3.1.2. The placement of a child with the employee for adoption or foster care;
  - 3.1.3. Care of a family member (spouse, dependent child or parent, but not parent-in-law) with a serious health condition;
  - 3.1.4. The serious health condition (described below) of the employee which renders the employee unable to perform the functions of his/her position;
  - 3.1.5. Any qualifying exigency arising out of the fact that the employee's spouse, child or parent is on active duty (or has been notified of an impending call to order to active duty) in support of a contingency operation; or

- 3.1.6. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

#### 4. Definitions

- 4.1. A "*serious health condition*" is an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a healthcare provider:
  - 4.1.1. *Inpatient care*: an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity which results in inability to work, attend school or perform other regular daily activities due to the serious health condition, or treatment for or recovery from the serious health condition, or any subsequent treatment in connection with this inpatient care; or
  - 4.1.2. *Continuing treatment by a healthcare provider*: a serious health condition involving continuing treatment by a healthcare provider includes any one or more of the following:
    - 4.1.2.1 *Incapacity and treatment*. A period of incapacity of more than 3 consecutive full calendar days, and any later treatment or period of incapacity related to the same condition, that also involves: (i) two or more treatments within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a healthcare provider, by a nurse under a healthcare provider's direct supervision, or by a provider of healthcare services under orders of or on referral by, a healthcare provider; or (ii) treatment by a healthcare provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the healthcare provider.
    - 4.1.2.2 The requirements under (i) and (ii) above regarding treatment by a healthcare provider means an in-person visit to a healthcare provider. The first (or only) in-person treatment visit must take place within 7 days of the first day of incapacity.
    - 4.1.2.3 A regimen of continuing treatment that includes taking of over-the-counter medications, or bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a healthcare provider, is not sufficient for purpose of FMLA leave.
- 4.2. *Pregnancy or prenatal care*. Any period of incapacity because of pregnancy, childbirth, or for prenatal care.
- 4.3. *Chronic conditions*. Any period of incapacity or treatment for an incapacity due to a chronic serious condition which:

- 4.3.1. requires periodic visits (at least twice a year) for treatment by a healthcare provider;
- 4.3.2. continues over an extended time period, including recurring episodes of a single underlying condition; and
- 4.3.3. may cause episodic periods rather than one continuing period of incapacity (examples include asthma, diabetes, epilepsy, migraine headaches, etc.).
- 4.4. *Permanent or long-term conditions.* A period of incapacity which is permanent or long-term because of a condition for which treatment may not be effective (examples include Alzheimer's, a severe stroke, or the terminal stages of cancer). The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a healthcare provider.
- 4.5. *Conditions requiring multiple treatments.* Any period of absence to receive multiple treatments (and any period of recovery from those treatments), by a healthcare provider or by a provider of healthcare services under orders of, or on referral by, a healthcare provider, either for restorative surgery after an accident or other injury, or for a condition that would likely cause a period of incapacity of more than 3 consecutive days if there were no medical intervention or treatment (examples include chemotherapy, radiation, etc. for cancer; physical therapy for severe arthritis; and dialysis for kidney disease).
- 4.6. Dental appointments, eye exams and similar routine procedures are not considered serious health conditions. Ordinarily, minor health problems such as the common cold, flu, earaches, upset stomachs, headaches (other than migraine), and routine cosmetic surgery are not considered as "serious health conditions" for FMLA purposes unless complications arise. FMLA leave is available for treatment for substance abuse (provided the employee otherwise meets the conditions for a "serious health condition"), but not for absences due to drug/alcohol use or time off to recover from drug/alcohol use.

## 5. Types of Leave

- 5.1. An employee may be eligible to take FMLA on a continuous basis.
- 5.2. Intermittent FMLA is available to an employee if the need is certified by a healthcare provider as medically necessary. "Intermittent" means taking time off for a qualifying reason in shorter increments than a continuous leave of absence.
- 5.3. A reduced or modified work schedule is also available to an employee if the need is certified by a healthcare provider as medically necessary.
- 5.4. The employee will coordinate with their department leader regarding any request for a reduced work schedule and/or intermittent leave.

- 5.5. When scheduling appointments related to intermittent leave, employees are required to use their best efforts to schedule appointments at such times that will not unreasonably disrupt the department.
6. Employee Status and Benefits during Leave
  - 6.1. While an employee is on leave, Bayhealth will continue the employee's health benefits at the same level and under the same conditions as if the employee had continued to work. However, any employee on FMLA leave must timely pay his/her portion of the premiums to retain group insurance coverage during the absence.
  - 6.2. If an employee does not timely pay his/her portion of benefits premiums for more than 4 pay periods, all benefits coverage will cease.
  - 6.3. When an employee fails to return to work (other than when it is due to the continuation of the serious health condition or other circumstances beyond the employee's control), unpaid premiums paid by Bayhealth are considered a debt owed by the non-returning employee. Bayhealth may recover the costs through deduction from any sums due to the employee (e.g., unpaid wages, paid time off, bonuses, etc.), in accordance with applicable federal and state laws. Alternatively, Bayhealth may initiate legal action against the employee to recover such costs.
  - 6.4. Employees will not accrue Paid Time Off (PTO) or Extended Sick (EXS) hours during unpaid FMLA leaves. Accruals will begin upon return to active employment.
7. Coordination with Other Leaves
  - 7.1. FMLA leave shall be coordinated with leaves granted under other Bayhealth policies and run concurrently. For example, if an employee has 2 weeks of PTO/EXS available, the employee must use the paid PTO/EXS which will run concurrently with the FMLA leave, i.e., if the employee takes 12 weeks of FMLA leave, the first 2 weeks will be paid by way of the available PTO/EXS and the remaining 10 weeks will be unpaid. For the duration of the paid leave, the usual authorized deductions from the employee's pay will be made.
  - 7.2. If an employee is eligible for disability leave or workers' compensation, the employee must take the disability leave or workers' compensation and such leave will also count as part or all of the 12 weeks of FMLA leave. If the employee is receiving pay through Bayhealth's short term disability plan (STD), the employee is not permitted to use PTO or EXS while receiving these payments; employees are required to use PTO/EXS during the elimination period.
8. Employment During FMLA Leave
  - 8.1. Generally, an employee may not work for any other employer during FMLA leave. Violation of this policy will be deemed a falsification of the

reason for leave, and subject to disciplinary action up to and including termination.

9. Duration of Leave

9.1. FMLA leave is limited to a total of 12 weeks within each rolling 12-month period even if an employee experiences more than one qualifying event per rolling 12-month period. Eligible employees are entitled to 26 weeks of leave to care for a military member with a qualifying serious health condition. See Section 10 below.

10. Military FMLA Leave

10.1. *Qualifying Exigency Leave.* Eligible employees may take FMLA leave while the employee's spouse, child, or parent (the "military member") is on covered active duty or call to order to active duty status a qualifying exigency.

10.1.1. A "*qualifying exigency*" arising out of the fact that the spouse, child or parent of the employee is on active duty (or has been notified of an impending call to order to active duty) in the Armed Forces in support of a contingency operation means: short notice deployment, military events and related activities, childcare and school activities related to the deployment or active duty, financial and legal arrangements, counseling, rest and recuperation for up to fifteen (15) calendar days for each instance of the covered Service member's leave, post-deployment activities, care or arranging for care for the Service member's parent who is incapable of self-care, and additional activities which arise out of the military member's covered active duty or call to covered active duty status provided that Bayhealth and the employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

10.1.2. A "*military member*" means the employee's spouse, son, daughter or parent on active duty or call to active duty status.

10.1.3. "*Covered active duty*" means: (1) for members of the regular Armed Forces, duty during deployment to a foreign country; or (2) for members of the National Guard and reserves, duty during deployment to a foreign country under a call to order to active duty in support of a contingency operation."

10.2. Leave to Care for Covered Service Member with Serious Injury or Illness

10.2.1. Eligible employees may take up to a total of 26 weeks of leave during a single 12-month period to care for a spouse, child, parent or next of kin who is a covered service member or a covered veteran.

10.2.2. A covered service member means: a current member of the Armed Forces, including a member of the National Guard or

Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness. Covered veteran means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

- 10.2.3. A “*serious injury or illness*” means: In the case of a current member of the Armed Forces, an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating. In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces).
- 10.2.4. “*Next of kin of a covered service member*” means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered service member, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his/her nearest blood relative for purposes of military caregiver leave under the FMLA.
- 10.2.5. The 12-month period begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible employee does not take all of his/her 26 work weeks of leave entitled, it is forfeited. If an employee takes FMLA leave for reasons other than care for a covered service member during the 12-month period, that leave cannot exceed 12 weeks and the total of the leaves combined cannot exceed 26 weeks.
- 10.2.6. When leave is taken to care for a covered service member with a serious injury or illness, an employer may require an employee to obtain a certification completed by an authorized healthcare provider of the covered service member.

