PART I

Resident Policies

Interns and Residents

2019 – 2020
# Graduate Medical Education

## And Resident Policies

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Abbreviations

ACGME = Accreditation Council for Graduate Medical Education
AOA = American Osteopathic Association
CAO = Chief Academic Officer
CMO = Chief Medical Officer
COCA = Commission on Osteopathic College Accreditation
COM = College of Osteopathic Medicine
ECFMG = Educational Commission for Foreign Medical Graduates
GME = Graduate Medical Education
GMEC = Graduate Medical Education Committee
JCAHO = Joint Commission on Accreditation of Healthcare Organizations
LCME = Liaison Committee on Medical Education
NRMP = National Residency Matching Program
RRC = Residency Review Committee
RH = Reading Hospital
THE READING HOSPITAL

2019 – 2020 INSTITUTIONAL STATEMENT OF SUPPORT

The Reading Hospital (RH) has a firm commitment and dedication to the training programs in graduate medical education. Driven by the Mission of RH, graduate medical education plays an integral role in providing compassionate, accessible, high-quality, cost-effective health care to the community.

The Graduate Medical Education Committee (GMEC), along with the Department of Academic Affairs, provides oversight and direction for all Accreditation Council for Graduate Medical Education (ACGME), American Osteopathic Association (AOA) and Council on Podiatric Medical Education (COPME) accredited graduate medical education training programs at RH, to ensure that all programs meet or exceed all institutional and program accreditation requirements.

RH's graduate medical education programs provide, through their faculty, comprehensive, coordinated, cost-effective graduate medical education that is responsive to the trainee and embodies the ethical and humanistic qualities necessary for all health care professionals.

RH has a long history of financial, educational and human resources investment in the essential components of a successful graduate medical education program. This tradition of support is carried forward as a commitment to the future of RH's provision of graduate medical education. This commitment is supported by RH's Board of Directors, its Medical Staff, GMEC, the Vice President and Chief Academic officer, and its graduate medical education Program Directors.

Chairman, Board of Directors

President and CEO

Senior Vice President/Chief Medical Officer

Vice President and Chief Academic Officer / DIO

Date

3/6/19

3/6/19

3/6/19

3/6/19
**Allocation of Institutional Resources**

The Board of Directors of RH is ultimately responsible for all educational programs conducted by the Hospital. Recommendations are made to the Board by the Chief Academic Officer and Chief Medical Officer, with advice from the Director of Medical Education, the Program Directors, and the GMEC.

Financing needed to expand programs, initiate new programs, provide educational resources and any other approved expense is provided by RH’s general operating budget, which is coordinated by the President of RH, under the direction of RH’s Board of Directors.

RH’s GMEC meets every 2 months, and maintains minutes of its meetings in the central Graduate Medical Education office. It will communicate with the Medical Staff and the Board by providing minutes to the Medical Executive Committee and a summary statement to the Board yearly.

Voting and committee membership on the GMEC includes:

- Chief Academic Officer (CAO);
- Designated Institution Official (DIO)
- Chief Medical Officer (CMO);
- Quality improvement or patient safety officer or deginee;
- Director of each residency Program;
- Director and Coordinator of Graduate Medical Education;
- Director of Osteopathic Medical Education;
- Residents selected by their peers;
- Faculty members;
- The accountable institutional designee.

The GMEC makes every effort to function in compliance with ACGME and AOA requirements, acknowledging their dedication and contribution to improving health care by assuring and improving graduate medical education.

RH’s GMEC is responsible for:

- the ACGME accreditation status of the Sponsoring Institution and each of its ACGME-accredited programs;
- the quality of the GME learning and working environment within the Sponsoring Institution, each of its ACGME-accredited programs, and its participating sites;
- the quality of educational experiences in each ACGME-accredited program that lead to measurable achievement of educational outcomes as identified in the ACGME Common and specialty-/subspecialty-specific Program Requirements;
- the ACGME-accredited program(s)’ annual program evaluations and self-studies;
- all processes related to reductions and closures of individual ACGME-accredited programs, major participating sites, and the Sponsoring Institution; and,
- the provision of summary information of patient safety reports to residents, fellows, faculty members, and other clinical staff members. At a minimum, this oversight must include verification that such summary information is being provided.
Review and approval of:

- institutional GME policies and procedures;
- annual recommendations to the Sponsoring Institution's administration regarding resident/fellow stipends and benefits;
- applications for ACGME accreditation of new programs;
- requests for permanent changes in resident/fellow complement;
- major changes in each of its ACGME-accredited programs' structure or duration of education;
- additions and deletions of each of its ACGME-accredited programs' participating sites;
- appointment of new program directors;
- progress reports requested by a Review Committee;
- responses to Clinical Learning Environment Review (CLER) reports;
- requests for exceptions to clinical and educational work hour requirements;
- voluntary withdrawal of ACGME program accreditation;
- requests for appeal of an adverse action by a Review Committee; and,
- appeal presentations to an ACGME Appeals Panel.

**Appointment of Teaching Staff**

In order to maintain an environment that encourages continued acquisition of knowledge and improvement in skills, all newly appointed physicians to the staff are required to be board eligible or board certified. Each physician on the staff of a department that conducts a residency is considered a potential member of the teaching staff, and only those physicians who demonstrate continued interest and aptitude are selected for this privilege by the residency Program Directors.

**Apportionment of Resident Positions among Programs**

Quotas are established for each year of each residency as approved by the ACGME and/or the AOA. Adequacy of teaching patients, faculty, space, and equipment for the volume of trainees is assured.

**Institutional Agreements**

RH currently participates in Inter-Institutional Agreements with:

- Sidney Kimmel Medical College at Thomas Jefferson University
- Philadelphia College of Osteopathic Medicine
- Drexel University College of Medicine and Medical College of Pennsylvania Hospital;
- Pennsylvania State University College of Medicine;
- Temple University of the Commonwealth System of Higher Education
Agreements Dealing with RH Resident Experiences at Affiliate or Non-Affiliate Medical Sites

RH continues to have responsibility for the quality of education and retains authority over residents’ activities when residents are involved with the institutions with which RH has Inter-Institutional Agreements.

An Inter-Institutional Agreement will be developed when RH residents receive training at another institution. This agreement shall:

- identify the officials at the participating institution or facility who will assume administrative, educational, and supervisory responsibility for residents;
- outline the educational goals and objectives to be attained;
- specify the period of assignment of residents to the participating institution, financial arrangements, and details for insurance benefits;
- determine the participating institution’s responsibilities for teaching, supervision, and formal evaluation of the residents’ performance;
- and establish with the participating institution the policies and procedures that govern the residents’ education while rotating to the participating institution.

Accreditation for Patient Care

RH is committed to providing quality health care to the community it serves. It is accredited by JCAHO, and strives to maintain the highest standards as outlined by the JCAHO accreditation process.

Resident Eligibility

Applicants with one of the following qualifications and who are eligible for a Graduate Training License in the Commonwealth of Pennsylvania are eligible for selection:

1. Graduation from a medical school in the United States or Canada, accredited by the Liaison Committee on Medical Education (LCME);
2. Graduation from a college of osteopathic medicine in the United States, accredited by the American Osteopathic Association (AOA); or,
3. Graduation from a medical school outside of the United States or Canada, and meeting one of the following additional qualifications:
   - holds a currently-valid certificate from the Educational Commission for Foreign Medical Graduates prior to appointment; or,
   - holds a full and unrestricted license to practice medicine in a United States licensing jurisdiction in his or her current ACGME specialty-/subspecialty program; or,
   - has graduated from a medical school outside the United States and has completed a Fifth Pathway** program provided by an LCME-accredited medical school.
Resident Selection

Residents are selected from among eligible applicants on the basis of their preparedness, ability, aptitude, academic credentials, communication skills, and personal qualities, such as motivation and integrity. Non-eligible residents will not be considered for enrollment at RH. RH does not discriminate on the basis of race, color, religion, creed, sex, age, national origin, disability, sexual preference, or veteran status.

All candidates must complete an application for the appropriate program. Written documentation of a completed application is to be provided through ERAS (Electronic Resident Application Services).

Enhancing criteria for selection include: election to honorary academic organizations (Phi Beta Kappa, Alpha Omega Alpha); positive evaluations for experiences during medical school; high scores on USMLE Steps 1 and 2, or the corresponding osteopathic examinations; strong letters of endorsement from deans and/or department chairs; community involvement/volunteer efforts, and/or other pertinent professional or life experiences delineating the applicant’s character; and documentation of academic success (i.e., class standing, research publications, student awards).

All candidates must complete a successful personal interview with the appropriate Program Director or a designated faculty member and a senior resident. A faculty-resident group contributes to final rankings for selection to the NRMP or AOA after review based on consideration of the above criteria.

RH strongly supports the Match programs. All residents will be accepted through the NRMP and AOA match programs. Programs that have designated that they are “all-in” are unable to take residents outside of the match.

To determine the appropriate level of education for residents who are transferring from another residency program, the Program Director must receive written primary source verification of previous educational experiences and a statement regarding the performance evaluation of the transferring residents, including assessment of competence in the six competencies (seven competencies for AOA-sponsored programs) prior to acceptance into the program.

A Program Director is required to provide verification of residency education for residents who may leave the program prior to completion of their education.

Residents shall not be accepted for advanced standing from programs not accredited by ACGME or AOA. Exceptions may be permitted for physicians with at least three years of verified internal medicine training abroad or other training that has been approved by the American Board of Internal Medicine.

Resident Participation in Educational Activities

In accordance with ACGME and AOA guidelines, RH training programs assure that residents are at the center of an educational process that allows them to develop a personal program of growth under careful staff supervision in order to assure competence in their chosen fields.
The resident will participate in a program that will develop skills and define competence in the areas of Patient Care, Medical Knowledge, Interpersonal Skills and Communication, Professionalism, Practice-Based Learning, Improvement, and Systems-Based Practice and Osteopathic Manipulative Medicine (for AOA-sponsored programs). Program reviews serve to evaluate and assure that each resident is involved in safe, effective, and compassionate care under appropriate supervision for his or her level of competence. The educational program includes active involvement of the resident in scholarly activity and in the process of teaching and supervising others. In order to develop an understanding of the care of patient groups, residents are involved in institutional committees that have an impact on the care they provide their patients, as well as on their education. As a part of the process of continuous improvement, each program obtains from its residents a formal evaluation of the faculty and educational experiences at least yearly.

 Resident Support, Benefits and Conditions of Employment

Overview of Resident Benefits

RH provides all residents with a written contract in compliance with ACGME and AOA requirements. The contract includes the following resident benefits:

1. **Salary:** On an annual basis the salaries of residents are reviewed to determine if an increase is appropriate and if so, what the increase should be (under no circumstances can this salary be reduced).

2. **Vacations and Holidays:** Two or three weeks of vacation, depending on residency program and year of training. In addition, a one-workweek Christmas or New Year break will be provided in lieu of personal days and compensatory time for holiday work. Residents should contact their Program Director to determine vacation eligibility, as well as to receive approval for proposed vacation schedule. Residents are not able to cash out unused vacation/PTO at the end of the Academic Year and are encouraged to use all PTO that is assigned to them.

    With the approval of the Program Director and Vice President/Human Resources, residents may choose to substitute a religious holiday of choice in lieu of one of the traditional six holidays. Residents should make this request through their Program Director.

3. **Leaves of Absence:** Professional/Personal/Sick/Other:

   Each resident may receive up to 12 paid sick days per year. Unused sick time may be carried over to subsequent years of training, but there is no payment for unused sick time. The resident should provide a physician’s note for greater than 2 consecutive days of absence. (Given requirements of accrediting agencies, the residency may need to be extended in order to meet requirements for duration of training.)

   In lieu of vacation, a resident may wish to consider a leave for a variety of reasons. Such leave requires advance planning and approval by the respective Program Director and Vice President. This program is not normally available to residents in one-year programs, but may be available through extension of the training year.
Residents who have worked at Reading Hospital for at least 12 months are eligible for Family Medical Leave Act (FMLA) benefits. Residents would be eligible for up to 12 work weeks of unpaid leave during any 12-month period for one or more of the following reasons: for the birth and care of a newborn child to the employee; for placement with the employee of a son or daughter for adoption or foster care; to care for an immediate family member (spouse, child, or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition.

Definition of serious health condition may be found at the website: 

Reimbursement during FMLA is as follows:

a. FMLA for medical condition such as personal illness (including post-partum) 4 vacation (PTO) days followed by unused sick days, followed by any remaining vacation (PTO) days.

b. FMLA for situations other than personal illness – vacation days (PTO) may be used, but sick days may not be applied

All benefits will continue during the FMLA period.

Absence beyond six months would routinely result in termination based upon Hospital policies and procedures. However, because educational requirements of Residency Review Committees vary in the amount of time a resident may have off in a given year without extending the length of the program, it is essential that a candidate for a leave of absence for any reason speak with his or her respective Program Director in order to understand the impact of such a leave on his or her training. Details for each department are available through that Program Director’s office.

4. Professional Liability Insurance: Professional liability insurance is provided by RH for all work performed as part of RH’s Graduate Medical Education program. The professional liability policy is an “occurrence” policy, and is consistent with professional liability insurance coverage provided for other RH medical/professional practitioners. (See Part III – Contracts and Agreements, Graduate Medical Education Agreement, Attachment A.)
5. **Medical Benefits**: The resident may choose between two health insurance options through the RH-sponsored health benefits plan, or decline coverage. RH plan requires an employee premium. The resident may pay for self and dependent coverage through payroll deduction. Resident premiums are approximately 15% of the total cost; RH pays the remaining 85% of the premium. All maintenance prescriptions must be obtained through an Optum RX participating pharmacy or mail service as described below.

### Plan choices
This chart shows your copay/coinsurance* for each option. Keep this letter so you can refer to it when you decide where to fill your prescriptions.

#### Delivery or pick-up
If you are taking a long-term** medication, now you can choose to receive your 90-day* supplies by mail or pick them up at a participating pharmacy*** near you. Whether you choose delivery or pick-up, you will pay the same copay. This choice is being offered to you by your employer as a way to help you save money.

#### Fill limit for long-term medications
Your plan allows two 30-day fills of long-term medications at any pharmacy in our network. After that, your plan will cover long-term medications only if you have 90-day supplies filled through mail service or at a participating pharmacy. If you continue to have 30-day supplies of long-term medications filled after two times, your plan will not pay for them.

### Questions?
Visit [www.optumrx.com](http://www.optumrx.com) or call us toll-free using the number on the back of your Insurance Card. We are here to help you save on your prescriptions.

