

**UNIVERSITY OF WASHINGTON SCHOOL OF MEDICINE
GRADUATE MEDICAL EDUCATION**

**RESIDENCY POSITION APPOINTMENT
2009–2010**

I. PREAMBLE

The primary purpose of the appointment of resident physicians is the completion of a graduate training program in accordance with the current accreditation standards established by the Accreditation Council for Graduate Medical Education (hereafter referred to as "ACGME") or other accrediting bodies. It is clearly understood that the major objective of the graduate medical education program is education, and it will be administered throughout the University of Washington School of Medicine (hereafter referred to as "UWSOM"), by the respective Department Chair and Program Director, with the educational needs of residents foremost in mind.

II. PARTIES SUBJECT TO THIS POLICY AND THEIR RESPONSIBILITIES

This policy applies to the individual residents training in accredited programs sponsored by the University of Washington School of Medicine (hereafter referred to as "UWSOM"), the Program Director, the Department Chair, the affiliated hospitals, and the UWSOM itself.

- A. The Resident will provide compassionate, timely and appropriate patient care and agrees to serve the training sites and their patients; to accept the duties, responsibilities, and rotations assigned by the Program Director or his/her designee; to abide by established educational and clinical practices, policies, and procedures of the hospitals and other training sites to which he/she is assigned, to the extent these are not inconsistent with this policy; to conduct himself/herself ethically and professionally in keeping with his/her position as a physician; and to abide by UW GME policies and procedures, as well as the conditions and general responsibilities outlined below.
- B. The Department Chair, with the support of the UWSOM and the affiliated hospitals, shall provide clinical and research programs of sufficient quality and duration so that resident physicians who successfully complete the graduate medical education program will be qualified to enter into specialty board examination and certification process. This provision assumes that all training program activities will be conducted within the requirements of the ACGME and guidelines of external agencies that evaluate and accredit hospitals.
- C. The Program Director, with the support of the Department and UWSOM, shall be responsible for administering and maintaining an educational environment conducive to educating residents in each of the ACGME competency areas (patient care, medical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, and systems-based practice). This responsibility shall include the provision of a quality didactic and clinical education at all sites that participate in the program, a sufficient number of faculty with documented qualifications to instruct and supervise residents at all locations, formative and summative evaluation of individual resident performance, evaluation of program and faculty performance, and program performance improvement.

In addition, the Program Director is responsible for notifying applicants and current residents of action taken regarding the accreditation status of the program, and for providing residents with a written copy of this agreement. Other publicly available information regarding the training program or affiliated institutions may be provided upon request.

- D. The affiliated hospitals will provide appropriate services and systems to minimize residents' work that is extraneous to the graduate medical education programs' educational goals and objectives. In addition, the affiliated hospitals will assure access to appropriate food services at all times; safe and

reasonably convenient parking facilities, on-call quarters, hospital and institutional grounds, and related facilities; and safe, quiet, and private call rooms with bathroom facilities. There shall be a sufficient number of call rooms so that on-call residents may sleep and have a secured storage area for personal belongings.

In addition, the affiliated hospitals have agreed through their Single Source Service Agreement to provide on an annual basis, funds for those stipends to which they commit themselves; funds and/or services for the support of the resident fringe benefit program and due process mechanism referred to hereafter; and other educational and clinical opportunities. Annually, participants in the Single Source and the UWSOM shall agree on the number of positions to be offered and their allocation by specialty and resident training level.

- E. The UWSOM, as the Sponsoring Institution, shall be responsible for the provision of the necessary educational, financial, and human resources to support graduate medical education training activities. This responsibility shall include oversight and administration of training programs, and monitoring of programs to ensure implementation of terms and conditions of appointment. Additionally, the UWSOM agrees to perform a series of administrative and educational functions for the benefit of the residents and of the affiliated hospitals. These include issuing stipend checks; maintaining resident records; administering the benefits outlined below; and providing mechanisms for coordination of the program among the affiliated hospitals, the UWSOM, and the various clinical services.