- 10.2.7. Bayhealth may seek authentication and/or clarification of the certification as well as obtain second and third opinions under certain circumstances as permitted by the regulations. Bayhealth will require an employee to provide confirmation of covered family relationship to the seriously injured or ill service member.
- 10.2.8. When Bayhealth requests medical certification, an employee will not be held liable for administrative delays in the issuance of military documents, despite the employee's diligent, good-faith efforts to obtain such documents. However, in all instances in which certification is requested, it is the employee's responsibility to provide Bayhealth with complete and sufficient certification, and failure to do so may result in the denial of FMLA leave.

11. Request for Leave/Certification of the Serious Health Condition

- 11.1. An employee requesting leave under this policy shall submit a claim through Bayhealth's Third Party Administrator accompanied by a completed Certification of Healthcare Provider form. These forms must be completed and returned to the Third Party Administrator at least 30 calendar days before taking leave, or within 15 calendar days following an emergency.
- 11.2. Employees may be required to undergo an examination by a second medical provider designated by Bayhealth. If the first and second opinions differ, Bayhealth may require the binding opinion of a third healthcare provider, approved jointly by Bayhealth and the employee.
- 11.3. Bayhealth reserves the right to require periodic medical updates. Furthermore, Bayhealth also reserves the right to require recertification no more than once every 30 days or as provided for by law. The employee must provide the recertification within 15 calendar days after Bayhealth requests it.
- 11.4. If the employee's healthcare provider fails to cooperate by completing the Certification of Healthcare Provider form, or fails to complete the form on a timely basis, the employee is expected to find a healthcare provider who will meet the deadline. If the employee does not provide the Certification of Healthcare Provider form, Bayhealth may refuse to designate or may remove its conditional designation of the leave as FMLA leave.

12. Procedure for Requesting Leave

- 12.1. When an employee plans to take leave under this policy, the employee must give Bayhealth 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable.
- 12.2. If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, failure to provide timely certification could result in Bayhealth delaying the leave until the certification is provided.

- 12.3. An employee giving notice of the need for FMLA leave must explain the reasons for the needed leave so as to allow Bayhealth to determine whether the leave qualifies. If the employee fails to explain the reasons, leave may be denied. In giving appropriate notice, the employee must explain whether:
- 12.3.1.1 a condition renders the employee unable to perform the functions of the job;
  - 12.3.1.2 the employee is pregnant or has been hospitalized overnight;
  - 12.3.1.3 the employee or the employee's family member is under the continuing care of a healthcare provider;
  - 12.3.1.4 the leave is due to a qualifying exigency, that a military member is on active duty or call to active duty status, and that the requested leave is for one of the reasons listed above; or
  - 12.3.1.5 the leave is for a family member, that the condition renders the family member unable to perform daily activities, or the family member is a covered service member with a serious injury or illness.
- 12.3.2. The employee is also required to state the anticipated duration of the leave, if known.
- 12.3.3. Employees are required to abide by Bayhealth's call off procedures contained in Bayhealth's policies and procedures. If an employee fails to call off of work under Bayhealth's procedures, and no unusual circumstances justify the failure to comply, FMLA-protected leave may be delayed or denied.
- 12.3.4. If an employee is to undergo planned medical treatment, the employee must make a reasonable effort to schedule the treatment in order to minimize disruptions to Bayhealth's operations.
- 12.3.5. When an employee seeks leave due to a FMLA-qualifying reason, the employee must specifically reference the qualifying reason or need for the FMLA leave. Employees have an obligation to respond to Bayhealth's and the Third Party Administrator's questions about whether an absence is potentially FMLA-qualifying.
- 12.3.6. Calling in "sick" without providing more information will not be considered sufficient notice to trigger Bayhealth's obligations under the FMLA. Failure to respond to reasonable inquiries regarding the leave request may result in denial of FMLA protection if Bayhealth is unable to determine whether the leave is FMLA-qualifying.

13. Return to Work After Leave

- 13.1. When an employee returns to active employment, he/she shall return to the same or an equivalent position with equivalent employee benefits and compensation and other conditions of employment. "*Equivalent*" means substantially the same but not exactly equal.
- 13.2. If the employee was ill, injured or incapacitated for 5 or more calendar days (includes working and non-working days), the employee must present written certification from the healthcare provider indicating that the employee is able to return to work (excludes uncomplicated pregnancies). Employees are also required to be evaluated by Bayhealth's Occupational Health facility to determine whether the employee is cleared to return to work. Employees cannot return to work unless cleared by Occupational Health.
- 13.3. If restrictions are indicated by Occupational Health, the employee will be referred to Human Resources for further accommodation consideration.
- 13.4. "Key Employee" Exception: If the employee on leave is a salaried employee and is among the highest paid 10% of all Bayhealth employees within 75 miles of the employee's worksite, and keeping the job open for the employee would result in substantial economic injury to Bayhealth, leave is provided, but reinstatement can be denied; or restoration may be delayed if the employee fails to provide a Fit for Duty certification to return to work. If restoration of the "key employee" to employment will cause substantial and grievous economic injury to Bayhealth, the employee will be given a reasonable time in which to return to work.

14. Administration:

- 14.1. Bayhealth reserves the right to modify, revoke, suspend, terminate, or change this policy in whole or in part, at any time, with or without notice to employees except as required by applicable statutory law.

 640 So. State St. Dover, De 19901 7-03-17 Standard Precautions	<b>TITLE</b>		<b>POLICY NO.</b>			
	<b>Military Leave of Absence</b>		<b>B9065.50</b>			
	<b>ORIGINATING DEPARTMENT</b>	<b>REPLACES PREVIOUS POLICY #</b>	<b>EFFECTIVE DATE THIS REVISION: Date of Administrator's Approval</b>			
	<b>Human Resources</b>		<b>Sept. 4, 2018</b>			
<table border="1"> <tr> <td>YES</td> <td>X</td> <td>NO</td> </tr> </table>	YES	X	NO	FOR USE WITH ALL BAYHEALTH POLICIES		Effective on date of Administration's approval
YES	X	NO				

NEW	REVISED	X	REVIEWED ONLY – NO CHANGES (ENTER DATE REVIEWED BY DEPT.)				
			REVIEW CYCLE "X"	ANNUAL	2 YEAR	3 YEAR	X

<b>Responsible Party/ext</b> <i>(Contact Person on file with C360)</i>	<b>Forms / Attachments</b> List all forms/attachments below including number and name assigned to each document.
Renee Hobayan, x7425	
<b>APPLICABLE STANDARDS *** (Required Information)</b>	
<b>Joint Commission (JC)</b> List Chapter, Standard & EP	N/A
<b>National Pt. Safety Goals</b> List Goal No. & Suffix	N/A
<b>CMS</b>	N/A
OTHER: N/A	

<b>APPROVING COMMITTEES / DATES:</b> <i>(place date approved below name of committee)</i>				
PPC Council	Infection Prevention	Med. Exec.	P & T	Critical Care

Others:

~ **EDUCATION REQUIRED** ~ Contact the Education Department to determine if either is required. If yes, Director of Education must approve policy and their Name/Title be listed as last approver under Approval Team Members

<b>SKILL VALIDATION REQUIRED</b>	YES	x	NO	<i>Yes or No MUST be checked on both boxes to prevent policy being returned</i>
<b>DIDACTIC/EDUCATION REQUIRED</b>	YES	x	NO	

**APPROVAL TEAM MEMBERS**  
List the approval team member/proxy *(with their official title)* in the order in which they should be approving this policy.


**ADMINISTRATION APPROVAL TEAM MEMBERS**  
Place an "X" in the box next to the Administrators included on the approval route **(DO NOT ALTER OR REMOVE NAMES)**

	Brad Kirkes, VP/ Ancillary and Clinical Services	X	Gary Siegelman, M.D. Senior VP / Chief Medical Officer
	Mike Metzging, VP/Corporate Support Services		Michael J. Tretina, CPA, MBA, FHFMA, FACHE, Sr. VP/CFO
	Eric Gloss, D. O. VP / Medical Affairs		Richard Mohnk VP/ Chief Information Officer
	Pam Marecki AVP Marketing Communications	X	Michael Ashton, VP of Operations and Hospital Administrator, MMH
X	Shana Ross, VP/Human Resources		John Van Gorp Sr. VP/Strategic Planning & Business Dev.
X	Brenda Kay Blain, DNP, RN-BC, FACHE, NEA-BC, Senior VP/Chief Nursing Executive	X	<b>Deborah Watson Sr. VP. /Chief Operating Officer</b>
	Lindsay Rhodenbaugh, Sr. VP, Chief Development Officer for Bayhealth Foundation	X	<b>Terry Murphy President/CEO</b>

*Policies become effective upon completion of electronic approval route for all designated Approval Team Members*

## **PURPOSE:**

Bayhealth recognizes the sacrifices and patriotism of those employees who have elected to serve in the Uniformed Services of the United States and any State National Guard. In so doing, this Military Leave of Absence policy establishes leave eligibility requirements, notification responsibilities, Bayhealth responsibility for providing salary differential and employee health benefit continuation, reemployment rights, and reporting instructions in accordance with federal and state law.