### Your Copay/Coinsurance Summary

<table>
<thead>
<tr>
<th></th>
<th>Any network pharmacy Up to a 30-day supply</th>
<th>Maintenance Choice: EnvisionRX/pharmacy or mail service Up to a 90-day supply</th>
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<tr>
<td>Generic drugs</td>
<td>$15 maximum</td>
<td>$30 maximum</td>
</tr>
<tr>
<td>Preferred brand drugs</td>
<td>$25%</td>
<td>$25%</td>
</tr>
<tr>
<td></td>
<td>$30 minimum/</td>
<td>$60 minimum/</td>
</tr>
<tr>
<td></td>
<td>$60 maximum</td>
<td>$120 maximum</td>
</tr>
<tr>
<td>Non-preferred brand drugs</td>
<td>$50%</td>
<td>$50%</td>
</tr>
<tr>
<td></td>
<td>$60 minimum/</td>
<td>$120 minimum/</td>
</tr>
<tr>
<td></td>
<td>$120 maximum</td>
<td>$240 maximum</td>
</tr>
<tr>
<td>Fill limit for long-term medications</td>
<td>Coverage for 2 fills only</td>
<td>No limit</td>
</tr>
</tbody>
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The Reading Hospital also has an in house pharmacy located on R Ground that has an in-house pharmacy which can provide better rates if you use it.

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<thead>
<tr>
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<th>On-Site Pharmacy</th>
<th>On-Site Pharmacy</th>
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<tbody>
<tr>
<td></td>
<td>Up to a 30-day supply</td>
<td>Up to a 90-day supply</td>
</tr>
<tr>
<td><strong>Generic drugs</strong></td>
<td>$10 maximum</td>
<td>$20 maximum</td>
</tr>
<tr>
<td><strong>Preferred brand drugs</strong></td>
<td>20% $25 minimum/ $50 maximum</td>
<td>20% $50 minimum/ $100 maximum</td>
</tr>
<tr>
<td><strong>Non-preferred brand drugs</strong></td>
<td>40% $50 minimum/ $100 maximum</td>
<td>40% $100 minimum/ $200 maximum</td>
</tr>
<tr>
<td><strong>Fill limit for long-term medications</strong></td>
<td>Coverage for 2 fills only</td>
<td>No limit</td>
</tr>
</tbody>
</table>

6. **Dental Insurance**: Dental insurance coverage is available for residents and their dependents, and may be purchased through payroll deductions at the resident’s expense. (See RH Intranet, Policy Manager, Personnel, Benefits, Dental Plan, Personnel Policy No. 318:1.)

7. **Life Insurance**: Life insurance is provided at no charge by RH in the amount of the resident’s annual salary, and is in effect as of the date of employment.

8. **Long-Term Disability Insurance**: Long-term disability insurance is provided to residents at no charge by RH as of the date of employment. (See RH Intranet, Policy Manager, Personnel, Benefits, Long-Term Disability, Personnel Policy No. 350:1.)

9. **On-Call Room**: An on-call room for residents is provided by RH. On-call quarters are for scheduled on-call duty, and are not to be used as a residence.

10. **Meals**: All residents receive financial support for meals obtained through the hospital’s cafeteria and Counter Clockwise.

   All meals are provided free for Residents while they are on clinical duty. Residents can obtain their meals at the RH employee Cafeteria, Tower Café, Patio Grille and Counter Clockwise. The free meal benefit is for Residents only, provided the Resident has his or her photo identification badge. If an identification badge is not present, the Resident will be required to pay for his or her meals. Residents who are found abusing the free meal benefit in the forms of buying food for anyone but themselves could have this privileged revoked.

11. **Lab Coats**: Each first-year resident is provided three lab coats. Each second-year resident is provided two lab coats. These lab coats must be worn when providing services in the Hospital.

12. **Laundry**: Laundry service is free for lab coats and Hospital attire.

13. **Parking**: Restricted parking is available without charge. Residents are permitted to park in any Reading Hospital parking garages and are encouraged to park in the physician designated areas, however, if they are filled then they can park in any non-physician
areas in the garages. Residents who live in the K building are required to use the Spruce Garage as their main parking area.

14. **Education Fund**: Residents are provided funds to support the educational mission of our organization. Based upon government regulations, tax deferred funds must meet strict criteria. Such funds cannot be used for other purposes without subjecting the entire amount benefit to taxation. Funds not used for strictly defined educational purposes cannot be recovered. Purchases recognized by federal tax policy as tax exempt income through a “fringe benefit” plan include: medical text or medical education software purchase, journal subscriptions, membership dues to medical societies, medical conference costs, medical examination fees, and medical equipment (not including clothing). First year residents will receive up to $3000 and upper year residents will receive up to $4500; the incremental $1500 is to be utilized for board review courses or specialty meetings. Details can be found in the individual Department Manuals. Residents are not eligible to cash out unused education funds at the end of the Academic year.

15. **Credit Union**: Membership in the Hospital-based Diamond Credit Union is available upon employment, with loans available after six months of credit union membership. (See RH Intranet, Policy Manager, Personnel, Benefits, Credit Union, Personnel Policy No. 315:1.)

16. **Exercise Facilities**: Residents have access to on-site exercise facilities and to the weight training room at Wyomissing Area High School. They may also receive reduced institutional rates to other local exercise facilities. Details may be obtained through the Human Resources Department.

17. **Fees**: RH pays the resident’s annual graduate training license fee.

18. **Funeral Leave**: Three days of funeral leave are provided to residents for members of their immediate family, and one day for non-immediate relatives. (See RH Intranet, Policy Manager, Personnel, Benefits, Funeral Time, Personnel Policy No. 325)

19. **Housing**: Information regarding apartments available in the community may be obtained from the Program Director’s office or the GME office. Twenty low-rent, Hospital-owned apartments are also available as resident housing. A small number of dormitory-style rooms are available on campus in K-Building. Additional details regarding RH’s Delta Apartments and K-Building rooms are available through the Program Directors.

A $100 (less taxes) housing allowance is paid each month to residents who do not rent a RH apartment or dormitory room.

Upon initial appointment only, the housing allowance may be requested in one payment of $1,200 (less taxes) to be included in the first paycheck to the resident. Should a resident move into a RH-owned apartment or dormitory room, or terminate residency early, the $1,200 will be prorated to cover only those months of entitlement, and any overpayment will be deducted from the resident’s paycheck.

Note: After 12 months of residency, the housing allowance reverts to the $100 monthly payment.

20. **Jury Duty**: RH will pay your normal pay when serving as a juror if RH is unable to have the resident excused from this duty.
21. **Salary Advance**: Upon initial appointment, a resident may take a salary advance of $2,600; $200 will then be deducted from each paycheck for 13 pay periods.

22. **Social Security**: 6.25% of the resident’s gross salary is contributed by RH to Social Security.

23. **Workers Compensation**: Financial assistance is available to a resident who may be injured while on the job. (See RH Intranet, Policy Manager, Organizational Administrative Manual ~ *Workers Compensation Policy*)

24. **Child Development Center**: Childcare services are rendered to hospital employees for children age 8 weeks to age 5 years at a subsidized rate. Residents may opt to pay tuition through an optional Dependent Care Spending Account via payroll deduction using pre-tax dollars. Admission to the Child Development Center is competitive and based on availability at the time of request. If interested, contact with the Center should be made immediately at (610) 988-5140 after you have received and signed your letter of agreement. If you know you are pregnant after you have successfully matched with RH then please inform the program you matched with as soon as possible. The program will then notify the CDC of your pending employment and add your name to the waiting list. Space is not guaranteed. **Under no circumstances will the CDC take an infant under the age of 8 weeks of age.**

25. **Hospital rules, regulations and policies**: All employee policies are posted on the internet by the Human Resources Department at [https://trh.ellucid.com/manuals](https://trh.ellucid.com/manuals).

26. **Resident file retention**: All residency programs will store all resident files after the completion of his/her residency. Requests for access to his/her files can be made to the residency programs to the Program Directors.

27. **Finding a provider for yourself**: We realized that when you started your residency, many of you would need a new primary care provider to meet your health care needs. Here is how you can find a provider that both meets your needs and is close to your home.

- Search for a provider by visiting our website at [www.towerhealth.org](http://www.towerhealth.org)

**Overview of Resident Responsibilities**

The goal of the residency program is to provide the resident with an extensive experience in medical education in order to achieve excellence in the diagnosis, care, and treatment of patients. To achieve this goal, the resident agrees to do the following:

1. Accept the responsibilities, hours of duty, and on-call schedules consistent with ACGME’s or AOA’s conditions for his or her respective residency program.

2. Accept all reasonable assignments and perform all duties at a satisfactory level of competence as determined by his or her respective Program Director, the CAO, and the President of RH.

3. Act in compliance with all applicable policies, procedures, rules, and regulations of RH and its Resident Manual.
4. Complete all medical records outlined per their department policies, unless there is an acceptable reason (i.e., illness, vacation, off-site rotation) for not doing so. Resident’s record-keeping performance will be considered when contracts are renewed. Recurrent failure to meet regular record-keeping requirements may result in non-renewal of contract. (See RH Intranet, Policy Manager, Medical Records, Regulations for Completion of Medical Records, Policy No. 310:3)

5. Maintain a valid graduate license to practice medicine in the Commonwealth of Pennsylvania while performing duties and responsibilities under his or her contract with RH.

6. Understand and adhere to ACGME general requirements, the so-called “Essentials of Accredited Residencies,” and the “Special Requirements” for his or her respective residency training, as well as the requirements for Board certification. A copy of the ACGME “Special Requirements” for a residency will be provided at the orientation to the respective residency program. DO interns should familiarize themselves with all applicable AOA requirements.

7. Return all RH property, such as books, equipment, and completed records, and settle his or her professional and financial obligations prior to termination and departure from RH.

8. Develop a personal program of self-study and professional growth, with guidance from RH’s teaching staff.

9. Provide safe, effective, and compassionate patient care under supervision commensurate with his or her level of advancement and responsibility.

10. Participate fully in the educational activities of his or her respective residency program and assume responsibility for teaching and supervising other residents and students.

11. Participate in institutional committees and councils, especially those that relate to patient care review activities and quality improvement activities.

12. RH monitors the implementation of these terms and conditions through its respective Program Directors. A form of contract is included in this Manual in Part III – Contracts and Agreements.

13. RH does not require its residents to sign a non-competition guarantee.

Resident Supervision and Work Environment

Supervision of Residents

Each Program Director has established written policies regarding appropriate responsibility for each level of residency training as required by ACGME, AOA and JCAHO. The Program Director for each department is responsible for determining that each resident has supervision. The CAO and GMEC coordinate the activities of all programs. When in the clinical setting, all residents are supervised by the attending physician who is ultimately responsible for patient care.
Provisions for supervision include the following:

- All resident supervisors must hold Hospital staff privileges or have assigned agreements;

- First-year residents must have an on-site supervisor available at all times;

- A staff obstetrician/gynecologist must be on site at all times to supervise ob/gyn residents as required by their Residency Review Committee;

- For other departments, if attending physicians are readily available in person when needed, the on-site supervising physician can be an individual who is in an upper year of graduate training (“Readily available” for this purpose is interpreted to mean within 20 to 30 minutes.);

- Assessment and authorization of the abilities of each trainee to perform specific treatments and procedures must occur. Residents are approved to perform specific treatments and procedures only after submitting documentation of prior experience, or observation and assessment of their skill by a credentialed resident or faculty member;

- Staff physicians must review all residents’ Hospital admissions, round with the residents, review Progress Notes, discuss and review all discharge plans, and sign Discharge Summaries written by residents. Patient progress and treatment plans must be reviewed during daily Hospital rounds with residents;

- Each Program Director is responsible to create a written description of supervisory lines of responsibility for the care of patients when there is resident involvement;

- Supervisors shall foster a learning environment with graded responsibility as defined by department policies and curriculum.
Work Environment

RH provides residents and all physician staff with ancillary support to facilitate patient care. This support includes 24/7 availability of phlebotomy, IV, arterial blood gas, and transport teams.

In addition, Tower Health System’s medical library subscribes to a robust collection of electronic and print resources intended to support the clinical and educational needs of our residency programs. These resources include online clinical point of care tools, electronic databases, journals and books. The library staff is available to assist with various information literacy needs including search consultation and document delivery. Residents have 24/7 badge access to the physical library which is equipped with wireless internet, 15 desktop computers, 3 group study rooms, 2 conference rooms, print journal and book collections, a printer/copier/scanner, as well as plenty of electrical/USB outlets for charging electronic devices. The library is staffed from 0800 – 1700 Monday thru Friday. Authorized users have 24/7 badge access

Alexandra Short, MSLS, AHIP  Director, Library Services  (484)628-8418
Betsy Sutliff, MSLS   Medical Librarian   (484)628-8359
Valerie Schaeffer, MSLS  Library Assistant   (484)628-8412

RH provides 24-hour security team support throughout the campus.

Evaluation and Promotion

Written and/or electronic evaluations are provided by the individual faculty member responsible for the immediate supervision of each resident during a given segment of time. Written evaluations are required on differing bases as specified by each Program Director. A copy of these evaluations is kept in the Program Director’s office. The resident will receive a formal evaluation with the Program Director at least two times per year, or in accordance with the special requirements of the particular program, whichever is more frequent.

The Program Director and resident will develop a personalized training program that will encompass all of the following competencies:

1. Patient Care: “Residents are expected to provide patient care that is compassionate, appropriate, and effective for the promotion of health and illness, treatment of disease, and at the end of life.”

   Components
   - caring and respectful behavior
   - interviewing skills
   - informed decision making
   - developing and carrying out effective management plans
   - counseling and educating patients and families
   - performing appropriate physical examination and procedures
   - preventive health service/working effectively within a team
2. **Medical Knowledge**: “Residents are expected to demonstrate knowledge of established and evolving medical, clinical, and social sciences, and the application of their knowledge to patient care and the education of others.”

   **Components**
   - knowledge and application of basic sciences
   - open minded, analytic approach to acquire new knowledge
   - access and critically evaluate current medical information and scientific evidence
   - apply this knowledge to clinical problem solving

3. **Interpersonal Skills and Communication**: “Residents are expected to demonstrate interpersonal communication skills that enable them to establish and maintain professional relationships with patients, families, and other members of the healthcare team.”

   **Components**
   - creation of therapeutic relationship with patients
   - listening skills
   - effective interaction with consultants
   - comprehensive medical record

4. **Professionalism**: “Residents are expected to demonstrate behaviors that reflect a commitment to continuous professional development, ethical practice, and understanding and sensitivity to diversity, and to maintaining a responsible attitude toward their patients, their profession, and society.”

   **Components**
   - demonstrate respect, compassion, integrity, trustworthiness, and altruism in relationships with patients, families, and colleagues
   - commitment to excellence in practice
   - sensitive to cultural, age, gender, and disability issues
   - adhere to high ethical and moral standards and to principles of confidentiality
   - academic integrity
   - informed consent

5. **Practice-Based Learning and Improvement**: “Residents are expected to be able to use scientific evidence and methods to investigate, evaluate, and improve patient care practices.”

   **Components**
   - utilize practice experiences and implement strategies to continually improve the quality of patient care
   - maintain a willingness to learn from and use errors to improve the system or processes of care
   - use information technology and other methodology to access medical information
• support patient care decisions and enhance both patient and physician education
• facilitate learning of others

6. **Systems-Based Practice**: “Residents are expected to demonstrate both an understanding of the context and systems in which health care is provided and the ability to apply the knowledge to improve and optimize health care.”