The UWSOM, through the Graduate Medical Education Committee (hereafter referred to as "GMEC"), which is composed of program directors, faculty, residents, fellows and GME administration, is responsible for monitoring and advising on all aspects of residency education, including the establishment and implementation of policies and procedures regarding the quality of education, work environment, duty hours, supervision, general competencies, stipends, benefits, etc. The GMEC is also responsible for conducting internal reviews of all programs to assess compliance with the ACGME requirements, and for monitoring action plans for the correction of concerns and areas of noncompliance found by the ACGME. Additionally, the Institutional Resident/Fellow Advisory Committee (hereafter referred to as "IRFAC"), which is composed of residents, fellows, faculty, and GME administration, advises on policies relevant to resident and fellow appointment and education. These policies include but are not limited to stipend, fringe benefits, working conditions, supervision, duty hours, grievance and termination procedures, quality of patient care, and the particulars of Residency Position Appointment (RPA) and Fellowship Position Appointment (FPA).

III. CONDITIONS FOR APPOINTMENT & REAPPOINTMENT

To be eligible for appointment to a program, prospective residents must meet program-specific criteria, including individual preparedness, ability, aptitude, academic credentials, communication skills, and personal qualities such as motivation and integrity. In addition, residents must also be a graduate of a US or Canadian medical school accredited by the Liaison Committee on Medical Education (LCME) or otherwise be qualified as specified below:

- a graduate of a US college of osteopathic medicine accredited by the American Osteopathic Association (AOA)
- a graduate of a medical school outside the United States and Canada who has received a currently valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG), or
- a graduate of medical schools outside the United States who has completed a Fifth Pathway program provided by an LCME-accredited medical school.

Annually, the Department Chair, with the support of the Program Director, shall make recommendations for resident appointments to the Dean of the UWSOM (hereinafter referred to as the "Dean").

Residents appointed to the program must report for duty or be in attendance as specified by their duty/training schedule. Residents are also required to attend UW Medicine Orientation and to complete all required online training modules by the specified deadlines. Residents will be paid a daily rate appropriate to the level of training to attend the UW Medicine Orientation. Residents may also be expected to attend a

pre-appointment orientation sponsored by the individual program. The length of the program orientation will vary depending on the residency program. Compensation for program orientation days that occur before the first day of appointment may be provided in pay or in paid days off throughout the year equal to the number of required program orientation days.

As a part of his/her appointment, the Resident will be expected to actively participate in the care of all types of patients who may present at the hospital or clinic to which he/she is assigned, including patients of designated individual physicians whom the Resident will be expected to assist. In addition, the Resident will be expected to take an active role in the instruction of medical students and/or other hospital personnel.

Each resident shall be provided with timely access to evaluations of his/her performance on each rotation and/or assignment in the training program. In addition, the Program Director or his/her designee shall meet with each resident on at least a semiannual basis to provide an evaluation with feedback on his/or performance and to discuss his/her overall progress toward demonstrating achievement of competence in the educational objectives set by the training program. Such discussions shall be documented in writing and maintained in the Resident's academic file. If the Resident's performance evaluation indicates unsatisfactory performance in any aspect of the program, the Program Director may establish a remediation plan and require the Resident to have a personal evaluation by an approved GME counselor or other healthcare professional as a condition of further participation in the program.

Residents must comply with the policies and procedures of the primary teaching sites and affiliated institutions, as well as UWSOM policies and procedures, which include but are not limited to the Medical Licensure Policy, the Drug Enforcement Administration (DEA) Licensure Policy, the Outside Professional Activities and Moonlighting Policy, the Physician Impairment and Substance Abuse Policy, the UW Medicine HIPAA Compliance Policy, the Immunization Policy, and the GME Vendor Interaction Policy. Policies outlined throughout this agreement may be found in their entirety in the Policies and Procedures section on the GME website located at www.gme.washington.edu. Failure to comply with the following policies may result in the Resident's removal from patient care activities until the deficiency is resolved to the satisfaction of the program and/or UWSOM. Further information on this process may be found in the Academic & Professional Conduct Policy & Procedures below.