### **1. POLICY**

- 1.1 Bayhealth extends an unpaid military leave of absence to employees who are serving in the Uniformed Services of the Department of Defense and/or any State National Guard for a cumulative period (with some limited exceptions) not to exceed five years.
- 1.2 Employees returning to Bayhealth within the permissible period shall be guaranteed reemployment rights subject to established statutory exceptions.
- 1.3 All involuntary service, Reserve component training, and certain other categories shall not count toward the five-year limit, in accordance with 38 U.S.C., 4312 (c).

### **2. AREAS INVOLVED**

- 2.1 All Departments
- 2.2 Bayhealth Emergency Physicians

### **3. GOVERNING DIRECTIVES**

- 3.1 38 U.S.C. Chapter 43, §§4301-4333, Uniformed Services Employment and Reemployment Rights Act of 1994
- 3.2 20 Del. Code, Chapter 9, §905, Leaves of Absence for Members of Reserve on Temporary Active Duty.

### **4. FORMS INVOLVED**

- 4.1 DD214
- 4.2 Leave and Earnings Statements
- 4.3 Military orders

### **5. LEAVE ELIGIBILITY**

- 5.1 All full-time, part-time, and relief/per diem employees engaged in service with the Uniformed Services of the United States to include Active Duty, Reserve Components of the Uniformed Services, The Public Health Service, and National Guard duty.
- 5.2 Employees who serve in any State National Guard component are eligible for a military leave of absence when engaged in service either to the United States or service to the State National Guard component in which they are a member.

### 5.3 Categories of Service

5.3.1 Active Duty: An employee who either volunteers or is involuntarily called by a component of military service, to include the State National Guard, to perform full-time duty for the respective military service in support of the United States.

5.3.2 Annual Training: A finite period of training (usually two weeks) whereby a service member is required to undergo service training in support of their Reserve/National Guard military service component.

5.3.3 Inactive Duty Training: Commonly referred to as “weekend drills” requiring a service member to engage in training, under normal circumstances, for one weekend per month in support of their Reserve/National Guard military component.

5.3.4 Additional Training Requirements: Training requirements directed by the Service Secretary or Governor which is deemed necessary for the professional development of the service member.

### 6. **ADVANCE NOTICE REQUIREMENTS:**

6.1 If foreseeable, employees will provide either written or verbal notification of impending military service to their Department Manager/Director. Employees are also required to contact Bayhealth’s Disability and Leave Third Party Administrator and furnish them with supporting documentation as part of their military leave process.

6.2 No notice is required under the following circumstances:

6.2.1 Military necessity prevents the provision of notice; or

6.2.2 The giving of notice is impossible or unreasonable, e.g., short-notice deployment.

### 7. **HUMAN RESOURCES NOTICE REQUIREMENTS:**

7.1 Upon notification that an employee will engage in military service for other than weekend drill requirements, the Department Manager/Director will notify Human Resources and complete a Personnel Action Request (PAR).

### 8. **REEMPLOYMENT RIGHTS**

8.1 Reemployment at Bayhealth Medical Center will be prompt (See §9.1) unless the following disqualifying factors exist:

8.1.1 The cumulative length of service exceeds five years (unless specific exceptions exist);

8.1.2 Characterization of service is disqualifying.

8.1.2.1 Dishonorable or Bad Conduct Discharge, or

8.1.2.2 Separation from the service component under other than honorable conditions, or

8.1.2.3 Dismissal of a Commissioned Officer.

8.2 With few exceptions, after completion of the service commitment, employees will be returned to the position the employee would have held

had the employee remained continuously employed, or in the position the employee held at the time of their commencement of military service.

- 8.2.1 Employee shall be returned at a rate of pay he/she would have been due, but for the requirement of military service.
  - 8.2.1.1 If during the leave of absence the employee would have been assessed for a performance merit increase, the Department Manager/Director will apply the same merit increase as earned during the previous evaluation period.
  - 8.2.1.2 If there is no previous evaluation from which to compare, the Department Manager/Director will assess performance as “successful performance” and will apply the requisite merit increase.
- 8.2.2 Employees on a military leave of absence shall be considered for career ladder promotions as if the employee was present in the workplace. If the employee meets the qualifications for the promotion, and would have been promoted, but for their military service, the promotion shall be executed.
- 8.2.3 In the event that an employee suffers a disability connected to their military service, Bayhealth shall make every effort to provide temporary assistance so that the employee may perform the essential functions of the position which they left, or would have held, but for military service.
  - 8.2.3.1 In the case of permanent disqualification from a specific job or classification, Bayhealth shall offer employment in a position which most nearly approximates the employee’s seniority, status, and pay.
  - 8.2.3.2 If accommodating the employee would cause “undue hardship” to Bayhealth (expense or feasibility), Bayhealth is excused from reemploying the individual.

9. **EMPLOYEE REPORTING REQUIREMENTS**

- 9.1 When returning from a military service commitment, employees must return to the Human Resources Department within a prescribed period of time determined upon the length of military service. Reporting time parameters may be extended for exceptions illustrated in the relevant statute(s).
  - 9.1.1 Service of 1-30 Days: Employee will report to Bayhealth on the next weekday following the completion of military service. Completion of military service shall be defined as return to home of residence after which the employee has eight hours of uninterrupted rest.
  - 9.1.2 Service of 31-180 Days: Employee will report to Bayhealth no later than 14 days following the completion of military service.
  - 9.1.3 Service of 181 or more Days: Employee will report to Bayhealth no later than 90 days following the completion of military service.
- 9.2 An employee returning to duty at Bayhealth is required to provide the following documentation if the period of service exceeds thirty (30) days.<sup>83</sup>

- 9.2.1 A report of service duration (military orders) to determine the actual period of military service, and
- 9.2.2 Statement of service to determine characterization of service (letter from organizational commander or DD214).
- 9.2.3 In the event that such documentation is not available at the time of return, the employee must be reemployed and efforts made to obtain the information, i.e., Human Resources contacting the unit of assignment.

10. **BAYHEALTH BENEFITS**

10.1 **Benefits**

- 10.1.1 Bayhealth will continue an employee's benefits for a period of 16 weeks following commencement of military service for greater than 30 days; during the 16 week period, an employee may continue both employee and dependent coverage provided they continue to pay their required employee contributions. Benefits will be terminated for employees who fall four (4) pay periods behind in making their payments towards continued benefits. Employees should send a check directly to Human Resources for their portion of their benefits they must pay; checks made payable to Bayhealth Medical Center.
- 10.1.2 For absences due to military service which exceed 16 weeks, employees will be provided the option of health continuation benefits under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
- 10.1.3 Upon return to duty at Bayhealth, an employee's benefits shall be reinstated as of the date of return without any exclusion or waiting period if health benefits would have continued, but for the military service requirement. An exception to this clause shall exist if the employee suffered a disability deemed to have been service connected by the U.S. Department of Veterans Affairs.

10.2 **Salary Differential**

- 10.2.1 Bayhealth will provide a salary differential for up to 16 weeks for employees engaged in military service (excluding training or drill) who experience a decrease in wages resulting from military service.
- 10.2.2 For purpose of calculation, the Bayhealth salary will consist of hourly/annual rate of pay. Bonuses, shift differentials and/or overtime shall not be considered.
- 10.2.3 For purpose of calculation, military pay will consist of basic pay, basic allowance for housing, basic allowance for subsistence, combat/hazardous duty pay, and all other allowances provided. Copies of the service member's Leave and Earnings Statements (LES) for the military leave of absence period are required.

10.3 **Paid-time-Off**

- 10.3.1 Employees will be permitted, but not required, to use any accrued Paid Time Off (PTO) during periods of military service. It is the employee's responsibility to notify their Department

Manager/Director if they wish to use their PTO before military service begins. .

10.4 Pension Plan/Defined Contribution Plan:

10.4.1 A reemployed service member will be treated as not having a break in service at Bayhealth during the period of military service.

10.4.2 Military service will be considered service with Bayhealth for purposes of vesting and pension calculations.

10.4.3 For purposes of defined contribution plans, the returning employee may repay contributions over three times the period of military service, or 5 years, whichever is shorter.

11. **PROTECTION FROM DISCRIMINATION AND/OR DISCHARGE**

11.1 Employment discrimination because of past, present, or future military obligations is expressly prohibited. In the event that such behavior occurs, the violator(s) shall be subject to disciplinary action up to and including termination of employment.

11.2 Protection from Discharge: A reemployed employee may not be discharged without cause for the periods indicated below:

11.2.1 For service members returning to Bayhealth after 31-180 days of service, such employees shall not be discharged, without just cause, for 180 days following the date of reemployment.