**Components**

- understand, access, and utilize the resources, providers, and systems necessary to provide optimal care
- knowledge of practice and delivery systems
- apply evidence-based, cost-conscious strategies to prevention, diagnosis, and disease management
- collaborate with other members of the healthcare team to assist patients in dealing effectively with complex systems and to improve systematic processes of care
- advocate for patients within the healthcare system

7. **Osteopathic Manipulative Medicine**: “Residents are expected to know and understand the distinctive practice of osteopathic manipulative medicine which includes the development of visual, palpatory, and biomechanical evaluation techniques that are conducted to improve physical assessments of body disturbances expressed clinically in the neuromusculoskeletal system and in other fundamentally related systems.”

**Components**

- demonstrate competency in the understanding and application of OMT appropriate to the medical specialty
- integrate osteopathic concepts and OMT into the medical care provided to patients as appropriate
- understand and integrate osteopathic principles and philosophy into all clinical and patient care activities

Residents experiencing deficiencies will be expeditiously counseled, and a plan to correct such deficiencies will be developed.

All residents whose performance is deemed satisfactory will be notified of advancement in the eighth month of the current contract year.

Upon completion of the Graduate Medical Education program, each resident will receive a certificate from RH.
Due Process

Remediation

Residents who are not performing satisfactorily based on the standards and evaluation procedures must be immediately notified, and a written plan describing deficiencies and expectations must be developed. Examples of corrective actions include special assignments, direct supervision, repeating rotation(s), or, in severe cases, academic supervision. The Program Director in each program has the authority to initiate corrective actions, and develop and monitor the plan. The plan of action should be specific and include measurable objectives.

Academic Supervision/Suspension

If remediation efforts have been unsuccessful, the Program Director has the authority to place individuals on academic supervision or suspend them. A letter of academic supervision will be provided to the resident that will include the following:

- the specific reason for academic supervision;
- duration of the academic supervision (not generally less than 60 days, or more than six months);
- expectations;
- what will be done to assist the individual in meeting expectations;
- mechanism of evaluation to determine improvement;
- and consequences if expectations are not met.

Written feedback must be provided at least monthly to the resident during the academic supervision period.

Dismissal

Dismissal may be considered for residents who have been unsuccessful in correcting the deficiencies that prompted academic supervision. A recommendation for dismissal may be made by the Program Director, and requires the support of the appropriate departmental committee (Medicine – Clinical Competence Committee; Family Medicine – Faculty Committee; Obstetrics/Gynecology – Faculty Committee; or Transitional Year – Clinical Competence Committee).

Prior to dismissing a resident except for cause as outlined below, a Program Director must verify that the resident was notified in writing of his or her performance problems, was given the opportunity to remediate his or her deficiencies, and was provided feedback on his or her efforts.

Automatic dismissal or suspension may be considered for the following causes:

- misrepresentation of facts or falsification of employment documents;
- conviction of a felony while enrolled in the residency program;
- failure to comply with or satisfactorily complete terms outlined in the Resident Manual;
- or for just cause as defined in RH’s Personnel Policy No. 143 – Dismissal.
If termination is recommended, the resident will be informed both verbally and by certified mail return receipt requested. Within 10 days of written notification, the resident may request a hearing with representation, if so desired, by a person of the resident’s choice. The hearing will be scheduled as promptly as possible. The Hearing Committee will be comprised of the Program Director, CAO, Department Chair (if different from Program Director), CMO, and Assistant Vice President/Human Resources. The decision of the majority will be considered binding and conclusive.

A resident who is terminated will receive his or her stipend up to the day on which notice of termination was sent. Any unused vacation to that date shall be paid. At termination, the resident forfeits all rights to any other benefits from RH. If the decision to terminate the resident is rescinded or modified following review of written comments or a hearing, the decision shall also state which rights, including compensation, shall be restored.

If the resident incurs incapacitating illness or disability and is unable to perform assigned duties for a period of three months, the CMO may terminate the appointment by notifying the resident in writing, or, at the recommendation of the Program Director, the resident may be placed on a leave of absence.

**Non-Renewal**

Non-renewal must be based on the criteria established for dismissal. With rare exception, the Program Director will provide the resident with a written notice of intent not to renew a current contract no later than four months prior to the end of the contract.

**Delay of Advancement**

The resident must meet all criteria outlined by the respective specialty boards and residency accrediting bodies for advancement to the next year of training. Occasionally, the Program Director may believe that a resident has the potential for advancement, but requires more time than that usually allotted for attaining that level of competency. The resident and Program Director may then establish a longer timeline to accomplish the necessary competencies. Planning should be consistent with specialty board policies. Areas of deficiency and means to overcome these deficiencies should be documented in the resident’s file.

Every effort will be made by Program Directors to provide up to four months notice of intent to delay advancement in those situations when delay of advancement is considered appropriate.

**Resident Grievance**

In the event of a concern regarding any aspect of his or her RH experience, the resident should first address the concern with his or her mentor or Program Director. If the resident does not perceive that the issue has been adequately addressed, the resident should present the concern to the Chief Academic Officer. Major concerns that cannot reach resolution may be brought to the Hearing Committee, comprised of a Program Director, CAO, and CMO, that will serve as the final arbiter of the grievance.
The Program Director serving on the Committee would routinely be the resident’s Program Director. If the grievance involves an issue that may present a conflict of interest for the resident’s Program Director, then a Program Director from another department would be appointed by the CMO to serve on the Hearing Committee.

Resident Council

The Resident Council provides an organized system for residents to communicate and exchange information about their working environment and educational programs. One representative from each program is elected by his or her peers to serve a one-year term. The Resident Council holds quarterly meetings.

Quality Care and Improvement Programs/JCAHO Compliance

Residents receive instruction and participate in appropriate components of RH’s performance improvement programs. This is an important component of the Practice-Based Learning competency. Such programs support patient safety and prepare residents for their key role in quality improvement in their future careers. Complications and deaths are reviewed, and medical records are evaluated as part of this process. Whenever possible and appropriate, autopsies representing an adequately diverse spectrum of diseases are performed. Medical records are available at all times and document the course of each patient’s illness and care.

GMEC will review each residency training program’s processes for quality improvement, including tools and measures for improvement in the educational program, and in the quality and safety of patients who are cared for by resident trainees. The CMO or delegate from the Department of Quality and Safety, who oversees hospital quality initiatives, will serve as a member of GMEC. It is recognized that RH’s governing board assures support for quality surveillance of GMEC. Effective communication between the GMEC and the board of directors occurs. All GMEC minutes are reviewed by the Medical Staff Executive Committee, and an annual report of GMEC functions is provided to the board’s Joint Conference Committee. In addition, the responsibilities for supervision of resident trainees are provided to all Medical Staff members.

In compliance with JCAHO requirements, the mechanisms by which residents are supervised by Medical Staff members in carrying out patient-care responsibility are specified. Staff supervision is described in the section Supervision of Residents. In addition, specific departmental regulations regarding staff supervision and resident job descriptions are available for review within the training department.

Compliance with HIPAA Requirements

Residents in training are characterized under the federal Health Insurance Portability and Accountability Act (HIPAA) requirements as “members of the work force of the covered entity.” As such, The Reading Hospital has the obligation to assure compliance with HIPAA regulations.
All new residents receive HIPAA training during their orientation program. The resident is expected to learn and apply the principles of patient privacy as defined under HIPAA regulations. The resident has ongoing access to information on HIPAA privacy regulations, and may contact the Hospital's HIPAA Compliance Officer at any time. Access to this information is available on the Hospital's Intranet.

Details of the Hospital’s HIPAA Policies and Procedures are available on the Intranet under the section on Policies and Procedures. Program Directors are responsible to regularly assess the resident’s understanding of HIPAA privacy regulations.

The Reading Hospital maintains Business Associates Contracts with cooperating private ambulatory training sites as required by the ACGME and AOA.

**Licensure and Certification**

**Graduate License**

- All persons enrolled in graduate medical training in Pennsylvania must hold a graduate license even if an unrestricted license to practice medicine is also held.

- A graduate license empowers the licensee to participate in graduate medical training within the complex of the hospital to which the licensee is assigned and any satellite facility or other training location utilized in the graduate training program.

- The license is valid for 12 consecutive months. If training is to continue after 12 months, the graduate license must be renewed.

- The Commonwealth of Pennsylvania issues a standard application form for processing graduates of US and Canadian medical schools. The application is self-explanatory. There is a separate form for graduates of foreign (unaccredited) medical schools. There is also a form to renew a license.

- RH pays the fee for the graduate and the renewal licenses. Copies of the forms are available in each Program Director’s office. All forms must be completed and the license issued before commencing resident education.

**License to Practice Medicine without Restriction**

Following are some of the eligibility requirements for a “license to practice medicine without restriction” for graduates of Accredited and Unaccredited Medical Schools as required by the Commonwealth of Pennsylvania State Board of Medicine. Osteopathic physicians must meet similar requirements of the State Board of Osteopathic Medicine. Refer to the specific application for forms and further details.

**Requirements for Accredited and Unaccredited Medical Schools**

1. Graduation from a medical college.
2. Application and application fee. (The applicant is responsible for the fee.)
3. If your name on any part of the application or any other document submitted in connection with the application is different from your present name, submit a copy of the document indicating the name change (i.e., a marriage certificate).


5. Verification of ACGME or AOA-Approved Graduate Medical Training.

6. Verification of Medical Education to be forwarded by the medical school directly to the State Board of Medicine or the State Board of Osteopathic Medicine.

7. For allopathic physicians: graduates of accredited medical colleges (US and Canadian) must have two years of approved graduate medical training; graduates of unaccredited medical colleges (foreign) must have three years of approved graduate medical training. For osteopathic physicians: an approved DO internship is required.

8. Proof of a passing score on an examination acceptable to the Board, one or a combination of the following (see application for specifics):
   a) National Board Examination;
   b) Flex;
   c) United States Medical Licensing Examination;
   d) Qualifying Examination LMCC;
   e) A state board examination.

9. Letter of good standing from all states where you have ever held a license to practice medicine. A letter is required whether the license is current or has expired, and must be sent from state board to state board.

10. If you hold or have held a license without restriction to practice medicine in another state, provide an official notification of information from the National Practitioner Data Bank.

11. Curriculum Vitae of all activities since graduation from medical school.

Additional Requirements for UNACCREDITED Medical Schools

12. Proof of completion of four academic years totaling at least 32 months and 4,000 hours of instruction in medical curriculum, as well as 72 weeks of clinical rotations in an institution which has a graduate medical training program in the clinical area for which credit is sought — or, if the institution is not within the United States, is either part of a medical college or has a formal affiliation with a medical college. Documents must be in English or an official translation, and must be submitted to the State Board of Medicine directly from the medical school.

13. Verification of ECFMG Certification must be current and valid.

14. If you completed an approved Fifth Pathway Program, a notarized copy of the certificate must be submitted.
Testing and Treatment of Medical Conditions for Residents in Training

Self-diagnosis and prescription or “curbside” medical assessment of colleagues and friends does not constitute optimal health care. The Reading Hospital training programs support a lifelong approach to the receipt and practice of medical care. Therefore, the GME Committee dissuades resident physicians from participating in such activities.

The GME Committee encourages all residents to obtain a primary care provider soon after beginning their training. If an acute medical condition arises and the resident has not yet acquired a primary care provider, or the provider is not readily available, the resident may use Employee Health Services at The Reading Hospital, or seek attention from a faculty member in the Family Health Care Center.
Resident Policies

The Hospital’s Graduate Medical Education Committee reviews GME policies on a regular basis in compliance with ACGME recommendations. Revisions are made to existing policies as needed.

When a GME policy is revised, the revised policy will be e-mailed to residents by the GME Coordinator, and the subsequent Resident Manual will be updated accordingly. Residents with questions about the currency of a policy should contact the appropriate Program Director or GME Coordinator.

Background Check Policy for Residents

It is the responsibility of Reading Hospital to abide by Federal regulations established to protect children and the elderly in medical institutions. As with all employees of Reading Hospital, background checks will be performed for all new residents accepted to the Hospital’s training programs. The institution also acknowledges its responsibility to protect the rights and privacy of its employees.

The following procedure will be followed for all residents admitted to the Hospital’s training programs:

- The individual’s name and date of birth will be processed with the state databank, which will provide a record of any felonies and misdemeanors committed.
- All individuals who have not been Pennsylvania residents* in the past two years must undergo an FBI background check. Fingerprints will be obtained through the local State Police office and will be forwarded to the Harrisburg State Police office where they will be reviewed against FBI files. If there are no findings, the card would be destroyed and there will be no permanent record of these fingerprints.
- If an offense is discovered which had not been reported to the Electronic Residency Application Service (ERAS) and the Pennsylvania State Licensing Board, potential grounds exist for dissolution of the employment contract and dismissal of the resident. Resident’s rights would be protected through the Resident Grievance Policy.

*Pennsylvania residents — renting, leasing, or owning property in Pennsylvania which one uses as primary residence, paying Pennsylvania state and local taxes, having registered property including an automobile in Pennsylvania, possessing a current Pennsylvania driver’s license, registered to vote in Pennsylvania. An individual would be considered a Pennsylvania resident if he/she is a student in a Pennsylvania university and has a Pennsylvania mailing address.
Cafeteria Food Availability after Hours

There are several locations to purchase food on the Reading Hospital campus and they include the following areas:

- Healthplex Café  6:30 a.m. to 4:00 a.m., seven days per week
- Cafeteria   6:30 a.m. to 7:00 p.m., seven days per week
- Patio Grille   6:30 a.m. to 2:00 p.m., Monday through Friday

A small variety of snacks and beverages (such as fruit, crackers, pretzels, water, and soda) are available in the R3 Resident Lounge daily. Vending machines are located near the Cafeteria/Education Center and outside the public snack bar on E-Ground.

Cell Phone Policy

This policy applies to employees of Reading Hospital (RH), Reading Professional Services (RPS) and Berkshire Health Partners (BHP).

A. RH, RPS and BHP have a network in place which includes but is not limited to computers, pagers (beepers), smartphones, fax machines, copy machines, DVD players, printers, modems, compact disk players, e-mail systems, data communication links, Internet access, intranet access, and various operating systems, applications, and utility software (collectively, "Information Systems"). All of these components make up our electronic information systems, which are essential for the efficient operation of our business. This policy applies to all users (employees and non-employees) of RH Information Systems. Unless otherwise indicated, this policy applies to both internal RH e-mail and e-mail sent over the Internet.

For purposes of this policy, the term "communications" includes all forms of electronic communications, including but not limited to, e-mails, voicemail messages (whether or not stored), intranet and Internet use, letters, notes, text messages, instant messages ("1M"), audio and music files, voicemail messages, audio or other voice messages, still or video photographs and files, pictures, graphics and other images, and all other files of any nature or description. When RH's Information Systems are utilized for electronic communications, the electronic communications become the property of RH, and employees have no expectation of privacy in any such communication.