- A. Medical Licensure Policy:** Medical licensure is required for all residents, and it is the Resident's responsibility to comply with licensure requirements at all participating training sites. The appointment of the Resident is conditioned upon his/her compliance with this policy. The responsibility of obtaining and maintaining medical licensure is that of the Resident and will be assisted by the residency program and the Office of Graduate Medical Education (hereinafter referred to as "GME Office").
- B. Drug Enforcement Administration (DEA) Licensure Policy:** Residents who write prescriptions are required to register for an individual DEA license. Licenses may be obtained on a fee-exempt basis while in training in a UW GME training program; however, such licenses are restricted to activities within the scope of the training program (including activities at UW Medicine sites and other affiliated training sites). Exemption from payment of the application fee is limited to federal, state or local government operated hospitals, institutions and officials. Residents who engage in outside professional activities (e.g., external moonlighting) may be required to obtain an additional fee-exempt license or an individual paid DEA license and may not use their UW issued fee-exempt license for this purpose.
- C. Outside Professional Activities and Moonlighting Policy:** Neither the UWSOM, nor any of its training programs, require moonlighting. Rather, such activities are discouraged, believing in general that the time and effort required for training is a full-time endeavor that should be the Resident's highest priority at all times. Accordingly, the Program Director and the Associate Dean for Graduate Medical Education may not approve moonlighting activities which could, in any way, interfere with the Resident's approved training program responsibilities. In addition, moonlighting is generally not permitted within UWMC, SCCA, HMC or the clinics associated with these institutions. Nevertheless, in certain circumstances and with prior approval, residents may engage in moonlighting activities

outside the scope of their training program. The Program Director and the Associate Dean for Graduate Medical Education may withdraw an approval at any time, if he/she determines that the Resident is not in compliance with the conditions of approval or that it appears that the moonlighting activities are interfering with the Resident's approved training program.

- D. Physician Impairment and Substance Abuse Policy:** To try to minimize the incidence of impairment, programs have been developed to educate residents about physician impairment, including problems of substance abuse, its incidence and nature, and risks both to the involved individuals and patients. Education includes knowledge concerning signs and symptoms of impairment, emphasizing detection of abnormal behavior associated with use of psychoactive drugs and alcohol abuse. The Washington Physicians Health Program provides counseling both to supervisors and to individuals in need. In the latter case, confidentiality is preserved to the limits that are legally permissible. For both new residents with a history of impairment and current residents who experience impairment and/or for whom evidence of substance abuse exists, evaluation will be performed under the auspices of the Washington Physicians Health Program to determine appropriate care and monitoring.
- E. UW Medicine HIPAA Compliance Policy:** All residents must be educated about privacy, confidentiality, and security of protected health information. Residents are required to read and sign the UW Medicine Privacy, Confidentiality, and Information Security Agreement prior to using their UW Medicine Accounts, and to complete HIPAA Online Training within 30 days of their start date. UW Medicine policy requires that appropriate sanctions be applied, up to and including dismissal from the program, to residents who fail to comply with institutional policies and established procedures related to privacy, confidentiality, and information security. The complete policy is available on the HIPAA Compliance program page of the GME website under "Sanctions for the Failure to Follow Privacy and/or Information Security Policies".
- F. Immunization Policy:** All residents must have documented proof of current immunization and/or positive serology against Measles, Mumps, Rubella, Varicella, Tetanus, Pertussis and Diphtheria. (A disease history may be substituted for mumps and chickenpox.) Hepatitis B series vaccination is highly recommended for all residents who are likely to have exposure to blood and body fluids in the workplace. Documentation of the series and/or serology results is required. Residents who do not wish to be vaccinated are required to fill out a Hepatitis B waiver. In addition, all residents must provide documentation regarding his/her current TB testing/status.
- G. Vendor Interaction Policy:** Resident behavior and professional judgment should not be compromised by vendor influence, either through interactions with the training program or the individual resident. Residents are professionally accountable to their patients and colleagues, and as such should avoid interactions with vendor representatives that have the appearance of compromising impartiality in clinical or academic practices. The UWSOM has defined a number of allowable and prohibited practices to guide resident behavior as it relates to interaction with outside vendors, which are described in the GME Vendor Interaction Policy.

Residents must also comply with leave of absence request protocols as delineated in Section VI. Residents may be assumed by the UWSOM to have resigned their appointment if they fail to comply with leave of absence request protocols or if they take unapproved leaves of absence. If by his/her actions, the Resident is assumed to have resigned his/her appointment, the UWSOM, through the relevant Department Chair will notify the Resident in writing of the assumption of resignation.

Residents who desire to voluntarily leave the program prior to completion of the training necessary for certification of the specialty are expected to discuss this action with the Program Director at the earliest possible time, preferably by January 1 of the training year.

Residents will not be required to sign a non-competition guarantee as a condition of appointment.