11.2.2 For service members returning after more than 180 days of service, such employees shall not be discharged, without cause, for one year following the date of reemployment.

12. **CHANGE IN BAYHEALTH BUSINESS FUNCTIONS**

12.1 Bayhealth is not obligated to either reemploy a returning service member, or to retain a service member for the minimum required period of time in the event that Bayhealth business functions change so dramatically that it would be impossible or unreasonable to do so, i.e., closure of facilities or reduction in force.

12.2 When invoking such an exception, personnel actions will be fair and equitable without regard to any connection with an individual's past, present, and/or future military service.

12.3 In the event that a layoff adversely affects a Bayhealth employee either after notifying Bayhealth of impending military service or during military service, and that such a layoff is not incident to military service, the employee shall be placed in a layoff status.

 640 So. State St. Dover, De 19901 <b>7-03-17</b> <b>Standard Precautions</b>	<b>TITLE</b>		<b>POLICY NO.</b>
	<b>Non-Discrimination Policy</b>		<b>B9090.05</b>
	<b>ORIGINATING DEPARTMENT</b>	<b>REPLACES PREVIOUS POLICY #</b>	<b>EFFECTIVE DATE THIS REVISION:</b> <i>Date of Administrator's Approval</i>
<b>Risk Management</b>			<b>April 10, 2019</b>
<b>YES</b>	<b>X</b>	<b>NO</b>	<b>FOR USE WITH ALL BAYHEALTH POLICIES</b> <span style="float: right;"><b>Effective on date of Administration's approval</b></span>

<b>NEW</b>	<b>REVISED</b>	<b>X</b>	<b>REVIEWED ONLY – NO CHANGES (ENTER DATE REVIEWED BY DEPT.)</b>			
			<b>REVIEW CYCLE "X"</b>	<b>ANNUAL</b>	<b>2 YEAR</b>	<b>3 YEAR</b>
						<b>X</b>

<b>Responsible Party/ext</b> <i>(Contact Person on file with C360)</i>	<b>Forms / Attachments</b> List all forms/attachments below including number and name assigned to each document.
Cheryl Rogers Ext. 6437	
<b>APPLICABLE STANDARDS *** (Required Information)</b>	
<b>Joint Commission (JC)</b> List Chapter, Standard & EP	RI.01.01.01 EP 29
<b>National Pt. Safety Goals</b> List Goal No. & Suffix	
<b>CMS</b>	
<b>OTHER: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975</b>	

<b>APPROVING COMMITTEES / DATES:</b> <i>(place date approved below name of committee)</i>				
<b>PPC Council</b>	<b>Infection Prevention</b>	<b>Med. Exec.</b>	<b>P &amp; T</b>	<b>Critical Care</b>

Others:

~ **EDUCATION REQUIRED** ~ Contact the Education Department to determine if either is required. If yes, Director of Education must approve policy and their Name/Title be listed as last approver under Approval Team Members

<b>SKILL VALIDATION REQUIRED</b>	<b>YES</b>	<b>X</b>	<b>NO</b>	<i>Yes or No MUST be checked on both boxes to prevent policy being returned</i>
<b>DIDACTIC/EDUCATION REQUIRED</b>	<b>X</b>	<b>YES</b>	<b>NO</b>	

**APPROVAL TEAM MEMBERS**

List the approval team member/proxy *(with their official title)* in the order in which they should be approving this policy.

JoAnn Davis, JD, Director of Risk Management and Legal Services
Angeline Dewey MSN, RN, APRN, ACNS-BC, CCRN, CNRN, Director Education

**ADMINISTRATION APPROVAL TEAM MEMBERS**

Place an "X" in the box next to the Administrators included on the approval route **(DO NOT ALTER OR REMOVE NAMES)**

<input type="checkbox"/>	Brad Kirkes, VP/ Ancillary and Clinical Services	<input type="checkbox"/>	Gary Siegelman, M.D. Senior VP / Chief Medical Officer
<input type="checkbox"/>	Mike Metzger, VP/Corporate Support Services	<input type="checkbox"/>	Michael J. Tretina, CPA, MBA, FHFMA, FACHE, Sr. VP/CFO
<input type="checkbox"/>	Eric Gloss, D. O. VP / Medical Affairs	<input type="checkbox"/>	Richard Mohnk VP/ Chief Information Officer
<input type="checkbox"/>	Pam Marecki AVP Marketing Communications	<input type="checkbox"/>	Michael Ashton, VP of Operations and Hospital Administrator, MMH
<input type="checkbox"/>	Shana Ross, VP/Human Resources	<input type="checkbox"/>	John Van Gorp Sr. VP/Strategic Planning & Business Dev.
<input type="checkbox"/>	Brenda Kay Blain, DNP, RN-BC, FACHE, NEA-BC, Senior VP/Chief Nursing Executive	<input type="checkbox"/>	<b>Deborah Watson</b> <b>Sr. VP. /Chief Operating Officer</b>
<input type="checkbox"/>	Lindsay Rhodenbaugh, Sr. VP, Chief Development Officer for Bayhealth Foundation	<b>X</b>	<b>Terry Murphy</b> <b>President/CEO</b>

Revision Information: Update campus names

### **Policy Statement**

As a recipient of federal financial assistance, Bayhealth does not exclude, deny benefits to, or otherwise discriminate against any person based on age, race, ethnicity, religion, culture, language, physical or mental disability, socioeconomic status, sex, sexual orientation, and gender identity or expression in admission to, participation in, or receipt of the services and benefits under any of its programs and activities, whether carried out by Bayhealth directly or through a contractor or any other entity with which Bayhealth arranges to carry out its programs and activities.

This statement is in accordance with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the age Discrimination Act of 1975, and Regulations of the U.S. Department of Health and Human Services issued pursuant to these statutes at Title 45 Code of Federal Regulations Parts 80, 84, and 91, and the Joint Commission's standard on discrimination, RI.01.01.01, EP 29.

In case of questions, please contact:

Bayhealth Medical Center

Jo Ann Davis

(302)-744-7405

TDD # (Bayhealth Kent Campus)- 1-866-237-0174 (and give ID on TDD card attached to the machine.

TDD # (Bayhealth Sussex Campus)- 1-866-237-0174 (and give ID on TDD card attached to the machine

 01-27-2020 Standard Precautions	TITLE		POLICY NO.
	Personal Appearance and Dress		B9065.11
	ORIGINATING DEPARTMENT	REPLACES PREVIOUS POLICY #	EFFECTIVE DATE
	Human Resources		August 31, 2020
YES	x	NO	

NEW	REVISED	X	REVIEWED ONLY – NO CHANGES (ENTER DATE REVIEWED BY DEPT.)						
UPLOAD INTO EHR	YES	X	NO	REVIEW CYCLE "X"	ANNUAL	2 YEAR	3 YEAR	X	
REQUIRED POLICY	YES		NO						

<b>Responsible Party &amp; Ext.</b> (Contact Person for policy content)	<b>Attachments</b> List attachments below including number and name assigned to each document.
Lauren Brittingham, x6838	Appendix to Personal Appearance and Dress Policy
<b>APPLICABLE STANDARDS *** (Required Information)</b>	
<b>Joint Commission (JC)</b> List Chapter, Standard & EP	N/A
<b>National Pt. Safety Goals</b> List Goal No. & Suffix	N/A
<b>CMS</b>	N/A
OTHER: N/A	

<b>APPROVAL DATES: (IF APPLICABLE - place date approved below before sending to Policies)</b>				
P&P Committee	Infection Prevention	Med. Exec.	P & T	Critical Care
EEC	PCS Leadership Council	Education	Other:	
~ <b>EDUCATION REQUIRED</b> ~ Contact the Education Department to determine if either is required. If yes, Director of Education must approve policy and their approval date must appear above				
<b>SKILL VALIDATION REQUIRED</b>	YES	x	NO	Place an "X" in both boxes to prevent policy processing delay
<b>DIDACTIC/EDUCATION REQUIRED</b>	YES	x	NO	