B. All RH Information Systems and all communications and information transmitted by, received from, or stored in these systems are the property of RH and, as such, are to be used for business use. No employee may permit any non-employee (such as former employees, family members, friends, clients, etc.) to access or use any of RH's Information Systems for any purpose, regardless of location. For example, if an employee is permitted to use a Hospital-issued computer or electronic device at home, no family members or persons other than that employee are permitted to use that computer. User IDs and passwords assigned to gain access to RH's information systems are the equivalent of a legal signature. Users are accountable for all work done under their designated user 10 and password. Individuals will not disclose user
IDs and passwords or attempt to obtain the user IDs and passwords of others unless required by IMS personnel in the course of their business. If a user has any reason to believe that the confidentiality of his or her password has been compromised, the password should be changed immediately and reported immediately to their manager. An employee may not access another employee's computer, voicemail or e-mail account without prior, written authorization from management.

C. To ensure compliance with this policy, the Hospital has exclusive control over the use of its Information Systems and has the right to monitor the access to and use of its Information Systems at any time, with or without notice. No electronic communications created, sent, transmitted, received, displayed, downloaded, stored or accessed from or on the Hospital's computer, voicemail, e-mail and other electronic systems, are "private" or free from monitoring, despite any such designation by the sender or the recipient. Even so, these communications still should be treated as confidential Hospital information and accessed only by the intended recipient. The Hospital reserves the right to review, accept, monitor, intercept, delete and/or disclose, without further notice or permission, any communications created, sent, transmitted, received or stored in its computer, voicemail and email systems - including an employee's "personal" storage directory, files or e-mail - at its discretion in the ordinary course of business. At any time Hospital may, in its sole discretion, review and/or delete any "personal" files from its Information Systems, without notice.

D. No iPods, iPads, personal pagers (beepers), cellular/portable telephones of any kind, personal computers, blue tooth devices, cameras, video cameras, all picture-taking devices, or other non-Hospital-issued electronic devices are permitted while on duty at any time. Further, employees who choose to bring any personal electronic device onto RH, RPS or BHP property do so with the express understanding that their personal electronic devices are subject to search by the Hospital at any time. Bringing a personal electronic device onto RH, RPS or BHP property represents an employee's understanding of and consent to this policy. It is also the policy of the Hospital that all employees are to abide by all national, state and local laws regarding cell phone usage while using Hospital-owned vehicles. Clinicians who do possess their own smart devices will have the opportunity to add hospital smart device applications to their devices to help improve communications between the clinician and the organization. Clinicians who participate in adding hospital sponsored smart device applications will be required to adhere to hospital security settings that are applied to hospital smart devices.

E. Any unauthorized use of the Internet is strictly prohibited. Unauthorized use includes, but is not limited to, connecting, posting, or downloading pornographic, obscene or offensive material; computer "hacking" and other related activities, or attempting to disable or compromise the security of information contained on RH's Information Systems. As much as possible, the Hospital has blocked access to websites that contain pornographic material. However, the World Wide Web changes on a daily basis. Users who find new sites that the Hospital has not yet blocked are required to refrain from using such sites and report such sites to the appropriate individuals in RH's Information Management Services Department. Additionally, employees cannot
place or post on the Internet (including social media websites), or otherwise access or
transmit, any copyrighted materials, confidential, proprietary or trade secret
information of RH, RPS or BHP, including, but not limited to, information concerning
RH, RPS or BHP’s finances, business operations, patients, vendors, services, and
product development efforts. Employees cannot place or post on the Internet
(including social networking websites), or otherwise access or transmit, any
information that would violate the Hospital rules regarding patient confidentiality
and/or HIPAA.

All content posted on the Internet is to be viewed as public information. Because
postings and participation in "chat rooms" or discussion groups may display RH, RPS
or BHP's name, address or other identifying information, employees cannot post
messages or engage in discussions on the Internet while using RH's Information
Systems. Additionally, use of RH, RPS or BHP's brand or logo is prohibited on
personal webpages/websites without the prior written consent from the Chief
Executive Officer (CEO)/designee.

The content of all recruiting efforts, business and financial postings, press releases,
changes to the Hospital's website(s), and the posting of any other Hospital
information, may be done only by authorized personnel and must be pre-approved by
the appropriate management individual.

Reproduction of information posted or otherwise available over the Internet or the
World Wide Web may be done only by express permission from the owner of such
rights. A copy of such consent or associated license shall be forwarded immediately
upon receipt to RH's Information Management Services Department. Employees also
should understand that information posted or viewed on the Internet may be owned
by another party and protected by patent, copyright, trade secret or other intellectual
property rights. As a general rule, if an employee did not create material, does not
own the rights to it, or has not gotten authorization for its use, the employee is
prohibited from using or storing such materials on RH's Information Systems.
Employees also should ensure that any person sending any material over the Internet
has the appropriate distribution rights. Employees are permitted to print out Web
pages and to download material from the Internet for informational purposes as long
as the purpose for such copying falls into the category of "fair use." Employees
should not copy or disseminate material that is copyrighted. Employees having any
questions regarding such materials should contact RH's Privacy and Security
Coordinator.

F. The Hospital strives to maintain a workplace free of harassment and sensitive to the
diversity of its employees. Use of RH's Information Systems must comply with all
other Hospital policies. This includes, but is not limited to, Hospital policies prohibiting
unlawful discrimination and harassment, retaliation, inappropriate conduct, etc. In
particular, harassing, offensive, obscene or sexually explicit, defamatory, demeaning
or disruptive messages or content may not be created, sent, transmitted, received,
accessed, downloaded or stored by any employee. Similarly, engaging in any
unauthorized transactions that incur a cost to Hospital or initiate unwanted Internet
services or transmissions violates this policy.
G. Employees may not access RH's Information Systems to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

H. A violation of any portion of RH's Information Systems Policy will result in discipline, up to and including termination. Additionally, the employee may be subject to litigation, personal liability and possible criminal action. If an employee has knowledge of any misuse of RH's Information Systems or violations of this policy, he or she must notify management immediately.

**Use of Chaperones during Physical Examinations**
Updated July 2017

The presence of a chaperone during appropriate aspects of the physical examination offers reassurance to the patient of the professional character of the exam, and demonstrates respect for the concerns and vulnerability of the patient.

The following approaches are recommended at Reading Hospital:

- Appropriate use of gowns, gloves, private facilities for undressing, sensitive use of draping, and clear explanations of various components of the physical examination.
- Information should be transmitted to patients in each healthcare setting that patients are free to make requests for a chaperone.
- An authorized health professional should serve as a chaperone whenever possible. This individual should have received instruction in patient privacy and confidentiality issues.
- Offering information of a sensitive nature should be minimized during the time in which the chaperone is present. A separate opportunity for private conversation between patient and physician should be allowed.
- A chaperone should be utilized during the examination procedures below, even if the examining resident is the same gender as the patient.
  1. A female chaperone should be used in all cases of pelvic examination.
  2. A female chaperone should be used in all cases of breast examination.
  3. A chaperone may be offered in all cases of testicular or rectal examination in men.
- Documentation of the chaperone’s presence, including the name of the chaperone, should be placed in the medical record.
Residents in training may wish to participate in an educational experience outside of the United States. This experience may offer the opportunity for the development of curricular competencies which would not be readily available during an experience at Tower Health System or within the continental United States. In addition, residents and staff may wish to participate in clinical experiences that support populations who are medically underserved and in dire need of care.

1. **International clinical experience is an elective component of the residency training curriculum, and Tower Health System faculty member serves as supervisor**

   **LEVEL I ~ (Curricular credit and continuation of all program benefits)**

   a. Resident and Program Director should review the opportunity and establish the educational value of the experience. In addition, they should establish that there is not undue risk to the resident, relative to the value of the experience.
   
   b. A curriculum should be established.
   
   c. A letter of agreement should be created, using the standard format for away rotations. This agreement establishes the dates, nature of experience, supervisor, and financial arrangements including source of salary and malpractice during the experience.
   
   d. Malpractice coverage should be established – The resident may request coverage through Tower Health System, but this will need to be approved by the Chief Executive Officer (see details below*). Alternatively, the program may offer malpractice coverage or waive any possibility of a malpractice suit. This should be outlined in the letter of agreement.
   
   e. Prior to signing the agreement, the plans for the experience should be reviewed with the Chief Academic Officer (CAO), and the experience should be approved by the Chief Executive Officer (CEO).
   
   f. Time away would routinely be considered a part of the resident’s work experience. However, the resident must work with the program director to ensure that all other requirements of the program can be met.
   
   g. Prior to the rotation, the resident should review with Human Resources the benefits for personal health insurance when outside of country.
   
   h. Because this is part of the training experience and because the resident and staff are serving as representatives of Tower Health System in providing “good will” efforts to those in need, workman’s compensation would be extended to resident and staff during the work component of the international training experience.
   
   i. The resident will be required to purchase emergency evacuation insurance if not provided by the sponsoring agency (either by sponsoring agency or independent insurer) and provide proof of coverage prior to the trip. The trainee and program director will assure that any licensure requirements for the international site have been met. This information will be included in the agreement between the host site and Tower Health System program.
2. International clinical experience is not a component of the residency training curriculum, but resident joins Tower Health System faculty member on an international experience to provide medical care to an underserved population.

**LEVEL II ~ (No curricular credit but continuation of all program benefits)**

*Note that this option should rarely be considered in favor of option 1. Threshold for approval is very high.*

a. Resident and Program Director should review the opportunity and establish that the experience is appropriately supervised and does not create undue risk to the resident, relative to the value of the experience. Faculty member will provide a significant oversight role in the resident experience.

b. Because a TRHMC faculty is supervising the clinical experience, the resident may be able to claim educational experience (procedural skills and or clinical encounters), at the discretion of the Program Director and TRHMC faculty.

c. Malpractice coverage should be established – The resident may request coverage through TRHMC, but this will need to be approved by the CEO (see details below*). Alternatively, the program may offer malpractice coverage or waive any possibility of a malpractice suit. This should be outlined in the letter of agreement.

d. Plans for the experience should be reviewed with the CAO, and the experience should be approved by the CEO.

e. Time away would routinely be taken from “PTO time” (vacation or IPA), although resident may use conference or other time not required to meet requirements of Tower Health System, specialty board, or accrediting, at the discretion of the program director; if elective time is utilized, the program director must ensure that total work time and experience for the resident meets requirements by all appropriate accrediting bodies.

f. Prior to the rotation, the resident should review with Human Resources the benefits for personal health insurance when outside of country.

g. If not provided by the sponsoring agency, Tower Health System will arrange insurance coverage for emergency evacuation#

h. The trainee will assure that any licensure requirements for the international site have been met. This information will be established by the program director before requesting malpractice coverage from Tower Health System.

i. The resident will be required to purchase emergency evacuation insurance if not provided by the sponsoring agency (either by sponsoring agency or independent insurer) and provide proof of coverage prior to the trip#

3. International clinical experience is a component of the residency training curriculum, but the resident is not accompanied by a faculty member.

**Level III ~ Curricular credit and continuation of all program benefits; given absence of Tower Health System faculty, the resident and program director must meticulously defend the value of the rotation, credentials and reliability of the supervisor in assuring that curricular goals and objectives are met.**

a. Resident and Program Director should review the opportunity and establish that the experience is appropriately supervised and does not create undue risk to the
resident, relative to the value of the experience. A clear rationale for the experience should include the import of the experience for the resident's future career goals and the limitations of experiences at Tower Health System and in the continental United States.

b. A curriculum should be established.

c. A letter of agreement should be created, using the standard format for away rotations. This agreement establishes the dates, nature of experience, supervisor, and financial arrangements including source of salary and malpractice during the experience.

d. Malpractice coverage should be established – The resident may request coverage through Tower Health System, but this will need to be approved by the CEO (see details below*). Alternatively, the program may offer malpractice coverage or waive any possibility of a malpractice suit. This should be outlined in the letter of agreement.

e. Because this is part of the training experience, workman's compensation would routinely be extended to resident during the work component of their international training experience, but this must also be approved.

f. Plans for the experience should be reviewed with the CAO, and the experience should be approved by the CEO.

g. Time away would routinely be considered a part of the resident's training experience. However, the resident must work with the program director to ensure that all other requirements of the program can be met in the established residency timeframe. Prior to the rotation, the resident should review with Human Resources the benefits for personal health insurance when outside of country. The resident will be required to purchase emergency evacuation insurance if not provided by the sponsoring agency (either by sponsoring agency or independent insurer) and provide proof of coverage prior to the trip. The trainee and program director will assure that any licensure requirements for the international site have been met. This information will be included in the agreement between the host site and Tower Health System program.

4. **International clinical experience is not a component of the residency training curriculum, and the resident is not accompanied by a faculty member.**

   **LEVEL IV (No curricular credit and no institutional or program benefits)**

   a. The experience is at the sole discretion of the resident and it should be clearly established that the experience is in no way related to the resident's relationship with Tower Health System. The resident is strongly advised to review the risk/benefit of the experience with his/her mentor or program director.

   b. There will be no malpractice or workman’s compensation coverage through Tower Health System; if the resident believes that there are extenuating circumstances that would warrant such support, he/she should review with the program director and provide a formal request to the CAO and CEO.

   c. Time away will be assigned to “PTO time” (vacation or IPA)

   d. Prior to the rotation, the resident should review with Human Resources the benefits for personal health insurance when outside of country.
e. It is advised that the resident carefully review any licensure requirements and support for emergent situations, which may be provided by the host organization.

* The Hospital is self-insured for malpractice. The program provides coverage of the volunteer activities if the professional services are rendered after first obtaining the prior written approval for coverage of the volunteer activities from the Chief Executive Officer of the Hospital or his designee. If volunteer activity is considered, approval of that activity (whether outside the United Stare or not) should be obtained in writing from the Hospital’s Chief Executive Officer or designee.

* Residents may receive funding support for the emergency evacuation insurance through their Education Fund allotment. Cost is estimated to be approximately $3-4 per day. Example of an independent insurer: https://gallaghercharitable.ajg.com/

* Note that decision making for such elective rotations should be based solely on the learning goals of the resident and should not be impacted by program or faculty interests.

Resident Physician Wellness

Depression and other mental health issues occur frequently during training. The Tower Health System offers access to emergency and routine mental health services for physicians. We do so without regard to any discriminatory issues, including the availability of funds. All access is confidential, within the confines of the law.

- During business hours, the physician should call or submit information to set up a confidential appointment. The phone number is 484-628-9898. If preferred, there is a secure website to submit information: www.readinghealth.org/physicianwellness

If the situation is an emergency, the physician should present to the Emergency Room, or call 911. Once in the emergency room, the physician will have a mental health evaluation and be referred to the appropriate level of care. There are times when the resident physician may desire care outside of the Tower Health System, or even outside of the Reading area. The referral line is answered by members of the Department of Psychiatry, either Ms. Margie Werner, Ms. Nancy Manwiller, or Dr. Kolin Good. These professionals can assist with the appropriate referral to the provider that is best suited to the resident physician’s needs.