IV. DUTY HOURS

Hours of duty will be established in compliance with the Institutional Duty Hours Policy, the ACGME Duty Hours Standard, and specialty-specific Program Requirements. Duty hours are defined as all clinical, educational and administrative activities related to the training program, i.e., patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, scheduled didactic activities such as conferences and journal club, scheduled research activities, and other program activities such as participating in committees and in interviewing residency candidates. Duty hours do not include reading and preparation time spent away from the duty site. In general, the following duty hour limits apply:

- Duty hours must not exceed 80 hours per week, averaged over a four-week period, including all in-house call activities.
- Residents must receive one day in seven, averaged over a four-week period, free from all educational and clinical responsibilities, including in-house call.
- Continuous on-site duty, including in-house call, must be limited to 24 consecutive hours. (Residents may remain on duty for up to six additional hours to participate in didactic activities, transfer care of patients, conduct outpatient clinics, and maintain continuity of medical and surgical care.)
- Residents must receive 10 hours off between duty periods and after in-house call. In-house call must occur no more frequently than every third night, averaged over a four-week period.
- At-home call must not be so frequent as to preclude rest and reasonable personal time for each resident. When residents are called into the hospital from home, hours spent in-house count toward the 80-hour work week.

Each program shall maintain a program duty hour policy that meets the educational objectives and patient care responsibilities of the training program, and complies with duty hour limits according to ACGME requirements and the Institutional Duty Hours Policy. Residents may be assigned night rotation and weekend duties on a regular basis. The Program Director shall establish fair and reasonable schedules of hours of duty for residents, as well as adequate and defined off-duty hours. When a resident is assigned to a rotation in a department different from his/her parent department, the guidelines of that department apply.

The Program Director and faculty must monitor the demands of at-home call, and make scheduling adjustments as necessary to mitigate excessive service demands and/or resident fatigue. The training program is responsible for monitoring the need for and ensuring the provision of back up support systems when patient care responsibilities are unusually difficult or prolonged.

Residents are required to report their duty hours in VerinformRM on a regular basis. Completion compliance with reporting requirements, as well as overall compliance with duty hour limits, will be monitored by the training program and by the GMEC on a regular basis.

V. STIPENDS

The Resident will be paid a stipend to assist in defraying the cost of his/her training. Stipends are generally paid according to the UWSOM stipend schedule, which is determined annually by the University of Washington in consultation with the GMEC, the IRFAC and the affiliated hospitals. Factors that are considered in determining the UWSOM stipend schedule include but are not limited to the institutional budget, most recent available changes in the cost of living in King County, and the need to remain competitive with the stipends paid to trainees in hospitals under common ownership with a University. Residents will be paid according to the training year in which they are participating in a UW GME training program, and will receive a stipend increase for each additional year of ACGME training. Residents in any given level of training will be reimbursed at the same rate, and there will be no differentials among the various specialty fields.

The UWSOM stipend schedule may not apply to residents who receive stipends under training grants and who hold a title of Senior Fellow Trainee (Job Class Code 0442). Federal taxation rules may also vary for

residents paid under training grants, as stipends paid through training grants are generally not subject to various Federal taxes, including FICA and Medicare taxes.

All stipends and the UWSOM stipend schedule will be effective for periods not to exceed twelve (12) months, unless otherwise approved by the GME Office. Additional compensation will be provided for the UW Medicine orientation, as noted in Section III above.

VI. FRINGE BENEFITS

The fringe benefit program outlined below is specifically designed for residents and will be uniform for all residents. It will be administered through the UWSOM. Regardless of funding source, the benefits outlined below apply to all eligible residents. More information about each of these benefits may be found on the GME website or by contacting the UW Benefits Office.