APPROVAL TEAM MEMBERS			
Place an "X" in the box next to the Administrators applicable and add name of applicable Directors			
x	Lauren Brittingham Director, Organizational Development	x	Shana Ross, MSHR, MBA Vice President, Human Resources
	(Add name & title) Department Medical Director	x	Brenda Blain, DNP, RN, FACHE, NEA-BC Senior Vice President and Chief Nurse Executive
	(Add name & title) Additional Applicable Leadership		Lindsay Rhodenbaugh, D. Min Senior Vice President, Chief Development Officer and President, Bayhealth Foundation
	(Add name & title) Additional Applicable Leadership		Jonathan Kaufmann, DO Vice President, Chief Medical Information Officer
	Dina Perry, MBA Vice President, Physician Services		Gary Siegelman, MD, MSc, CPE Senior Vice President and Chief Medical Officer
	Brian Dolan Vice President, Supply Chain		Michael J. Tretina, CPA, MBA, FHFMA, FACHE, Senior Vice President/Chief Financial Officer
	Mary Finn, CPA, MBA Vice President, Finance		Rick Mohnk, MSA, MT (ASCP) Vice President, Chief Information Officer
	Brad D. Kirkes, MBA, MHA, OTR/L, CHT, FACHE Vice President, Ancillary and Clinical Services	x	Michael Ashton, FACHE Administrator, Bayhealth Sussex Campus
	Mike Metzger, Vice President, Corporate Support Services		John Van Gorp Senior Vice President, Planning & Business Development
	Vacant Vice President, Medical Affairs	x	Deborah Watson, FACHE, FACMPE Senior Vice President/Chief Operating Officer
	Pam Marecki, MS Assistant Vice President, Marketing & Communications		Terry Murphy, FACHE President and Chief Executive Officer

Policies become effective upon completion of electronic approval route for designated Approval Team Members

**Purpose Statement:**

Bayhealth employees are expected to reflect a professional image in all aspects of operation. Employees and affiliates (volunteers, contract employees, students/interns, and any other individuals working for Bayhealth in any capacity) represent the hospital and influence the opinion of our patients, visitors, customers, medical and surgical staff and other employees. This policy establishes expectations of employees and affiliates for proper dress, grooming, personal hygiene, and overall appearance.

1. Definitions:
  - 1.1 None
2. Areas Involved:
  - 2.1 Bayhealth departments
  - 2.2 Bayhealth Emergency Physicians
3. Forms:
  - 3.1 Appendix to Personal Appearance and Dress Policy
4. Procedure:
  - 4.1 General Appearance and Hygiene
    - 4.1.1 Grooming/Cosmetic/Fragrances/Clothing Condition: A well-groomed image requires clothes to be neat, clean, wrinkle-free, and in good condition. Faded and/or frayed clothing is not considered professional in appearance, regardless of fashion trends. Hair, including facial hair, will be neatly styled. Infection Prevention principles will guide decisions about hair length and style. Hair color other than your natural color (pink, green, blue, etc.) will be in good taste. The use of cosmetics, including nail polish and fragrances, will be conservative in nature. Nail polish will not be chipped. Artificial fingernails are not to be worn in patient care areas or by the high-risk indirect patient care providers who prepare products for patients including Pharmacy, Nutrition Services, and Sterile Profession Departments. Natural nails in these areas will be kept short (less than ¼ inches long). Please refer to "Department Uniform Colors and Acceptable/ Unacceptable Attire" on BayNet/Human Resources.
  - 4.2 Identification Badges and Pins
    - 4.2.1 Employees are required to wear their identification badge when on duty in order to be identified by patients and internal and external customers. The identification badge is to be easily visible, with full

name, photo, and department name visible. The badge will be worn above the waist unless determined to be a safety hazard.

- 4.2.2 Employees are prohibited from wearing any tags, buttons, stickers or other items in support of any particular cause in any work area unless issued or sponsored by Bayhealth. Service award pins and pins recognizing an employee's or affiliate member's professional licensure, certification, or registration are permitted. Employees are prohibited from covering their picture or any part of their name on their badge.
- 4.2.3 Respiratory Therapists and licensed personnel in Patient Care Services will wear title tags behind their name tags.

#### 4.3 Safety

- 4.3.1 Employees who come in contact with blood or other body fluids are required to wear Personal Protective Equipment (PPE) in accordance with Bayhealth Policy B9000.05 OSHA Exposure Control/Blood Borne Pathogens. PPE include, but are not limited to, gloves, gowns, masks and protective eyewear.
- 4.3.2 Departments may specify other safety clothing and equipment based on department operations or individual job responsibilities.
- 4.3.3 As specified by OSHA standards, employees providing direct patient care will wear shoes with enclosed toes. Shoes will be clean and in good condition.

#### 4.4 Body Piercing and Tattoos

- 4.4.1 Employees are permitted up to three (3) earrings per ear. Large holes/spacers in the ear are not permitted unless filled with flesh-colored inserts.
- 4.4.2 Visible piercings are limited to one small, unobtrusive nose stud; one small eyebrow ring; no other facial piercing. Tongue piercings are not acceptable.
- 4.4.3 Visible tattoos will be in good taste, may not be offensive, no depicting logos, slogans, nudity, violence, skulls, blood, representations associated with death, pin-ups, racial slurs, political views or profanity. Management reserves the ability to require an employee to cover a tattoo that does not meet these qualifications.

#### 4.5 Bayhealth Provided Scrubs

- 4.5.1 Hospital laundered and provided scrubs can only be worn in specified areas. Scrubs will be supplied and laundered by Bayhealth for the areas specified to wear scrubs. Scrubs will be donned in the appropriate dressing area and placed in the specified linen hamper for laundering at the end of each workday. Scrubs will be worn according to AORN guidelines. Scrubs are not to be worn off of Bayhealth owned or leased property or removed from the premises.

4.5.2 Departments/areas required to wear scrubs:

- Cath Lab, Sterile Processing, Surgical Materials, Endoscopy, Operating Rooms (including DI invasive procedure rooms) and Women's Services (Labor and Delivery) in accordance with Bayhealth Infection Prevention Standards
- The wearing of hospital laundered and provided scrubs have also been approved by Patient Care Services for Day Surgery, PACU, Postpartum and NICU.
- Any other patient care area requesting to wear scrubs will make the request to the Chief Nursing Executive (CNE) for approval.

4.5.3 Standardized scrub colors can be found on Bayhealth's intranet

4.5.4 Staff who wear scrubs or uniforms on a regular basis are permitted to wear holiday-themed scrubs or uniforms on holidays outlined below. Holiday-themed scrubs or uniforms are allowed in the 24-hour period prior to the holiday and the day of the holiday only. Costumes of any kind are prohibited.

- New Years
- Valentine's Day
- St. Patrick's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Halloween
- Thanksgiving
- December 1 – December 31 due to the multitude of holidays this month

4.6 Religious Accommodations

4.6.1 Requests for religious accommodations will be coordinated with the Human Resources Department.

5. References:

5.1 None

6. Exhibits:

6.1 None

 01-07-21 Standard Precautions	TITLE		POLICY NO.
	Sexual Harassment		B9065.36
	ORIGINATING DEPARTMENT	REPLACES PREVIOUS POLICY #	EFFECTIVE DATE
	Human Resources		September 7, 2021
YES	<input checked="" type="checkbox"/>	NO	

NEW	REVISED	REVIEWED ONLY – NO CHANGES (ENTER DATE REVIEWED BY DEPT.)							
UPLOAD INTO EHR		YES	<input checked="" type="checkbox"/>	NO	REVIEW CYCLE "X"	ANNUAL	2 YEAR	3 YEAR	<input checked="" type="checkbox"/>
REQUIRED POLICY	<input checked="" type="checkbox"/>	YES		NO					

<b>Responsible Party &amp; Ext.</b> (Contact Person for policy content) Lauren Brittingham Ext. 6838	<b>Attachments</b> List attachments below including number and name assigned to each document.
<b>APPLICABLE STANDARDS *** (Required Information)</b>	
<b>Joint Commission (JC)</b> List Chapter, Standard & EP	
<b>National Pt. Safety Goals</b> List Goal No. & Suffix	
<b>CMS</b>	
<b>OTHER:</b>	

<b>APPROVAL DATES: (IF APPLICABLE - place date approved below before sending to Policies)</b>				
<b>P&amp;P Committee</b>	<b>Infection Prevention</b>	<b>Med. Exec.</b>	<b>P &amp; T</b>	<b>Critical Care</b>
EEC	PCS Leadership Council	Education	Other:	

~ **EDUCATION REQUIRED** ~ Contact the Education Department to determine if either is required. If yes, Director of Education must approve policy and their approval date must appear above

<b>SKILL VALIDATION REQUIRED</b>		YES	<input checked="" type="checkbox"/>	NO	Place an "X" in both boxes to prevent policy processing delay
<b>DIDACTIC/EDUCATION REQUIRED</b>		YES	<input checked="" type="checkbox"/>	NO	