Physician Well-Being

The problem of impairment is complex, and the investigation and hearing process is not usually appropriate in this situation. The American Medical Association defines the impaired physician as “one who is unable to practice medicine with reasonable skill and safety to patients because of a physical or mental illness, including deterioration through the loss of motor skills, or excessive use or abuse of drugs, including alcohol.” This policy
and the steps to be taken are intended to provide some overall guidance and direction on how to proceed when confronted with a potentially impaired physician, and are taken from a template provided by the Pennsylvania Medical Society.

Tower Health Medical Staff believes that the key to a successful rehabilitation program is not only to provide an educational program for residents regarding physician impairment, including substance abuse, but also to structure its program in a non-coercive, non-disciplinary manner. At the same time, the Medical Staff recognizes its obligation to the patients it serves.

If the degree of impairment of the resident physician may affect the ability of the resident to practice safely, then the individual in question should voluntarily relinquish all privileges. These privileges should be relinquished until it has been determined that it is safe to restore them. The individual shall still be a member of the residency staff, but without privileges.

The CAO and the CMO, in consultation with the Medical Staff Health Committee, shall evaluate and investigate all reports regarding:

- impairment of the physician’s ability to practice with reasonable skill and safety;
- serious mental, emotional, or physical problems;
- alcohol or drug abuse;
- unethical conduct.

If the validity of the complaint is substantiated, the CAO and the CMO shall attempt to obtain agreement by the resident physician about the nature of the problem and his/her consent to participate in a rehabilitation program tailored to meet the resident physician’s specific situation.

If the resident physician agrees to participate in a rehabilitation program, the Medical Staff Health Program will then arrange for a suitable program. If the resident does not agree to participate fully in the Physicians Health Program, the Program Director shall take action as described in the Resident Manual under Due Process.

As a general principle, we provide emergency intervention for any interns or residents who are members of the House Staff of Reading Hospital. We do so without regard to any discriminatory issues, including the availability of funds.

All House Staff, however, are covered by Quest and by the EAP benefits available to members of Quest, and that needs to be taken into consideration.

When a member of the House Staff is either referred, or refers himself/herself for services, they are to call 610-988-8070 and ask in order for the following in terms of availability: the Director of the Department; the Clinical Director of the Center for Mental Health; Director of the Group Center; the Director of Behavioral Health (currently Dr. Good, Dr. MacDonnell, Mr. Heilenman, or Ms. Werner). Any one of those clinicians, who are senior within the
department, will then take the appropriate measures to make certain that the House Staff person is given the level of care needed. If, on the rare occasion, none of those individuals are available, the House Staff person or the person making the referral may call the administrator for the Center for Mental Health (currently Mr. Hehn) who will then make the most suitable arrangements for services.

When individuals refer themselves for services, complete confidentiality will pertain, as with any other patients who present themselves.

When an individual is referred by a supervisor or by the Director of a department because of administrative reasons, feedback to the referral source will be made after appropriate informed consent has been given by the House Staff person.

The House Staff person will be eligible for three sessions under EAP and subsequently 20 sessions per year under Quest.

For those individuals who are not covered under Quest, who may be covered under other insurance such as the spouse’s insurance, the appropriate limitations will apply. However, in those cases where more service is needed, the coverage issues associated with the case will be reviewed with Administration and the Department Chair for resolution.

On those rare occasions when a member of the House Staff needs more intensive care or hospitalization, all efforts will be made to respect the confidentiality of the individual, and, unless it is an extreme emergency, give that person the option of going to another hospital, preferably in the Quest system.

In those cases where the primary issue is drug and/or alcohol, the appropriate referral will be made. In addition, referral will be made to the Pennsylvania Medical Society Physicians Health Committee for appropriate monitoring and testing. The reporting to PHP will be done through the CMO’s office through the PHP Committee of the Hospital.

The above points refer to services within the Department of Psychiatry at Reading Hospital. Clearly, there is also the option of being seen outside the department at places such as DGR, Spring Psychological, and other appropriate providers. It is anticipated that the issue of where the individual gets services will include not only the use of internal resources, but also the use of community providers.

**Duty Hours**

All RH residency programs have adopted ACGME and AOA Standards for Resident Duty Hours. The residents’ on-call schedule is coordinated through the respective Program Directors.

**Resident Duty Hours**

- **Maximum Hours of Work per Week**
  - 80 hours per week, averaged over a four week period, inclusive of all in-house call activities and educational activities, clinical work done from home, and all moonlighting.

- **Mandatory Time Free of Duty**
Residents must be scheduled for a minimum of one day (24 hours) free of
duty every week (when averaged over four weeks). At-home call cannot be
assigned on these free days.

- **Maximum Duty Period Length**
  - Clinical and educational work periods for residents must not exceed 24 hours
    of continuous scheduled clinical assignments.
  - 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.

- **Transitions of Care**
  - It is essential for patient safety and resident education that effective
    transitions in care occur. Residents may be allowed to remain on-site in order
    to accomplish these tasks; however, this period of time must be no longer
    than an additional four hours.
  - Residents must not be assigned additional clinical responsibilities after 24
    hours of continuous in house duty.
  - In unusual circumstances, residents, on their own initiative, may remain
    beyond their scheduled period of duty to continue to provide care to a single
    patient. Justifications for such extensions of duty are limited to reasons of
    required continuity for a severely ill or unstable patient, academic importance
    of the events transpiring, or humanistic attention to the needs of a patient or
    family.
  - Under those circumstances, the resident must: appropriately hand over the
    care of all other patients to the team responsible for their continuing care;
    and
  - Document the reasons for remaining to care for the patient in question and
    submit that documentation in every circumstance to the program director.

- **Minimum Time Off between Scheduled Duty Periods**
  - All residents must have 10 hours, free of duty between scheduled duty
    periods.
Upon conclusion of a 20-24 hours shift, trainees shall have a minimum of 12 hours off before return to duty. They must have at least 14 hours free of duty after 24 hours of in-house duty.

Residents in the final years of education must be prepared to enter the unsupervised practice of medicine and care for patients over irregular or extended periods.

This preparation must occur within the context of the 80 – hour, maximum duty period length, and one-day-off-in seven standards. While it is desirable that residents in their final years of education (see http://www.acgme.org/acwebsite/dutyhours/Specialty-specific_DH_Definitions.pdf) have eight hours free of duty between scheduled duty periods, there may be circumstances [as defined by the Review Committee] when these residents must stay on duty to care for their patients or return to the hospital with fewer than eight hours free of duty.

- Circumstances of return-to-hospital activities with fewer than eight hours away from the hospital by residents in their final years of education must be monitored by the program director.

**Maximum Frequency of In-House Night Float**

- Residents must not be scheduled for more than six consecutive nights of night float. The maximum number of consecutive weeks of night float, and maximum number of months of night float per year for each training program should meet the expectations of the respective RRC.

**Maximum In-House On-Call Frequency**

- PGY-2 residents and above must be scheduled for in-house call no more frequently than every-third-night (when averaged over a four-week period).

**At-Home Call**

- Time spent on patient care activities by residents on at-home call must count toward the 80-hour maximum weekly limit. The frequency of at-home call is not subject to the every-third-night limitation, but must satisfy the requirement for one day in seven free of clinical work and education, when averaged over four weeks.

- At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each resident.

- Residents are permitted to return to the hospital while on at-home call to provide direct care for new or established patients. These hours of inpatient patient care must be included in the 80-hour maximum weekly limit.
• **Duty Hour Exceptions**

A Review Committee may grant exceptions for up to 10% or a maximum of 88 hours to individual programs based on a sound educational rationale.

- In preparing a request for an exception the program director must follow the duty hour exception policy from the ACGME Manual on Policies and Procedures.

- Prior to submitting the request to the Review Committee, the program director must obtain approval of the institution’s GMEC and DIO/CAO.

**Implementation:**

It is The Reading Hospital's responsibility to promote patient safety and education through duty-hour assignments and faculty availability. The institution will assure compliance to meet these needs in the following ways:

- Program Directors, faculty, and residents will be educated to recognize the signs of fatigue and instructed in the effects of sleep loss and fatigue.

- Program Directors and faculty will monitor resident assignments for those in which work-hour responsibilities or level of intensity are likely to produce sufficient resident fatigue to affect patient care or learning.

- Program Directors will monitor moonlighting and other outside work for pay activities, which will be included in the work-hour calculations.

- The GME office will independently evaluate duty hours. Resident Council members will be queried quarterly regarding rotations that may exceed the standards described above. Under the direction of the GME office, confidential time studies will be performed by residents on those services. Feedback will be provided to the Program Director, and follow-up actions will be requested.

- All residents will be required to sign an agreement supporting the Duty Hours Policy.
- CAO will report semi-annually (June and December) to GMEC on duty-hour compliance.
- An annual report will be provided by GMEC to the governing body on duty-hour compliance.

**Leaves of Absence / Effects**

In lieu of vacation, a resident may wish to consider a leave for a variety of reasons. Such leave requires advance planning and approval of the respective Program Director and Vice President. This program is not normally available to residents in one-year programs, but may be available through extension of the training year.
Residents who have worked at Reading Hospital for at least 12 months are eligible for Family Medical Leave Act (FMLA) benefits. Residents would be eligible for up to 12 work weeks of unpaid leave during any 12-month period for one or more of the following reasons: for the birth and care of a newborn child to the employee; for placement with the employee of a son or daughter for adoption or foster care; to care for an immediate family member (spouse, child, or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition.

Definition of serious health condition may be found at the website: www.dol.gov/esa/regs

Absence beyond six months would routinely result in termination based upon Hospital policies and procedures.

Because educational requirements of Residency Review Committees vary in the amount of time a resident may have off in a given year without extending the length of the program, it is essential that a candidate for a leave of absence for any reason work closely with his or her respective Program Director in order to understand the impact of such a leave on his or her training. Details for each department are available through that Program Director’s office.

**Moonlighting and Other Outside Work for Pay**

**Moonlighting** is defined as work outside of the residency program duties that requires possession of a license without restriction or an interim limited license. Functions that are performed may replace those of another independent licensed practitioner.

**Other outside work for pay** is defined as non-curricular work that does not require possession of a physician license beyond the graduate training license. An example of such work is performing history and physical examinations for an independent licensed practitioner, who assumes supervisory responsibility.

All moonlighting and other outside work for pay must be approved by the Program Director.

The following conditions must be met before “moonlighting” or other outside work is initiated by the resident.

- The resident must be in his/her 2nd year of training or higher
- The resident must be performing in a satisfactory manner in the residency program as defined by the Program Director
- The resident must not have a J-1 Visa status, as such residents are prohibited by the Federal government from any form of moonlighting (Code of Federal Regulations – 22CFR 62.16)
- The outside work should be deemed of educational value by the Program Director
- License without restriction or interim limited license in the state of Pennsylvania (see www.pacode.com/secure/data/049/chapter17) (For Moonlighting Position only)
- Resident assures that total hours worked in curricular and outside work/moonlighting activities does not exceed 80 hours per week
- Adequate professional liability coverage is verified. Resident understands that liability coverage for non-hospital related function is responsibility of the resident and the institution hiring the resident
- Resident understands that Reading Hospital accepts no responsibility for resident malpractice coverage for outside work not involving the institution or its active staff; however, coverage is provided when moonlighting for physicians on the Reading Hospital medical staff

Responsibilities

The resident must notify the Program Director of his or her intent to work outside the program and the nature of the responsibilities.

The Program Director must authorize in writing that he/she is aware that the resident is involved in outside work activity, and must provide appropriate documentation in the resident’s file. A copy must be forwarded to the GME office.

The Program Director will monitor the performance of residents engaged in moonlighting/outside professional activities for the effect of these activities upon resident performance. Adverse effects of these activities upon performance may lead to withdrawal of permission.

The resident and Program Director should clarify liability coverage and obtain approval from Hospital Administration for any institution-related activities. Liability coverage for non-Hospital related functions will be the responsibility of the resident and the institution hiring the resident.

The Reading Hospital accepts no responsibility for resident malpractice coverage for outside work not involving the institution or its active staff.

A resident found to be in violation of this policy may face disciplinary action up to and including dismissal from the training program.

Protected Health Information

Security of Patient Information Policy for Residents ~ Effective November, 2012

No information that identifies a patient (see potential identifiers below) or identifies a patient with our health system or with a medical problem or procedure may be removed by a resident or otherwise leave the grounds and control of the health system. Residents may not download or upload to their personal technology (e.g., laptops, notebooks, smartphones) any of the foregoing patient information. If residents wish to store and access patient information for clinical or education-related reasons, they should place the
information in a document within the health system’s IT system and should remotely access the information when outside the health system through Citrix, which allows encryption protection. If a resident has any questions about this policy the resident should first contact the health system’s Privacy Officer.

**Potential identifiers that must be protected include:**

1. **Names**
2. **All geographical subdivisions smaller than a State, including street address, city, county, precinct, zip code, and their equivalent geocodes, except for the initial three digits of a zip code, if according to the current publicly available data from the Bureau of the Census: (1) The geographic unit formed by combining all zip codes with the same three initial digits contains more than 20,000 people; and (2) The initial three digits of a zip code for all such geographic units containing 20,000 or fewer people is changed to 000.**
3. **All elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older**
4. **Phone numbers**
5. **Fax numbers**
6. **Electronic mail addresses**
7. **Social Security numbers**
8. **Medical record numbers**
9. **Health plan beneficiary numbers**
10. **Account numbers**
11. **Certificate/license numbers**
12. **Vehicle identifiers and serial numbers, including license plate numbers**
13. **Device identifiers and serial numbers**
14. **Web Universal Resource Locators (URLs)**
15. **Internet Protocol (IP) address numbers**
16. **Biometric identifiers, including finger and voice prints**
17. **Full face photographic images and any comparable images**
18. **Any other unique identifying number, characteristic, or code (note this does not mean the unique code assigned by the investigator to code the data)**

**Pharmaceutical Representative/ Conflict of Interest**

The GMEC supports the AMA Code of Medical Ethics, Opinion 8.061, “Gifts to Physicians from Industry” (www.ama-assn.org/go/ethicalgifts). Incoming residents are provided with this information during orientation.

Pharmaceutical representatives will have access to The Reading Hospital only when specifically invited by a physician or Hospital administrator. The time, place, and purpose of pharmaceutical interaction with residents should be clearly defined. The purpose of the interaction should be restricted to topics that enhance resident education or patient care.
Educational sessions after work hours can be arranged at the discretion of the pharmaceutical representative and the individual resident.

Each program will define the process by which pharmaceutical representatives will make contact with residents and staff.

In order to avoid involvement in a conflict of interest, please refer to RH’s Conflict of Interest Policy. (See RH Intranet site, Policies and Procedures, Policy Manager, Administrative Policy No. 10.2 Conflict of Interest.)

**Addressing Accreditation Letters/Citations Requiring Immediate Action**

All ACGME program accreditation letters or copies shall be received by the Vice President/Administration serving on the GMEC, the CMO, the CAO, and the Program Director. A summary of the accreditation letter should be presented at the next GMEC meeting. A timeline for response to the citations should be established by the Program Director and approved by the GMEC.