- A. Medical, Dental, Basic Life and Long-Term Disability Insurance Benefits:** Residents appointed at least 50% FTE for a minimum of six consecutive months and who receive a monthly stipend are eligible to enroll in the University of Washington's Basic Insurance Package. The package is designed and authorized by the Public Employees Benefits Board (PEBB) and consists of medical insurance, dental insurance, term life insurance, accidental death & dismemberment insurance, and basic long term disability (LTD) insurance. Eligible residents may choose one of seven medical insurance plans for which the University and the Resident share the cost of insurance premiums. Eligible residents may also choose one of three dental insurance plans for which the University pays the entire insurance premium. This package also provides for optional additional life, accidental death & dismemberment, and disability insurance that may be purchased by the individual. Basic insurance benefit coverage is effective for eligible residents on the first day of the month following their date of appointment, or on the first day of appointment for those starting on the first of the month, and is effective through the end of the last month of appointment.
- B. Counseling Services:** The goal of the Counseling Office is to restore, maintain, or improve the quality of life for residents and their families by providing a variety of services to residents of the UWSOM including assessment, referral, and counseling with individuals, couples, families and groups. Residents are encouraged to discuss problems of either a personal or program nature with their Chief Resident, Program Director, Division Chief, Department Chair, or with personnel in the GME Counseling Office. In the event the Resident desires to have professional counseling, the Director of Counseling will seek to assist the Resident in adjusting to the demands of their residency program.
- C. UW Retirement Plan (UWRP):** Residents appointed at least 50% FTE in an eligible job class, which includes Residents (Job Code 0328) and Chief Residents (Job Code 0329), for a minimum of six consecutive months, are eligible to participate in the UW Retirement Plan (UWRP). Residents who receive a stipend under a training grant and who hold a title of Senior Fellow Trainee (Job Code 0442) together with another title are ineligible to participate in the UWRP under that title. Eligible residents may start participating in the UWRP on their first day in a UWRP-eligible appointment. The UW helps residents save even more for retirement by providing 100% matching funds to the Resident's own contributions. Both the UW and the Resident's contributions are immediately vested, and the plan is 100% portable when the Resident leaves the UW. If the Resident has not enrolled in the UWRP by the end of the two-year anniversary of initial appointment, the Resident will automatically be enrolled in a default account with Vanguard and deductions will begin. Participation in a retirement plan after two years of appointment is a condition of continued appointment.
- D. Voluntary Investment Program (VIP):** Residents may participate in the Voluntary Investment Program (VIP), a tax-deferred retirement savings plan, operating under Section 403(b) of the Internal Revenue Code (IRC). Deductions are made from the Resident's gross salary before taxes are calculated, so less tax is paid now, and contributions and earnings grow tax-deferred until the Resident requests a distribution. There are four fund sponsors available through the VIP, and program participants may choose their contribution amount (up to the defined limit).

- E. Parking:** The availability of free parking varies by service location. Residents who choose to drive to their assigned training site may be required to pay for parking. Residents who are required to travel to a second training site in the same day in order to attend conferences, education and administrative meetings, clinic, or to provide call coverage will be provided with pre-paid parking at the second site or will be reimbursed by their program within two months of submitting a receipt for parking at the second site. Residents are encouraged to use alternative transportation methods such as the Health Sciences Express Shuttle.
- F. Meals:** Compensation for meals will be provided to residents while serving at University of Washington Medical Center, Harborview Medical Center, Seattle Children's Hospital, and the VA Puget Sound Health Care System under the following circumstances:
- Residents required to be on in-house overnight call shall receive two meals on weekdays and three meals on weekends and holidays.
 - Residents who have been on duty a full day who must remain in the hospital additional hours past 7 p.m., but who leave later in the evening shall receive dinner.
 - Residents who have been on night-float who must remain in the hospital additional hours may be eligible for meals at specific sites.
 - Residents who normally take night call from home but who are called back to the hospital for patient care duties and remain overnight will receive meals on those occasions as described above.
 - At training sites where compensation for meals is provided through meal reimbursements, the Resident must be reimbursed within two months of the reimbursement request. Requests for reimbursement of meal charges need to be made within a period of two months from the date such charges occur.
 - Compensation levels (based on the average cost of meals at each hospital) and the compensation plans may vary among institutions. Each hospital will review its compensation levels annually and adjust them as necessary.
- G. Uniforms and Laundry of Uniforms:** If the Resident is required to wear a standard uniform the first year, the Resident will be provided with up to five (5) sets of uniforms at the affiliated hospital to which they are initially assigned. Replacement of uniforms will be the responsibility of the Resident. Laundry services for uniforms will be provided in accordance with the policies and practices of the Resident's assigned department and existing hospital assignment.
- H. Dependent Care Assistance Program (DCAP):** Residents are eligible to participate in the DCAP, which allows participants to take a deduction from their pay for eligible dependent care expenses before taxes are calculated.
- I. Medical Flexible Spending Account (FSA):** Residents are eligible to establish an FSA, which is an IRS-approved, tax-exempt account that saves the account holder money on eligible medical expenses. Money deposited each pay period into a flexible spending account is deducted from the account holder's gross pay before taxes are calculated. These funds are exempt from both federal income and Social Security and Medicare taxes. As the account holder incurs eligible medical expenses, withdrawals may be made from the FSA. Establishing a Medical Expense FSA will save valuable tax dollars on eligible medical expenses.
- J. UW CareLink:** Residents may use the UW CareLink assistance program, which provides confidential counseling services, legal and financial services, and critical incident assistance and debriefing.
- **Counseling Services:** In-person assessment and short-term confidential counseling is available for a variety of issues such as: stress, drug/alcohol problems, work-related problems, family and relationship issues, grief, and depression or parenting concerns. There is no cost to the resident for up to three CareLink sessions per concern. Referral to additional resources may be made after in-person counseling.
 - **Legal and Financial Services:** Free 30 minute telephone or in person consultation with a local attorney is available for personal/family services, real estate, IRS issues, etc. Residents may