<b>APPROVAL TEAM MEMBERS</b>		
Place an "X" in the box next to the Administrators applicable and add name of applicable Directors		
(Add name & title) Originating Department Director	<input checked="" type="checkbox"/>	Shana Ross, MSHR, MBA Vice President, Human Resources
(Add name & title) Department Medical Director		Brenda Blain, DNP, RN, FACHE, NEA-BC Senior Vice President and Chief Nurse Executive
(Add Name & title) Additional Applicable Leadership		Lindsay Rhodenbaugh, D. Min Senior Vice President, Chief Development Officer and President, Bayhealth Foundation
John Fink, MD Vice President, Quality & Medical Affairs		Jonathan Kaufmann, DO Vice President, Chief Medical Information Officer
Laurie McGovern, MS, CHC, CPCO, CHPC Vice President, Chief Compliance Officer		Gary Siegelman, MD, MSc, CPE Senior Vice President and Chief Medical Officer
Dina Perry, MBA Vice President, Physician Services		Michael J. Tretina, CPA, MBA, FHFMA, FACHE, Senior Vice President/Chief Financial Officer
Brian Dolan, MHSA, CMRP Vice President, Resource Management		Rick Mohnk, MSA, MT (ASCP) Vice President, Chief Information Officer
Mary Finn, CPA, MBA Vice President, Finance		Michael Ashton, FACHE Administrator, Bayhealth Sussex Campus
Brad D. Kirkes, MBA, MHA, OTR/L, CHT, FACHE Vice President, Ancillary and Clinical Services		John Van Gorp Senior Vice President, Planning & Business Development
Mike Metzger, Vice President, Corporate Support Services	<input checked="" type="checkbox"/>	Deborah Watson, FACHE, FACMPE Senior Vice President/Chief Operating Officer
Kevin Snyder, MBA Vice President, Marketing & Communications		Terry Murphy, FACHE President and Chief Executive Officer

*Policies become effective upon completion of electronic approval route for all designated Approval Team Members*

Purpose Statement: This policy addresses Bayhealth's commitment to providing work environments free from sexual harassment for all Bayhealth employees and affiliate members. Bayhealth also adheres to all relevant federal and state laws and regulations regarding sexual harassment. Bayhealth strictly prohibits any and all forms of sexual harassment, including harassment based on sexual orientation. Bayhealth is committed to maintaining a positive working environment, and in so doing, will not tolerate any sexually harassing behavior on the part of employees and/or affiliate staff members. Employees who engage in sexually harassing behavior shall be subject to disciplinary action up to and including termination from employment. Bayhealth affiliate members who include, but are not limited to, physicians with hospital privileges, Board members, volunteers, interns, and/or students, who engage in sexually harassing behavior, shall be subject to appropriate sanctions as set forth by Bayhealth policies and procedures. The principles of this policy apply to independent contractors, temporary staffing personnel, and any other persons or organizations doing business for or with Bayhealth. Retaliatory action of any kind against an employee making a report of sexual harassment is strictly prohibited. Employees and/or Bayhealth affiliate members who engage in retaliatory conduct shall be subject to sanctions set forth by Bayhealth policies and procedures. Any supervisor who becomes aware of possible sexual harassment must immediately advise the Employee Relations Manager in Human Resources so an investigation may be initiated. New employees will be provided with a Delaware Sexual Harassment Notice at the time of hire. Annual Sexual Harassment Training will be mandatory for all Bayhealth employees, included as part of employees' annual mandatory education.

1. Definitions:

- 1.1 **Sexual Harassment:** Conduct between individuals of the same or opposite sex which is characterized by unwelcome and unwanted sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
- 1.1.1 Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment, i.e., a supervisor tells a subordinate that he will agree to transfer the subordinate if she engages in a sexual relationship with him;
  - 1.1.2 Submission to or rejection of the conduct by an individual is used as a basis for employment decisions affecting such individual, i.e., a supervisor makes an overture to engage in sexual relationship with a subordinate, the subordinate refuses, and is discharged the following day; or
  - 1.1.3 The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, i.e., co-workers discussing sexual activities, telling off-color jokes, engaging in unwanted/unwelcome physical contact, using crude and/or offensive language, and/or indecent gestures when all of the above are based upon the affected employee's gender.

- 1.2 **Quid Pro Quo Sexual Harassment:** Harassment which results in a tangible employment action as defined in 1.1.1 and 1.1.2 above. Such harassment may be committed only by someone who can make or effectively influence employment actions, e.g., discharge, promotion, demotion, and transfer.
- 1.3 **Hostile Work Environment Harassment:** Unwelcome conduct based upon a protected status that is severe and pervasive enough to create a work environment that a reasonable person would find hostile or abusive. Such harassment includes, but is not limited to, the examples in 1.1.3 above.
- 1.4 **Inappropriate and Unprofessional Conduct:** A phrase used for conduct which does not reach the threshold of the legal definition of sexual harassment but violates established Bayhealth policies for appropriate conduct in the workplace.

2. Areas Involved:

- 2.1 Bayhealth Departments & Facilities
- 2.2 Bayhealth Emergency Physicians
- 2.3 GME Residents

3. Forms:

- 3.1 Discrimination Complaint Form

4. Procedure:

4.1 FILING A COMPLAINT

4.1.1 Any employee who reasonably believes that a supervisor, non-supervisory employee, Bayhealth affiliate member (physicians, volunteers, student interns), or other non-employees (vendors or contractors), has engaged in sexually harassing conduct, towards themselves or another employee or affiliate member has an obligation to initiate a complaint with any one of the following:

- 4.1.1.1 Immediate Supervisor,
- 4.1.1.2 Department Manager,
- 4.1.1.3 Department Director,
- 4.1.1.4 Division Vice President,
- 4.1.1.5 Any Corporate Compliance Officer,
- 4.1.1.6 Vice President, Human Resources, or
- 4.1.1.7 Employee Relations Manager

4.1.2 All complaints should be documented using the Discrimination Complaint Form.

4.1.3 The Discrimination Complaint Form must be forwarded to the Human Resources department, using the contact information at the

bottom of the form, immediately. The Human Resources Department is responsible for investigating all complaints of discriminatory conduct and/or harassment.

- 4.1.4 All complaints will be investigated, including situations in which the complainant does not request that any disciplinary action be pursued or if the complaint is made anonymously.
- 4.1.5 A formal investigation will be initiated within twenty-four (24) hours of receiving a complaint alleging discriminatory conduct and/or harassment.
- 4.1.6 A report of investigation will be issued by the Human Resources department to those on a “need to know” basis. As a minimum, the report will consist of the following components:
  - 4.1.7 Summary of the Complaint,
  - 4.1.8 A statement of the governing rules, policies, federal and state laws,
  - 4.1.9 Statement of Facts and Interviews,
  - 4.1.10 Analysis,
  - 4.1.11 Conclusion(s),
  - 4.1.12 Recommendations.
- 4.1.13 At the conclusion of the investigation, the Employee Relations team within Human Resources will personally communicate the conclusion(s) to the complainant and the accused; however, the specifics of any disciplinary action will not be disclosed.

## 4.2 INVESTIGATION PROCESS

- 4.2.1 Investigations shall, to the extent possible, be confidential. Information obtained through investigation will be disclosed to only those persons in management positions with a legitimate need to know, outside legal counsel, or if compelled by administrative or judicial bodies.
- 4.2.2 The complainant, accused, and witnesses are strictly prohibited from discussing the investigation with co-workers.
- 4.2.3 In the event that the allegation(s) is particularly severe, the accused may be placed upon administrative leave until which time the investigation has been completed and conclusions communicated.
- 4.2.4 Findings and conclusions will be communicated to management personnel with a legitimate need to know, the complainant, and the accused immediately upon completion of the investigation.

### 4.3 RETALIATION

- 4.3.1 Bayhealth exercises a “zero tolerance” policy for retaliation against any employee who complains about sexual harassment, helps someone else complain about sexual harassment, or provides information regarding a complaint.
- 4.3.2 Any employee who feels that he/she has been subjected to any retaliatory treatment must report such conduct to Human Resources immediately.
- 4.3.3 Bayhealth exercises a “zero tolerance” policy for supervisors who engage in retaliatory conduct by making an adverse employment decision on the basis of an employee’s good faith complaint about conduct prohibited under this policy or participation in a complaint, investigation or proceeding under this policy. Accordingly, any supervisor who engages in such conduct will be subject to corrective action up to and including termination of employment.
- 4.3.4 An employee, who intentionally brings forth a false complaint, knowingly helps another employee bring forth a false complaint, or intentionally provides false information during an investigation, shall be subject to disciplinary action up to and including termination of employment.

### 5. References:

- 5.1 Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000 *et seq.*)
- 5.2 Delaware Discrimination in Employment Act (19 Del. C. §§ 710 *et seq.*)

### 6. Exhibits:

- 6.1 None



### **Policy Update Disclaimer**

The policies, regulations, procedures, and fees in this manual are subject to change without prior notice, if necessary, to keep Bayhealth policies in compliance with State and Federal laws and/or with rules and regulations of the ACGME.

Bayhealth reserves the right to change curricula, rules, salary, and other requirements, of whatever kind, affecting residents. Updated policies will be disseminated electronically as changes occur.