If upon reviewing the citations, the Program Director, CAO, CMO, or Vice President/Administration believes that an issue should be addressed immediately, a special meeting of those individuals should be arranged. Alternatively, actions may be initiated and then presented for discussion and approval at the next GMEC meeting.

**Program Reduction/Closure**

RH is fully committed to supporting its Graduate Medical Education programs in Family Medicine, Internal Medicine and Preliminary Medicine, Obstetrics and Gynecology, and Transitional Year Medicine. No reduction in program size or program closure is anticipated. In the event of unforeseen circumstances, such as major reductions in residency education funding or inability to support appropriate resident recruitment, consideration for program closure would prompt a formal GMEC review. Discussions with Medical Staff and administrative leadership would ensue prior to any recommendation by the CAO to the Vice President/CMO and the CEO.

In the unlikely event of a planned program closure or reduction of program size, affected residents would be notified immediately. All residents already in the program would be allowed to complete their training at this institution, or, if they prefer, residents would be assisted in enrolling in another ACGME- or AOA-accredited program as appropriate.

**Disaster Response Policy**

In the event of a disaster impacting the Graduate Medical Education programs sponsored by RH, the GMEC establishes the policy to protect the well-being, safety, and educational experience of residents enrolled in our training programs.

The definition of a disaster will be determined by the ACGME, AOA and CPME as defined in its published policies and procedures. Following declaration of a disaster, the GMEC
working with the DIO/CAO and other sponsoring institutional leadership will strive to restructure or reconstitute the educational experience as quickly as possible following the disaster.

As quickly as possible and in order to maximize the likelihood that residents will be able to complete program requirements within the standard time required for certification in that specialty, the DIO/CAO and GMEC will make the determination that transfer to another program is necessary.

Once the DIO/CAO and GMEC determine that the sponsoring institution can no longer provide an adequate educational experience for its residents, the sponsoring institution will to the best of its ability arrange for the temporary transfer of the residents to programs at other sponsoring institutions until such time as RH is able to resume providing the experience. Residents who transfer to other programs as a result of a disaster will be provided by their Program Directors with an estimated time that relocation to another program will be necessary. Should that initial time estimate need to be extended, the residents will be notified by their Program Directors using written or electronic means identifying the estimated time of the extension.

If the disaster prevents the sponsoring institution from re-establishing an adequate educational experience within a reasonable amount of time following the disaster, then permanent transfers will be arranged.

The DIO/CAO will be the primary institutional contact with the ACGME, AOA, CPME and the Institutional Review Committee Executive Director regarding disaster plan implementation and needs within the sponsoring institution.

In the event of a disaster affecting other sponsoring institutions of graduate medical education programs, the program leadership at RH will work collaboratively with the DIO/CAO who will coordinate, on behalf of the Hospital, the ability to accept transfer residents from other institutions. This will include the process to request complement increases with the ACGME, AOA and CPME that may be required to accept additional residents for training. Programs currently under a proposed or actual adverse accreditation decision by the ACGME, AOA or CPME will not be eligible to participate in accepting transfer residents.

Programs will be responsible for establishing procedures to protect the academic and personnel files of all residents from loss or destruction by disaster. This should include at least a plan for storage of data in a separate geographic location away from the sponsoring institution.
Timeline in the event of a disaster

A. Upon the occurrence of the emergency situation and immediately following up to 72 hours:
   1. House staff will be deployed as directed by the leader of the Incident Command Center. Ongoing decision-making regarding deployment of house staff to provide needed clinical care will be based on both the clinical needs of the institution and the safety of the house staff.

   2. Those involved in making decisions in this period are:
      a. Leader of Incident Command Center
      b. Department Chairs
      c. Vice President for Medical Affairs
      d. Designated Institutional Official (DIO)

   3. To the extent possible within the constraints of the emergency, decision-makers shall inform and consult with the Legal Department representative and training program directors.

B. By the end of the first week following the occurrence of the emergency situation, if the emergency is ongoing:
   1. An assessment will be made of:
      a. the continued need for provision of clinical care by house staff;
      b. the likelihood that training can continue on site.

   2. The assessment will be made by:
      a. DIO/CAO
      b. CMO
      c. Leader of Incident Command Center
      d. Legal Department representative

   3. The DIO/CAO will contact the ACGME, AOA and CPME to provide a status report

C. By the end of the second week following the occurrence of the emergency situation, if the emergency is ongoing:
1. The DIO/CAO will request an assessment by individual program directors and department chairs regarding their ability to continue to provide training;
2. The DIO/CAO will request suggestions for alternative training sites from program directors who feel they will be unable to continue to offer training at RH;
3. Those involved in decision making in this period are:
   a. DIO/CAO
   b. Individual Program Directors
   c. Individual Department Chairs
4. House staff who wish to take advantage of the Leave of Absence Policy or to be released from their Contract will be accommodated.

D. During the third and fourth weeks following the occurrence of the emergency situation, if the emergency is ongoing:
   1. Program directors at alternative training sites will be contacted to determine feasibility of transfers as appropriate;
   2. The DIO/CAO will submit program reconfiguration plans to the ACGME, AOA and CPME unless other due dates have been established;
   3. Transfers will be coordinated with ACGME, AOA and CPME;
   4. RH Program Directors will have the lead responsibility for contacting other program directors and notifying the DIO/CAO of the transfers;
   5. The DIO/CAO will be responsible for coordinating the transfers with ACGME, AOA and CPME.

E. When the emergency situation is ended:
   1. Plans will be made with the participating institutions to which house staff have been transferred for them to resume training at RH;
   2. Appropriate credit for training will be coordinated with ACGME, AOA and CPME and the applicable Residency Review Committees;
   3. Decisions as to other matters related to the impact of the emergency on training will be made.

Program Requests for Exception to Weekly Duty-Hour Limit

The ACGME regulations regarding work-hour limits have been adopted by the GMEC and all Program Directors at RH. According to ACGME regulations, a Residency Review Committee may grant exceptions to a program for up to a 10% increase in the 80-hour limit if there is “sound educational rationale.” Prior permission of the institution’s GMEC is required.

The procedure to obtain GMEC permission follows:

- The Program Director will present a summary of current work hours to the GMEC.
- The Program Director will present the limitations of the educational experience resulting from the ACGME-supported duty-hour restrictions.
- The Program Director will discuss alternatives considered to overcome the limitations without increasing duty hours.
The Program Director will present the proposed request to its Residency Review Committee, including the educational rationale for the extension of duty hours, as well as the potential impact upon resident health, quality of patient care, and quality of the educational program.

At least one resident representative of the residency program requesting exception to its weekly duty-hour limit must be present at the GMEC meeting where approval is considered, and should offer the resident opinion regarding the request.

The request will be formally voted upon by the GMEC, and will require a majority affirmative vote for approval.

**Recording of Patient Care**

Reading Hospital may have occasion to videotape, photograph, and/or record patients, visitors, staff, and the general public or to permit such action by others. Such action may be undertaken for the following reasons: education, teaching, quality assurance, security, marketing, communication, or to preserve records of events for Hospital patients or others. When videotaping, photographing, or recording activity on its premises or in which it has a legitimate interest, the Hospital seeks to respect the individual's reasonable expectations of privacy. This Policy will outline the procedures and circumstances under which photographs, video, or audio recordings may be permitted.

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<td>Organizational (Administrative)</td>
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<td>Senior Vice President, Strategy and Business Development</td>
<td>Photography, Videotaping, Cameras</td>
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**SCOPE:**

Applies to Tower Health System and its subsidiary entities, including Reading Hospital (including Reading Health Rehabilitation Hospital), Reading Health Physician Network, and The Highlands at Wyomissing (collectively, “RHS”).

**PURPOSE:**

- To recognize and promote the rights and privacy of patients in compliance with the Health Insurance Portability and Accountability Act and other regulations or standards
• To establish guidelines for situations where patients and other individuals may be or may not be photographed, video or audio recorded within Tower Health System.
• To outline the procedures for requesting/documenting authorization when required and obtaining/storing the recording.

POLICY:
Tower Health System may videotape, photograph, and/or otherwise record members of the workforce, patients, family members, visitors, guests, and the general public, or permit such recordings by others. Reasons for such recordings may include patient safety, care/treatment, education, quality assurance, healthcare operations, and/or marketing/communications.

EXCEPTIONS:
This policy does not apply to recordings:

• In public areas and/or events where there is no reasonable expectation of privacy.
• To secure the safety of patients, visitors, staff, general public, or property. (See Organizational (Administrative) Manual/Environment of Care/Security policy Recording/Surveillance for Safety or Security/Use of Electronic Video Surveillance Equipment https://trh.ellucid.com/documents/view/6080.)
• When there is a reasonable belief of child abuse, elder abuse, sexual assault, domestic violence, and other cases as required by local, state, or federal statutes or laws.
• To monitor patients at risk for harming themselves or others.
• In which the individuals are not identifiable, such as in large group settings, or where the individual is not a focal point of the image, such as certain quality assurance recordings for purposes of health care operations.
• That involve medical imaging, such as MRIs, CTs, etc.
• Used in telemedicine consultations with providers within or outside Tower Health System.

DEFINITIONS:

**Guest:** Any individual who is not a patient, a patient’s family member, or a patient’s visitor but may be a member of the general public, professional videographer/photographer, or a Tower Health System vendor.

**Identifiable:** Recording an individual in such a manner or for such duration that he or she would be easily recognizable when the recording is viewed, or his/her identify is shown or pronounced in the recording.

**Monitoring:** The periodic or constant review of the patient and surroundings through any camera or device.
**Patient:** Any inpatient, outpatient, ambulatory patient, and any other person receiving treatment, testing, therapy at any Tower Health System clinical location, or any individual receiving administrative services as a result of a patient experience.

**Reasonable Expectation of Privacy:** Circumstances where the person being recorded objectively has reason to believe that the activity or image being recorded is private or confidential.

**Recording:** Photographing, videotaping, audiotaping, digital, and/or any other electronic capture of video and/or audio of an individual's image or circumstances for sharing, viewing, or displaying concurrently or in the future.

**Staff Member:** RHS employees and members of the Medical Staff.

**PROCEDURE:**

I. **Patient Care Recordings**

- Patient Care Recordings are the property of Tower Health System.
- Requests for copies of any and all recordings shall be directed to the Health Information Management (HIM) Department.

A. Recordings for Care/Treatment or Identification Purposes:

1. Obtain patient’s signed consent.
2. Recording may only be taken utilizing a Tower Health System approved device or application.
3. Recordings are to be labeled with two patient identifiers (refer to Organizational Patient Identification policy [https://trh.ellucid.com/documents/view/6572](https://trh.ellucid.com/documents/view/6572)) and uploaded to the patient medical record.
4. For recordings that are stored directly on a Tower Health System device, the person taking the recording is responsible for deleting the recording from the device.

B. Recordings for Education, Training, and/or Educational/Research Publication Purposes:

1. Obtain patient’s signed consent.
2. Recordings made for education, training or publication purposes are not considered a part of the patient’s medical record and will be stored in a secure manner.
3. Recording may only be created utilizing a Tower Health System approved device or application.
4. Patient’s identity is to remain confidential.
5. Recordings are to be de-identified and all Protected Health Information (PHI) removed.
6. For recordings stored directly on a Tower Health System device, the person taking the recording is responsible for deleting the recording from the device; purging non-de-identified information
from the device; and ensuring the secure storage, use, and transmission of the information prior to de-identification.


C. Recordings for Quality Improvement or Peer Review Purposes:
   1. Obtain patient’s signed consent.
   2. Recordings made for Quality Improvement or Peer Review purposes are not considered a part of the patient’s medical record.
   3. Recording may only be created utilizing a Tower Health System approved device or application.
   4. Patient’s identity must remain confidential.
   5. Recordings used for Quality Improvement or Peer Review purposes should be deidentified to the extent reasonably possible.
   6. Recordings made for purposes under this section are to be stored in an appropriate, secure Quality Improvement/Peer Review file only; the person making the recording is responsible for deleting the recording from the collection device; purging non-de-identified information from the device; and ensuring the secure storage, use, and transmission of the information prior to de-identification.
   7. Recordings for purposes under this section are subject to the Tower Health System Document Retention and Destruction of Quality Control policy https://trh.ellucid.com/documents/view/6491

D. Recordings for Research Purpose:
   1. May be made for the purposes of research only with approval of the Institutional Review Board and in accordance with approved protocols and patient consent.
   2. Recordings for research purposes will be stored and maintained in the research record, unless the images have a dual purpose, such as care/treatment, education, training, publication, or quality assurance, in which case a copy of the recording will also be maintained in accordance with this policy.
   3. For recordings stored directly on a Tower Health System device, the person taking the recording is responsible for deleting the recording from the device; purging non-de-identified information from the device; and ensuring the secure storage, use, and transmission of the information prior to de-identification.
II. Recordings by Patients, Family Members, or Visitors

A. Non-Clinical Activities:

1. Patients, family members, and visitors may take recordings in permitted areas provided the recording is that of a family member or friend.

2. Recording must not interfere with patient care. Examples of interference with patient care may include but is not limited to:
   a. Recording is not in the best interest of the patient, the organization or any other person.
   b. Recording does not respect the privacy and/or dignity of the patient or others.

3. Patients, family members, and/or visitors are expected to respect the privacy of others and are not permitted to take recordings of other patients or staff members without their verbal consent.

4. If at any time it is felt that recording interferes with patient care and/or is occurring without consent from other patients or staff members, the person responsible for the recording may be requested to discontinue the recording.
   a. Any staff member/health care provider has the authority to request the discontinuation of a recording. This can be done by informing the patient/family member/visitor of their obligation to respect the rights of others, and kindly asking them to refrain from making the recording.
   b. If a patient/family member/visitor is uncooperative and continues with the recording, contact Security for assistance as necessary.
   c. Violators may be asked to leave the premises and, if necessary, local law enforcement officials may be contacted for assistance.
   d. Failure to comply with this request may result in termination of the patient care relationship or other relationship with the organization.

5. At the discretion of RHS, a copy of the recording taken by a patient/family member/visitor may be requested for the record.

6. Recording by a patient/family member/visitor taken under circumstances causing concern to a staff member for any reason should be reported to your immediate supervisor and an incident report submitted per the Incident Reporting policy
   https://trh.ellucid.com/documents/view/6515
B. Requests during Patient Care/Treatment:

1. At times, a patient or authorized representative may request to make a recording for specific uses that may benefit the patient, such as demonstrating wound care or medication administration.
2. Such recordings are permissible provided the healthcare member being recorded verbally consents to the recording.
3. If at any time it is felt the recording interferes with patient care any healthcare member may direct the recording be stopped.