### **NRMP Agreement**

Bayhealth participates in the National Residency Matching Program (NRMP) for all PGY-1 positions. As program participants, Bayhealth adheres to all NRMP policies including Section 4.0 item 7 which states the program must disclose to applicants all eligibility requirements for training set forth by the sponsoring institution and the program during the recruitment period and before the Rank Order List Certification Deadline. These requirements may include pre[1]employment testing (e.g., illicit drug screening), background checks (e.g., criminal, financial, etc.), visa sponsorship, and any other requirement(s). Programs must be able to demonstrate that eligibility requirements are made available to each applicant during recruitment and before the Rank Order List Certification Deadline, either electronically or in writing. The complete match agreement for 2022 can be viewed at [2022-MPA-Main-Match-Program.pdf \(kinstacdn.com\)](https://www.kinstacdn.com/2022-MPA-Main-Match-Program.pdf)

In accordance with NRMP Policy a sample contract can be found on the next page.

# RESIDENCY APPOINTMENT AGREEMENT

THIS AGREEMENT by and between Bayhealth Medical Center, Inc. (Bayhealth) and \_\_\_\_\_ residing at:

sets forth the terms and conditions of the Resident's appointment by Bayhealth as a 1st year in Bayhealth's graduate medical educational training program in \_\_\_\_\_.

In consideration of the mutual promises and covenants herein agreed to and intending to be legally bound, Bayhealth and Resident each agree as follows:

## 1. Policies and Procedures Resident Handbook.

a. The Resident and Staff Graduate Medical Education Policies and Procedures (Manual) contains the institutional guidelines, policies and procedures governing the selection, appointment, evaluation, and retention of residents at Bayhealth Graduate Medical Education Consortium (Bayhealth Consortium). The Resident will receive a copy of the Manual during orientation and it is posted on the GME website <https://bayhealthgme.org/>; however, the Manual is subject to revision. The provisions of the Manual referred to in this Agreement, in their most recent version, are hereby incorporated into this document by reference. It is the responsibility of the Resident to familiarize him/herself with the information contained in the Manual, including any revisions, and to assure that he/she is in compliance with all policies and procedures contained therein at all times during the term of this agreement.

## 2. Duration of Appointment

a. Commencement Date. Commencing on \_\_\_\_\_ will serve as a 1st year resident in the Residency Program under the sponsorship of and supervision by faculty members of Bayhealth Consortium.

b. Term. The term of this agreement is for one year beginning on the Commencement Date, and no guarantee of a subsequent contract(s) is expressed or implied even though the Resident may be participating in a multi-year residency program.

c. Termination with Cause. During the term of this agreement, Bayhealth Consortium may terminate this agreement with cause according to the conditions described in the Resident Promotion/Non-Renewal/ Dismissal policy section of the Manual.

d. Closures or Reduction in Funding. Should any affiliated hospital close or reduce their funding of residency slots during a residency training program, every attempt will be made to replace those training slots at another affiliated institution and to locate funds for completion of the academic year as set forth in the Residency Closure & Reduction section of the Manual. Should that not be available, and it is necessary to reduce the number of residency positions in a given department, the affected house officers will be informed as early as possible. Every effort will be made to allow residents to finish the program. Assistance will be provided in finding a training position at another hospital, as outlined in the Residency Closure & Reduction policy section of the manual.

## 3. Resident Responsibilities

a. Resident agrees to be responsible for the following:

i. Meet the qualifications for resident eligibility outlined in the Resident Promotion/Non-Renewal/ Dismissal policy.

ii. Comply with Bayhealth's verification procedures, which includes:

1. Documentation of identity and right to work.

2. Proof of compliance with immunization policy.

3. Accurate completion of the Bayhealth Consortium application for appointment to the house staff, listing all information requested and returning the document in a timely manner prior to the hiring date so all information can be verified including medical school and previous residency training prior to beginning patient responsibilities.

iii. Obtain a valid, unrestricted Delaware State Medical license or a training permit from the Delaware State Board of Medical Examiners.

- iv. Develop a personal program of self-study and professional growth under the general supervision of appropriately credentialed attending teaching staff.
- v. Participate in safe, effective, and compassionate patient care under supervision, commensurate with level of advancement and responsibility.
- vi. Participate fully in the educational activities of your program and, as required, assume responsibility for teaching and supervising medical students, and other residents and participate fully in institutional orientation and at least 50% in education programs and other activities involving the clinical staff.
- vii. Participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures, and policies of the Institution.
- viii. Develop an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education and participate in institutional committees and councils, especially those that relate to patient care review activities, quality assurance, and apply cost containment measures in the provision of patient care.
- ix. Keep charts, records, and/or reports up to date and signed at all times. Failure to complete outstanding paperwork will result in discipline, including, but not limited to, suspension without pay.
- x. Follow the rules, regulations, policies, practices, and procedures of Bayhealth Consortium and its affiliated institutions that relate to graduate medical education.
- xi. Act in a professional and ethical manner.
- xii. Comply with any and all laws, rules, regulations, licensing requirements, or standards that are now or hereafter promulgated by any local, state and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder (Applicable Laws and Standards). The Applicable Laws and Standards shall include, but not be limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the requirements of the Department of Health ("DOH"), The Joint Commission and the National Committee on Quality Assurance ("NCQA"), as applicable.
- xiii. Fulfill the educational requirements of the program.
- xiv. Provide clinical services commensurate with Resident's level of advancement and responsibilities under appropriate supervision at sites specifically approved by Bayhealth Consortium.
- xv. Cooperate fully and completely with Bayhealth Consortium in coordinating and completing ACGME accreditation submissions and activities including, but not limited to, timely medical charting.
- xvi. Cooperate fully in any investigations, discovery, and defenses that arise.
- xvii. If Resident receives, or anyone with whom Resident works or resides receives on his or her behalf, any summons, complaint, subpoena, or court paper of any kind or nature relating to activities in connection with this Agreement, immediately report the receipt of any such legal documents or papers to Bayhealth Consortium.
- xviii. Cooperate fully in with Bayhealth, Bayhealth Consortium, Bayhealth's legal counsel, investigators, committees, and departments in connection with evaluation of patient care; review of an incident or claim; or preparation for litigation whether Resident is a named party or not.

b. Failure to meet any of the responsibilities listed in this section may result in discipline, up to and including termination.

#### 4. Institutions Responsibilities

a. Bayhealth agrees to be responsible for and to:

- i. Monitor and supervise the Program with regard to the implementation of these terms and conditions of appointment.
- ii. Maintain an environment conducive to learning and strictly enforce its Equal Opportunity and Anti-Harassment policies.
- iii. Provide Resident with appropriate and adequate faculty and Medical Staff supervision for educational and clinical activities and evaluate the educational and professional progress of the Resident on a regular basis through the Program Director.
- iv. Provide free parking while on rotation at Bayhealth facilities; sleeping quarters and meals while on-call; and lab coats and a work cell phone (iPhone) at no charge.

- v. Provide oversight and documentation of Resident engagement in Patient Safety, Quality Improvement, Transitions of Care, Supervision and Accountability, and Clinical Education and Experience.
- vi. Provide a culture of professionalism that supports patient safety and personal responsibility.
- vii. Educate Resident concerning the professional responsibilities of physicians, including their obligation to be appropriately rested and fit to provide the care required by their patients.
- viii. Address the well-being of Resident consistent with the Program Requirements.
- ix. Provide a process and mechanism to fairly deal with academic or disciplinary actions or other issues related to the program, faculty, or work environment.
- x. Provide Residents with written policies for alcohol and substance abuse and procedures for handling physician impairment including impairment related to substance abuse.
- xi. Comply with any federal or state authority pertaining to the evaluation of disabilities including, but not limited to, the Americans with Disabilities Act of 1990.

## 5. Clinical Experience and Education Hours

- a. Clinical Experience and Education Hours. It is understood that training, research, teaching and clinical assignments will be approved by the Director of the program. Clinical Experience and Education Hours will be consistent with institutional and program requirements based on educational rationale and patient need, including continuity of care with supervision available at all times and are discussed in the Clinical Experience and Educational Hours policy section of the Manual. Resident shall perform his or her duties under this Agreement during such hours as set in advance by Bayhealth Consortium and in accordance with written policy. Duty hours shall be in accordance with state, federal, and ACGME requirements.
- b. If a scheduled duty assignment is inconsistent with this Agreement or written policies, Resident shall bring the non-compliance to the attention of the Program Director for investigation and correction.
- c. Moonlighting. Bayhealth Consortium has incorporated policies covering professional activities outside of the residency program (moonlighting) in the Moonlighting policy section of the Manual and Resident agrees to abide by such policy. Residents may not engage in patient care outside of the Program unless (a) Bayhealth approves the specific employment in writing, in advance; (b) the outside care does not affect Resident's performance or ability to participate in the Program; and (c) Resident provides Bayhealth Consortium with proof of insurance (at no expense to Bayhealth) covering all of Resident's care activities outside of the Program.

## 6. Resident Review

- a. It is understood that as the position of house staff physician involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities. The competence of the house staff physician is evaluated on a regular basis. The program maintains a confidential record of the evaluations.