III. Recordings in Labor & Delivery Room (LDR)


IV. Recordings by Employees, Students, Volunteers, and Medical Staff

A. All employees, students, volunteers, and medical staff are prohibited from recording patients, patients' families, and/or patients' visitors for personal use.
B. Employees, students, volunteers, and medical staff may make Recordings of co-workers/guests, events, and Tower Health System locations as personal mementoes provided:
   1. Each co-worker/guest verbally agrees to be recorded.
   2. The Recording does not interfere with patient care or clinical/administrative operations.
   3. The Recording is not altered or presented in a way to defame or embarrass the individuals or organization

V. Mission-Related and Marketing Recordings

A. At times, Tower Health System may wish to make Recordings of patients, family members, visitors, and members of the general public to support business development activities, such as an external marketing campaign or an internal communications program. Staff in the Marketing Department will work with the clinical staff to help identify appropriate individuals, to seek their consent, and to proceed with the Recording.
B. The local media may wish to visit with patients/families and make a Recording to support news or feature stories involving those individuals. These requests should be referred to the Marketing Department. In most cases, these requests will be denied in support of providing an appropriate healing environment. However if granted, Marketing Staff
will escort the media representative, alert clinical staff in advance, and handle the consent process as outlined in this policy.

C. All Mission-Related Recordings:

1. The consent process will be handled by the Marketing Department in coordination with the clinical staff.
2. The completed Recording Consent/Media Release form (RH2130) will be filed in the project file for mission-related projects, or be scanned into the medical record if involving external media.
3. If possible, a copy of the mission-related recording will be provided as a courtesy to the patient/family, along with specific information on when/where it may be publicly displayed.
4. Recordings for these purposes are subject to the Tower Health System Document Retention and Destruction of Marketing Records Policy https://trh.ellucid.com/documents/view/6491

D. Guest-Requested Recordings:

1. Individuals who are not patients or related to patients or visitors of patients may request the ability to take photographs or videos or make other recordings for a variety of purposes.
2. Informal Recordings:
   a. Using the photo applications of cell phones, ipads, etc., should be permitted as long as there are no photos of patients or identifiable staff, visitors, or other individuals involved. The individual may include self and family in these informal recordings.
3. Formal Recordings:
   a. Requests should be referred to the Marketing Department to evaluate each request. The purpose of the Recording, as well as time and location, are essential to approving such requests. Formal Recordings may not occur until officially authorized through this process.
   b. Guests will not be permitted to make Recordings involving patients, family members, or their visitors unless there is a specific reason, approved through Marketing, to do so. Staff members will be asked to provide verbal consent if they are needed for purposes of the Recording.
   c. Professionals who wish to market or sell the Recordings will, in most cases, not be given permission to do so. Again, exceptions will be reviewed and approved via Marketing.
   d. Media permitted on campus to support approved news gathering will be escorted and monitored by staff member. Media who remain off campus and record buildings for background are legally permitted to do so.
e. Vendors and other organizations requesting Recordings to support their marketing/communications initiatives through professional journals and other venues will be required to provide a copy of the Recording and a draft of accompanying material to Marketing Department in advance of production and publication and obtain consent from Tower Health System to assure appropriate branding, positive messaging, and use of all materials in accordance with Tower Health System policies and procedures.

GUIDELINE:

n/a

PROVIDER PROTOCOL:

n/a

EDUCATION AND TRAINING:

- Nurse/Clinical managers are responsible for training staff members.
- Physicians and allied health professionals should be oriented to this policy through their Medical Staff orientation.

REFERENCES:

- Health Insurance Portability and Accountability Act (HIPAA), Standards for Privacy of Individually Identifiable Health Information 45 CFR Part 164
- American Recovery and Reinvestment Act of 2009, Title XIII, Subtitle D.
- Organizational (Administrative) Manual/Information Management/HIPAA Privacy: Social Media Policy

COMMITTEE/COUNCIL APPROVALS:

Risk Management Committee – 6/16/16
Patient Care Committee – 9/6/16

CANCELLATION:

The content of this document supersedes all previous policies/procedures/protocols/guidelines, memoranda, and/or other communications pertaining to this document.
Right to Know/Hazard Communication

A copy of the Right to Know/Hazard Communication Standard Manual is kept in the office of the Director of Environmental Services. This manual contains essential regulations pertinent to the Right to Know Law and specific laws regulated by the Pennsylvania Department of Labor and Industry regarding the use of hazardous chemicals at RH.

Sexual Harassment

Sexual harassment on the job will not be tolerated. Immediate action shall be taken against any individual who sexually harasses any person on RH’s campus. Some obvious examples of sexual harassment are when supervisors require sexual favors as a condition for favored treatment, such as promotions or raises, or when one resident, student, or employee persists in making unwelcome sexual propositions or lewd comments to a co-worker. Conduct that is less obvious can also be sexual harassment. This includes any conduct in the work environment that is sexual in origin and is unwelcome. It is not a question of what the supervisor or co-worker intended, but the individual’s perception of what is offensive that determines harassment. What may be regarded as an innocent statement by some may be perceived as offensive by others.

Individuals who feel that they have been sexually harassed should immediately inform their Program Director, Department Chair, Vice President of Human Resources, or the appropriate Administrative Vice President of his/her Department. The Program Director, Chair, or Administrative Vice President must notify the Vice President of Human Resources with any complaint of possible sexual harassment. A complete, confidential investigation of any such charges will be conducted immediately.

If a third party becomes aware of a situation of sexual harassment, he/she should report this to the appropriate supervisor. Administration will assure that there will be no recrimination for such reporting.

RH does not condone and will not tolerate any type of sexual harassment. Any individual employed by the Hospital who sexually harasses another individual employed by or affiliated with RH will be subject to disciplinary action up to and including termination of employment. Visiting students or residents who engage in such activity will be reported to their supervisors for appropriate disciplinary action.

The following policy can be found in the Policy Manager under “Anti-Harassment.”

<table>
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SCOPE:
Tower Health System and its subsidiary entities, including Reading Hospital (including Reading Health Rehabilitation Hospital), Reading Health Physician Network, and The Highlands at Wyomissing (collectively, “RHS”)

PURPOSE:
To set forth policy on Anti-Harassment to ensure that all employees are free from improper harassment

POLICY:
A. RHS is committed to providing a work environment that is free of discrimination and improper harassment. Therefore, RHS policy prohibits discrimination or harassment of, or by, any RHS officer or executive, Department Head/designee, other employee, applicant, temporary worker, patient, vendor, visitor, or other non-employee rendering services to RHS on the basis of the following protected statuses: race, color, creed, age, religion, sex, sexual orientation, national origin, citizenship, marital status, application with or service in the military, disability, gender identity, or other legally protected characteristic under applicable local, state, or federal law. RHS has zero tolerance regarding such harassment, and such conduct will not be tolerated. The purpose of this policy is to ensure a work environment free of any type of improper harassment. All members of management are accountable for the effective administration of this policy.

B. Coverage:
This policy applies to all employees of RHS and applies to conduct in the workplace and at all other work-related events.

C. Prohibited Conduct:
The conduct prohibited by this policy, whether verbal, physical, or visual, includes any discriminatory employment action and any unwelcome conduct that affects someone because of that individual’s protected status. Among the types of unwelcome conduct prohibited by this policy are epithets, slurs, negative stereotyping, intimidating acts and the circulation or posting of written or graphic materials that show hostility toward individuals because of their protected status under the law. Even where the conduct does not constitute harassment under legal standards, RHS still prohibits lesser forms of such conduct in the workplace or in carrying out one’s duties for the Hospital. Employees should behave professionally at all times.

D. Sexual Harassment:
Sexual harassment is a problem that deserves special mention. Harassing conduct based on gender often is sexual in nature, but sometimes is not. Sexual harassment is not limited to demands for sexual favors. This policy forbids harassment based on gender regardless of whether the offensive conduct is sexual in nature. Any unwelcome conduct based on gender is also forbidden by this policy regardless of whether the individual engaged in the harassment and the individual
being harassed are of the same or are different genders. No employee, prospective employee, vendor, or prospective vendor should be subjected to unsolicited and unwelcome sexual overtures, nor should any employee or prospective employee be led to believe that an employment opportunity or benefit will in any way depend upon “cooperation” of a sexual nature.

1. According to the U.S. Equal Employment Opportunity Commission ("EEOC"), unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct based on sex constitute unlawful sexual harassment when,

   a. submission to such conduct becomes either an explicit or implicit term or condition of employment;

   b. submission to or rejection of the conduct is used as a basis for any employment decision; or

   c. the conduct has the purpose or effect of unreasonably interfering with the employee’s work performance or creating an intimidating, hostile or offensive working environment.

2. This policy forbids harassment based on gender regardless of whether it rises to the level of a legal violation. Sexual harassment is not limited to demands for sexual favors. Examples of gender-based harassment forbidden by this policy include:

   a. sex-oriented verbal “kidding,” “teasing,” or jokes;

   b. repeated unwanted sexual flirtations, advances, or propositions;

   c. continued or repeated verbal abuse of a sexual nature;

   d. graphic or degrading comments about an individual, his or her appearance or sexual activity;

   e. offensive visual conduct, including leering, making sexual gestures, the display of sexually suggestive objects or pictures, cartoons or posters;

   f. unwelcome pressure for sexual activity, even if subtle;

   g. distributing, posting, or sending offensively suggestive or obscene letters, notes, or invitations;
h. offensive physical contact such as patting, grabbing, pinching, brushing against another's body, or impeding or blocking someone's movement;

i. transmitting offensive materials via Hospital computers (e.g., e-mail) or accessing such information on the Internet while at work.

E. **Employee Responsibilities:**

1. Avoiding prohibited conduct-
   Everyone at RHS can help assure that our workplace is free from prohibited discrimination or harassment. Everyone is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited harassment. No employees, not even the highest ranking people at RHS, are exempt from the requirements of this policy. If you have any questions concerning this policy, please contact the Vice President of Human Resources/ designee.

   2. If you feel you have been harassed, you should ask the offending party to stop the harassing behavior, if you feel comfortable doing so.

F. **Non-Retaliation:**
   It is against RHS policy for any employee to treat any other employee or former or prospective employee adversely for reporting harassment, any inappropriate behavior, for assisting another employee, former or prospective employee in making a report, for cooperating in a harassment investigation, or for filing an administrative claim with the EEOC or a state or local governmental agency. All employees who experience or witness any conduct they believe to be retaliatory should immediately follow the reporting procedures stated above. Department Heads/designee with concern for the safety of any individual involved must discuss those issues immediately with Human Resources.

**DEFINITIONS:**

**PROCEDURE:**

A. Any Department Head/designee, administrative staff member, who witnesses or is aware of conduct inconsistent with this policy or who receives a report of conduct inconsistent with this policy is to report such to Human Resources in writing immediately but no later than 24 hours after the allegation or behavior is reported or observed. RHS is committed to, promptly and discreetly, investigating behavior that violates this policy, and to promptly administering discipline or other remedial measures where appropriate. Such reports must occur even if the following circumstances apply:

   a. they observe, even in the absence of a compliant,

   b. is reported anonymously,
c. is reported by someone other than the alleged victim,

d. is reported by someone who wants no one to find out,

e. is reported by someone who wants no action taken,

f. is reported to the Department Head/designee outside working hours and/or off RHS property,

g. is reported by an applicant, employee, temporary worker (even if not employed by RHS)

h. has occurred outside working hours and/or off RHS property, but affects the working environment or relates to RHS operations, does not involve any witnesses,

i. is reported by someone whom the Department Head/designee sees as a “chronic complainer”,

j. involves conduct that the Department Head/designee sees as trivial or insignificant, or involves someone who intimidates and/or threatens the Department Head/designee.

k. If you feel you have experienced or witnessed any conduct that is inconsistent with this policy, you should immediately notify one or more of the following individuals:

1. Department Head/designee

2. Vice President of Human Resources /designee

B. This policy does not require reporting harassment or discrimination to any individual who is creating the harassment or discrimination. Human Resources will investigate your complaint. You may be asked to write down your complaints so that RHS can accurately investigate the matter. If you are not promptly contacted by Human Resources after making your initial report, you are to renew your report directly to Vice President of Human Resources. Any employee can also initially go directly to Human Resources if they have a complaint or concern. During the investigation, you must keep your involvement confidential so as not to harm RHS’s ability to accurately investigate the facts.

C. Human Resources have the sole responsibility for coordinating the investigation of harassment claims in the workplace and recommending corrective action. The Department Heads/designee must cooperate with Human Resources.
D. All reports describing conduct that is inconsistent with this policy will be investigated promptly. RHS may put reasonable interim measures in place, such as a leave of absence or a transfer, while the investigation proceeds. RHS will take further appropriate action once the report has been thoroughly investigated.

E. To the extent practicable RHS will keep reports under this policy and their resolution confidential.

F. Investigations ordinarily involve interviewing the individuals involved in the allegation, any witnesses, and reviewing any evidence compiled (e.g. photos, drawings, letters, e-mails printouts, answering machine or voice mail messages, confiscated materials etc.) RHS will maintain a confidential investigation file for this information separate from any personnel files.

G. Every report of perceived harassment or violation of this policy will be fully investigated and corrective action will be taken when appropriate. Human Resources will make a final determination in every investigation. In every case, written documentation of the final determination may be placed in the personnel record of the alleged perpetrator.

H. Certain actions may require the immediate removal of the employee from the premises. In such circumstances, the employee may be under indefinite suspension pending further investigation and final determination of the penalty involved. Suspension is not intended for use as a punitive measure, but only in cases where an allegation warrants an investigation, and, if such allegations are substantiated, the employee would be subject to termination.

I. If an investigation reveals that a violation of this policy or other inappropriate conduct has occurred, RHS will take corrective action, including discipline up to and including dismissal, as is appropriate under the circumstances, regardless of the job positions of the parties involved. RHS may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law or even a violation of this policy. If the person who engaged in harassment is not employed by RHS, RHS will take whatever corrective action is reasonable and appropriate under the circumstances.

J. Any counseling of an employee under this policy (even verbal) must be documented and placed in the employee’s personnel record. The employee must be warned in any such counseling that future violation of this policy will lead to disciplinary action up to and including termination.

K. Consistent with this policy against workplace harassment, RHS maintains posters on its bulletin boards that refer to legal definitions of harassment. These posters identify governmental agencies to contact for information on how and when to file administrative claims. Our policy provides for immediate notice of problems to the
RHS representatives listed above, so that we may address and resolve any problems promptly and effectively.

L. If an employee is not satisfied with the handling of a complaint they may follow the “Complaint Resolution Procedure”.

GUIDELINE:

PROVIDER PROTOCOL:

EDUCATION AND TRAINING:
A. Upon hire, each new employee will review this policy and acknowledge such review in writing.

B. The Department Heads and management staff will annually review this policy with all employees in their Departments at the time that each employee receives his/her performance review. Such review will be acknowledged in writing together with The Standards of Conduct and Confidentiality of Information Agreement forms.

C. The Human Resources Department will review this policy along with all other nondiscrimination policies at the new employee orientation.

REFERENCES:

COMMITTEE/COUNCIL APPROVALS:

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

Substance Abuse

Substance abuse at the worksite places the individual and patients at risk, and cannot be tolerated. Therefore, drug screening is a condition of employment for all Reading Hospital employees, including residents in training. This screening will be performed during Orientation week and will involve urine testing for cocaine, marijuana, PCP, amphetamines, and opiates. Those individuals testing positive and without an appropriate medical explanation will not be accepted for employment.