## 7. Reappointment and Promotion

- a. Conditions for the offer of any subsequent training agreement following an initial appointment and for promotion within the program are described in the Resident Promotion/Non-Renewal/ Dismissal policy section of the Manual. Reappointment or promotion to the next level of training is at the recommendation of Bayhealth Consortium and is expressly contingent upon several factors including, but not limited to, satisfactory completion of all training components; the availability of a position; satisfactory performance evaluations; full compliance with the terms of this Agreement, the continuation of Bayhealth's ACGME accreditation; Bayhealth's financial ability; and furtherance of Bayhealth's objectives.
- b. Neither this Agreement nor the Resident's appointment hereunder constitute an option to renew or extend the Resident's appointment by Bayhealth or a benefit, promise, or other commitment that Bayhealth will appoint Resident for a period beyond the termination date of this Agreement or that Resident will be promoted to the next level of training.
- c. A written notice of non-renewal or decision to delay promotion to the next PGY level shall be provided to Resident in accordance with the Resident Promotion/Non-Renewal/ Dismissal section of the Manual. Resident may appeal a notice of non-renewal or non-advancement in accordance with the Resident Grievance Procedure and Conflict Resolution section of the Manual.

## 8. Corrective Action, Termination, and Suspension

a. Corrective Action. Resident's appointment and continued participation in the Program is expressly conditioned upon satisfactory performance of all Program elements by the Resident, including but not limited to the Resident requirements set forth hereinabove. If at any time, Resident's actions, conduct, or performance, professional or otherwise, are inconsistent with the terms of this Agreement or the policies or standards of care and of patient welfare of Bayhealth or its affiliates or reflect adversely on the Program or Bayhealth or its affiliates, or disrupts operations or patient care in the Program or at Bayhealth or its affiliates, corrective action may be taken by Bayhealth Consortium in accordance with Resident Grievance Procedure and Conflict Resolution policy section of the Manual.

b. Suspension or Termination. Bayhealth Consortium shall have the authority to summarily suspend or terminate the Resident's appointment granted by Bayhealth if Bayhealth Consortium, in good faith, determines that the continued appointment of the Resident places the safety or health of patients or students, faculty or staff in jeopardy or to prevent imminent or further disruption of the Program or when the Resident has failed adequately to correct deficiencies in his or her performance or conduct of which he or she has been made aware.

c. Appeal. The Resident may seek review of a decision to suspend or terminate his or her appointment by following the Resident Promotion/Non-Renewal/ Dismissal policy section of the Manual. The Resident acknowledges that under no circumstances shall he or she be entitled to hearing or other due process rights available to physician members of Bayhealth or its affiliates as described in the Medical Staff bylaws thereof.

## 9. Hospital, Health, Financial Support and Benefits

a. Stipend. Commencing \_\_\_ thru \_\_\_, the Resident will receive an annualized stipend of \$ \_\_\_ USD. This amount will be subject to the appropriate federal and state income tax, social security tax, and any other applicable deductions.

b. Vacation, Parental, Sick and Other Leaves. Bayhealth Consortium provides for vacation/sick leave, parental leave, personal leave, leave of absence, and professional leave as set forth in the Resident Paid Time Off & Leave of Absence policy section of the Manual. Bayhealth Consortium will provide timely notice of the effect of leave on the ability of resident to satisfy requirements for program completion and meet eligibility requirements to sit for the appropriate board certification exam. The use of leave exceeding the limits established by Bayhealth Consortium or the Program may require extension of the resident's training as described in the Resident Paid Time Off & Leave of Absence policy section of the Manual.

c. Hospital and Health Insurance Benefits. Health, life and disability insurance will be provided and are effective on the first day of Residency program unless specifically refused. Dental, as well as family medical insurance coverage may be purchased for eligible dependents through payroll deduction as described in the Benefits Section of the Program's Resident Manual

d. Professional Insurance. Bayhealth will provide professional liability coverage to each resident in amounts of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the aggregate. The coverage may be provided through a combination of commercial insurance and a self-insured retention through Bayhealth Consortium's Self-Insurance Trust Program. Insurance coverage will be provided in accordance with the pertinent laws and requirements established by the State of Delaware, or by the State or Federal plans when rotating through their supported facilities. Bayhealth will obtain and provide appropriate tail coverage for claims, demands, or actions reported in future years for Resident's acts or omissions during the term of this Agreement.

e. Support Services. Bayhealth Consortium will provide access and/or referral to medical, psychological and/or financial counseling, and support services as described in the Well-Being policy section of the Manual. The Accommodation for Disabilities policy section of the Manual describes the policies pertaining to residents with disabilities. The Well-Bring policy section of the Manual includes policies relating to physician impairment and substance abuse. It is understood that counseling, medical and psychological supportive services will be made available on an as needed basis.

f. Educational Resources. Resident shall have access to information related to eligibility for specialty-based examinations as described in the Statement of Commitment to Graduate Medical Education policy section of the

## 10. Grievances and Fair Hearing

a. In the event of an adverse decision regarding Resident's training, advancement, or appointment, Resident may appeal such decision. Resident may also initiate complaint and grievance procedures regarding the Program. The policies relating to resident grievances and the appeal and fair hearing process are presented in the Resident Grievance Procedure and Conflict Resolution policy section of the Manual.

## 11. Harassment/Discrimination

a. Issues related to all forms of unlawful harassment or discrimination will be handled as described in Bayhealth Consortium's EO/Anti-Discrimination Policy, an updated copy of which is on Bayhealth Consortium's website. Any complaints of discrimination or harassment must be directed to the Office of Institutional Equity.

## 12. General Provisions

a. Severability. If any provision of this agreement is held invalid, such invalidity shall not affect any other provision of this agreement not held so invalid, and each such other provision shall, to the full extent consistent with law, continue in full force and effect.

b. Modification and Waiver. This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. No term or condition of this agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

c. Venue, Jurisdiction, and Choice of Law. The laws of the State of Delaware, without giving effect to its conflict of law principles, govern all matters arising out of or relating to this Agreement. The courts located in the State of Delaware shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement. Each party waives, to the fullest extent permitted by law, any objection that it may now or later have to the laying of venue of any legal or equitable action or proceeding arising out of or relating to this Agreement brought in any such court, or any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

d. OBRA. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), Resident agrees to make available for a period of four (4) years following completion of the term of this Agreement, upon request of the Secretary of Health and Human Services of the United States or of the United States Comptroller General or any of their authorized agents, all books, documents and records necessary to certify the nature and extent of the cost of the services rendered pursuant to this Agreement as required by federal statute or duly promulgated regulations.

e. Corporate Compliance Program. Bayhealth is committed to serving its patients and community and conducting its business and activities in a professional, lawful and ethical manner. Bayhealth has adopted a Corporate Compliance Program and a Code of Conduct establishing policies and procedures to ensure that the organization and its employees comply with the corporate compliance program. These policies govern Bayhealth's relationships with its patients, contractors, suppliers, community and other organizations with which it interacts. The Parties shall, at all times, conduct their relationships with others in accordance with all applicable laws, rules, and regulations and adhere to ethical and professional standards consistent with Bayhealth's Corporate Compliance Program and Code of Conduct and report actual or possible violations of Bayhealth's Corporate Compliance Program and/or Code of Conduct to Bayhealth's Corporate Compliance officers. Resident's failure to do so shall be deemed a breach of this Agreement.

f. Entire Agreement. This Agreement and its exhibits, if any, contain the final and complete expression of all agreements between the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous Agreements and/or negotiations between the parties, whether oral or written.

g. Waiver. The failure by either party at any time to require performance of any provisions of this Agreement shall not constitute a waiver of such party of such provision and shall not affect the right to require performance at a later time.

h. Regulatory Restrictions. Each party represents that neither it nor its agents or employees are "Ineligible Persons" which is defined as any individual or entity who is (a) currently excluded, debarred, or otherwise ineligible to participate in the federal or state health care programs or in federal or state procurement or non-procurement programs; or (b) has been convicted of a criminal offense relating to the provision of health services or health care items, but has not yet been excluded, debarred, or otherwise declared ineligible. Each party shall have an affirmative obligation to notify the other party immediately of any debarment or exclusion or other event that would make it and/or its agents or employees an Ineligible Person.

i. Notice. Whenever, under the terms of this Agreement, written notice is required or permitted to be given by one party to any other party, such notice shall be deemed to have been sufficiently given when received by the party to whom it is to be given via overnight courier or certified mail/return receipt requested. Notices shall be addressed as follows:

j. I accept the appointment outlined above and agree to all rules and regulations of Bayhealth Consortium and affiliated institutions to which I am assigned. I agree to discharge all the duties of a resident as determined jointly by the affiliated institutions and the respective directors of training programs at Bayhealth Consortium, and I acknowledge that I have read and understand the Institutional Policies referred to in Paragraph 1.