Subsequent testing may be performed if behavior or performance, as rated by two supervisors, raises concern for substance abuse.

The resident is referred to RH's Substance Abuse Policy on the Intranet for further details.
Residents with Disabilities

RH complies with the Americans with Disabilities Act (ADA) of 1990, as amended, which protects qualified applicants with disabilities from discrimination in hiring, promotion, discharge, pay, training, fringe benefits, and other aspects of employment on the basis of disability. RH provides disabled but qualified applicants and employees with reasonable accommodations that do not impose undue hardship on RH.

Definition:

The ADA defines a person with a disability as an individual who:
- Has a physical or mental impairment that limits one or more of the individual’s major life activities, such as caring for oneself, performing manual tasks, walking, speaking, seeing, hearing, breathing, learning, or working;
- Has a record of such impairment, even if the individual no longer has the impairment; or
- Is regarded as having a substantially limiting impairment even though that individual is not actually impaired.

Procedure:

Any house staff member who believes he or she qualifies as disabled based on the above definition must make the Program Director aware of the need for a reasonable accommodation if this is necessary to allow the member to perform the essential functions of his or her position. Failure to expeditiously request a reasonable accommodation may place in jeopardy the House Officer’s rights to appropriate accommodations.

The Program Director shall determine which training functions are essential and then, in collaboration with the House Staff member, shall determine the potential reasonable accommodation(s) available. RH reserves the right to select the accommodation it deems best suited to the House Staff member and to RH. RH also reserves the right to request documentation related to the disability, limitations, and requested accommodation.

The Program Director shall notify the appropriate administrative leader in writing of any accommodations requested by an employee. The Program Director shall consult with the administrative leader to determine and implement an available reasonable accommodation most effective for RH and the employee. This accommodation shall not impose any undue hardship upon RH. The Program Director and Executive Director may decide that a proposed accommodation is not reasonable if such an accommodation would result in lowering the academic standards, require substantial financial hardship for the program, or alter the nature of training.

Resident Transfer Policy

Before accepting a Resident who is transferring from another program, the Program Director must obtain written or electronic verification of previous educational experiences and a summative competency-based performance evaluation of the transferring Resident, in addition to completing the Resident Transfer Checklist. For Residents who have transferred into the program, written verification of prior educational experience and performance should be available in the Resident files for site visitors to review.
A Program Director must provide timely verification of residency education and summative performance evaluations for Residents who leave the program prior to completion.

The ACGME defines transferring Residents as Residents “moving from one program to another within the same or different sponsoring institution; when entering a PGY 2 program requiring a preliminary year even if the Resident was simultaneously accepted into the preliminary PGY1 program and the PGY2 program as part of the match (e.g., accepted to both programs right out of medical school).”

Meeting the requirement for verification before accepting a transferring Resident is complicated in the case of a Resident who has been simultaneously accepted into the preliminary PGY1 program and the PGY2 program as part of the match. In this case, the “sending” program should provide the “receiving” program a statement regarding the Resident’s current standing as of one-two months prior to anticipated transfer along with a statement indicating when the summative competency-based performance evaluation will be sent to the “receiving” program. In this case, an example of a verification statement that is acceptable to the ACGME is:

“(Resident name) is currently a PGY (level) intern/Resident in good standing in the (residency program) at Reading Hospital. S/he has satisfactorily completed all rotations to date, and we anticipate s/he will satisfactorily complete her/his PGY(x) year on June 30, (year). A summary of her/his rotations and a summative competency-based performance evaluation will be sent to you by July 31, (year).”

**Use of “Flex Rooms” by Residents Policy**

Each Department is assigned sleep quarters, that may be used by residents on-call and may be available to residents who are in need of room for rest under other circumstances. (There are also lounge facilities on A3, R3, and C2 (Ob), that may be used by the residents.) These quarters may be utilized in situations where the resident is too fatigued to safely drive home at the end of duty hours, where inclement weather precludes travel, or when a resident must return to the Hospital for clinical reasons and is awaiting the performance of clinical duties (e.g., Family Medicine Resident providing care to a woman in labor.) Each Department defines policies for the use of sleep quarters assigned to that Department’s residents.

When these facilities are in use, 2 “Flex Rooms” are available. There is one Flex sleep room on A3 and there is 1 sleep room on K2. In order to use one of these rooms, the resident should report to the 5th Avenue Lobby and talk to security. The flex room keys should be returned promptly to the 5th Avenue lobby on the next day.

*(Reminder: Taxi vouchers are also available in each Department if the resident wishes to return home but feels that he/she is too fatigued to drive safely.)*
RH Policies and Procedures

It is the resident's responsibility to act in accordance with the official policies and procedures of RH which may be found on the Hospital's intranet at http://home/policiesprocedures, and are made part of this Resident Manual by reference.
APPENDIX A

READING HOSPITAL
Graduate Medical Education

FAMILY MEDICINE RESIDENCY PROGRAM

Program Policy: **Duty Hours**  
Effective: **July 1, 2013**

The Family Medicine Residency Program Duty Hours Policy is consistent with Reading Hospital's Institutional Duty Hours Policy, which is as follows:

**Policy:**

A. Interns should not work for more than 16 hours during a shift. This includes sign-outs, transitions, etc.

B. The most night shifts in a row that an intern may work is 6.

C. Upper-year residents should not work for more than 24 hours during a shift. While upper-years may not have post-call continuity clinic, they are allowed 4 hours for transitions.

D. Upper-year residents may not work more than 80 hours per week, averaged over a 4-week rotation period. When rotations are shorter than 4 weeks, averaging must be done over these shorter assignments.

E. One 24-hour period in seven will be free of patient care responsibilities, averaged over a 4-week rotation period. When rotations are shorter than 4 weeks, averaging must be done over these shorter assignments.

F. A 10-hour minimum rest period should be provided between duty periods.

G. **Exception:** Because the Residency Review Committee (RRC) for Family Medicine requires residents to follow continuity OB patients, they have allowed for a variance in the 28-hour limit (24 hours on call plus 4 hours for continuity/transfer of care, etc.) when one of their continuity OB patients is in labor and delivery.

H. In addition, the Residency Program will assure adequate back-up support when patient care responsibilities are difficult and prolonged, and if unexpected needs create resident fatigue sufficient to jeopardize patient care.

I. Duty hours will be confirmed contemporaneously with any exceptions/violations justified with the reason why.

**Implementation:**

It is The Reading Hospital’s responsibility to promote patient safety and education through duty-hour assignments and faculty availability. The institution will assure compliance to meet these needs in the following ways:

A. Program Directors, faculty, and residents will be educated to recognize the signs of fatigue and instructed in the effects of sleep loss and fatigue.

B. Program Directors and faculty will monitor resident assignments for those in which work-hour responsibilities or level of intensity are likely to produce sufficient resident fatigue to affect patient care or learning.
C. Program Directors will monitor moonlighting and other outside work for pay activities, which will be included in the work-hour calculations.

D. The GME office will independently evaluate duty hours. Resident Council members will be queried quarterly regarding rotations that may exceed the standards described above. Under the direction of the GME office, confidential time studies will be performed by residents on those services. Feedback will be provided to the Program Director, and follow-up actions will be requested.

E. All residents will be required to sign an agreement supporting the Duty Hours Policy.

F. CAO will report semi-annually (June and December) to GMEC on duty-hour compliance.

G. An annual report will be provided by GMEC to the governing body on duty-hour compliance.
APPENDIX B

READING HOSPITAL
Graduate Medical Education

INTERNAL MEDICINE RESIDENCY PROGRAM

Program Policy: **Duty Hours**

Effective: January 14, 2004
Revised: April 2013

The Internal Medicine Residency Program Duty Hours Policy is as follows:

**Policy:**

- Residents will not be scheduled for more than 80 duty-hours per week, averaged over a four-week period.

- One 24-hour period in seven will be free of patient care responsibilities, averaged over a four-week period.

- Call frequency will be no more often than every third night, averaged over a four-week period.

- For upper years, there will be a 24-hour limit to on-call duty, with an added period of up to four hours for continuity and transfer of care, educational debriefing, and didactic activities; no new patients may be accepted after 24 hours.

- For interns, there will be a 16-hour limit to on-call duty.

- A 10-hour (12-hour for osteopathic interns) minimum rest between duty periods.

- In addition, the Program Director will assure adequate back-up support when patient care responsibilities are difficult and prolonged, and if unexpected needs create resident fatigue sufficient to jeopardize patient care.

**Implementation:**

It is The Reading Hospital’s responsibility to promote patient safety and education through duty-hour assignments and faculty availability. The institution will assure compliance to meet these needs in the following ways:

- Program Directors, faculty, and residents will be educated to recognize the signs of fatigue and instructed in the effects of sleep loss and fatigue.

- Program Directors and faculty will monitor resident assignments for those in which work-hour responsibilities or level of intensity are likely to produce sufficient resident fatigue to affect patient care or learning.

- Program Directors will monitor moonlighting and other outside work for pay activities, which will be included in the work-hour calculations.
The GME office will independently evaluate duty hours. Resident Council members will be queried quarterly regarding rotations that may exceed the standards described above. Under the direction of the GME office, confidential time studies will be performed by residents on those services. Feedback will be provided to the Program Director, and follow-up actions will be requested.

All residents will be required to sign an agreement supporting the Duty Hours Policy.

CAO will report semi-annually (June and December) to GMEC on duty-hour compliance.

An annual report will be provided by GMEC to the governing body on duty-hour compliance.
APPENDIX C

READING HOSPITAL
Graduate Medical Education

OBSTETRICS AND GYNECOLOGY RESIDENCY PROGRAM

Program Policy: Duty Hours  Effective: July 1, 2013

The Department of Obstetrics and Gynecology has adopted the ACGME’s Standards for Resident Duty Hours as follows:

Policy:

A. There is attending supervision and immediate availability 24 hours a day, 7 days a week.

B. Residents will not be scheduled for more than 80 duty hours per week, averaged over a four-week period.

C. One 24-hour period in seven will be free of patient care responsibilities, averaged over a four-week period.

D. Chief call frequency will be no more often than every third night, averaged over a four-week period.

E. There will be a 16-hour limit to on-call duty (for interns) and a 24-hour limit to on-call duty (for PGYII – IV), with an added period of up to four hours for continuity and transfer of care with no new patient care added. If a resident needs to stay longer for extraordinary circumstances involving continuity, humanistic, or educational value in the care of a single patient, a written document explaining the circumstances, reasons, and length of time must be submitted to the Program Director and Program Manager within 24 hours.

F. A 10n 8-hour rest period should be provided between duty periods, however, this rest period must be at least 8-hours. (preferably 10-hour) will be provided between duty periods.

G. When chief residents take call from home and are called into the Hospital, the time spent in the Hospital will be counted toward the weekly duty-hour limit.

H. In addition, the Program Directors will assure adequate back-up support when patient care responsibilities are difficult and prolonged, and if unexpected needs create resident fatigue sufficient to jeopardize patient care.

Implementation:

It is The Reading Hospital’s responsibility to promote patient safety and education through duty-hour assignments and faculty availability. The institution will assure compliance to meet these needs in the following ways:

A. Program Directors, faculty, and residents will be educated to recognize the signs of fatigue and instructed in the effects of sleep loss and fatigue.
B. Program Directors and faculty will monitor resident assignments for those in which work-hour responsibilities or level of intensity are likely to produce sufficient resident fatigue to affect patient care or learning.

C. Program Directors will monitor moonlighting and other outside work for pay activities, which will be included in the work-hour calculations.

D. The GME office will independently evaluate duty hours. Resident Council members will be queried quarterly regarding rotations that may exceed the standards described above. Under the direction of the GME office, confidential time studies will be performed by residents on those services. Feedback will be provided to the Program Director, and follow-up actions will be requested.

E. All residents will be required to sign an agreement supporting the Duty Hours Policy.

F. CAO will report semi-annually (June and December) to GMEC on duty-hour compliance.

G. An annual report will be provided by GMEC to the governing body on duty-hour compliance.
APPENDIX D

READING HOSPITAL
Graduate Medical Education

TRANSITIONAL YEAR RESIDENCY PROGRAM

Program Policy: Duty Hours  Effective: December 15, 2003
Effective: July 2011

The TY Residency Program Policy for Duty Hours conforms to the Institutional Policy as described below:

Residents On-Call Schedule/Duty Hours

Residents will not be scheduled for more than 80 duty-hours per week, averaged over a four-week period.

One 24-hour period in seven will be free of patient care responsibilities, averaged over a four-week period.

Call frequency will be no more often than every third night, averaged over a four-week period.

There will be a 16-hour limit to continuous on-call duty.

A 10-hour minimum (12-hour for osteopathic interns) rest period will be provided between duty periods.

When residents take calls from home and are called into the Hospital, the time spent in the Hospital will be counted toward the weekly duty-hour limit.

In addition, the Program Director will assure adequate back-up support when patient care responsibilities are difficult and prolonged, and if unexpected needs create resident fatigue sufficient to jeopardize patient care.

It is The Reading Hospital’s responsibility to promote patient safety and education through duty-hour assignments and faculty availability. The institution will assure compliance to meet these needs in the following ways:

- Program Directors, faculty, and residents will be educated to recognize the signs of fatigue and instructed in the effects of sleep loss and fatigue.

- Program Directors and faculty will monitor resident assignments for those in which work hour responsibilities or level of intensity are likely to produce sufficient resident fatigue to affect patient care or learning.
• Program Directors will monitor moonlighting and other outside work-for-pay activities, which will be included in the work-hour calculations.

• The GME office will independently evaluate duty hours. Resident Council members will be queried quarterly regarding rotations that may exceed the standards described above. Under the direction of the GME office, confidential time studies will be performed by residents on those services. Feedback will be provided to the Program Director, and follow-up actions will be requested.

• All residents will be required to sign an agreement supporting the Duty Hours Policy.

• The DME will report semi-annually (June and December) to the GMEC on duty-hour compliance.

• An annual report will be provided by the GMEC to the governing body on duty-hour compliance. The Transitional Year Residency Program Policy for Duty Hours conforms to the Institutional Policy as described below:

Implementation:
It is The Reading Hospital’s responsibility to promote patient safety and education through duty-hour assignments and faculty availability. The institution will assure compliance to meet these needs in the following ways:

• Program Directors, faculty, and residents will be educated to recognize the signs of fatigue and instructed in the effects of sleep loss and fatigue.

• Program Directors and faculty will monitor resident assignments for those in which work-hour responsibilities or level of intensity are likely to produce sufficient resident fatigue to affect patient care or learning.

• Program Directors will monitor moonlighting and other outside work for pay activities, which will be included in the work-hour calculations.

• The GME office will independently evaluate duty hours. Resident Council members will be queried quarterly regarding rotations that may exceed the standards described above. Under the direction of the GME office, confidential time studies will by performed by residents on those services. Feedback will be provided to the Program Director, and follow-up actions will be requested.

• All residents will be required to sign an agreement supporting the Duty Hours Policy.

• CAO will report semi-annually (June and December) to GMEC on duty-hour compliance.

• An annual report will be provided by GMEC to the governing body on duty-hour compliance.