- receive a 25% reduction in fees if a network attorney is retained.
- Critical Incident Assistance and Debriefing: Assistance is available in the case of a critical incident, which could include a coworker's serious illness, death or suicide, a threatening or violent incident in the work setting, or a natural or manmade disaster.

K. Leaves of Absence

Residents must comply with the requirements for requesting a leave of absence. A UWSOM GME Leave Request Form is required for leave requests of five (5) or more consecutive days. When required, a request for leave of absence must be submitted to the Program Director on the UWSOM GME Leave Request form. When the need/desire for the leave of absence is foreseeable, the request should be submitted at least thirty (30) days prior to the leave. When the need for the leave is unforeseeable, the request should be submitted as soon as practical.

The Program Director must provide residents with a written statement regarding the effect of leaves of absence, for any reason, on satisfying the requirements of their Residency Review Committee and/or Specialty Board for completion of a residency program, as well as information relating to access to eligibility for certification by the relevant certifying board. Should any approved leaves compromise the necessary time for certification, the Resident will be allowed to receive additional training sufficient to meet certification requirements. During such additional training, the Resident will continue to receive salary and fringe benefits at the level of the year of training the Resident is completing. Residents should refer to the training program's Effects of Leaves of Absence on Board Eligibility Policy for more information.

Residents may be eligible for family medical leave under the Family Medical Leave Act. To be eligible, the Resident must have a record of twelve (12) months cumulative State service and have been on duty 1250 hours during the twelve (12) months immediately preceding the family medical leave. Twelve (12) weeks leave of absence without pay shall be granted for the following reasons:

- Because of the birth of a son or daughter of the Resident and in order to care for such son or daughter.
- Because of the placement of a son or daughter with the Resident for adoption or foster care.
- In order to care for the spouse or registered domestic partner, or a son, daughter, or parent, of the Resident, if such spouse or registered domestic partner, son, daughter, or parent has a serious health condition.
- Because of a serious health condition that makes the Resident unable to perform the functions of his/her position.

Eligible residents may request a family medical leave of absence without pay not to exceed twelve (12) weeks during any twelve (12) month period. The twelve (12) month period begins on the Resident's appointment date (typically June 25). The leave for childcare must be taken within the first twelve (12) months of birth, adoption or placement. When medically necessary, family medical leave may be taken intermittently or on a reduced leave schedule. Requests for such leave shall, when practical, be made to the Program Director at least thirty (30) days before the leave is to begin. Family medical leave will be unpaid unless the Resident elects to use vacation or sick leave to the extent the circumstances meet the requirements for such leave. During this period of leave, the University shall maintain basic insurance benefits for the Resident. The Resident will be responsible for maintaining any optional insurance coverage, other payroll deductions, and insurance co-payments. These provisions are intended to be in compliance with family leave laws as currently enacted or in the future amended.

1. Vacation Leave

Residents will receive twenty-one (21) days of paid vacation per year at the start of each one (1) year appointment period to be broken down as fifteen (15) business days and six (6) weekend days. Residents appointed less than full time will receive vacation leave credit on a pro rata basis. Residents appointed less than 50% FTE are not eligible to receive and/or use vacation leave.

Vacation leave need not be taken in one block of time. Unused vacation leave shall lapse at the expiration of each appointment period.

All vacations will be scheduled with the approval of the Program Director and the head of the clinical service of which the Resident is a member, and will be subject to University and Departmental regulation. It is the responsibility of the Program Director to coordinate and communicate the planned vacation and leave schedules with each affiliated hospital or training site that may be affected.

Coverage during Leave: It is the responsibility of the Program Director and the head of the clinical service to which the Resident is assigned to assure that colleague residents of the respective departments cover for one another during the Resident's leave of absence. In arranging such coverage, the principles of the Residency Position Appointment and specific departmental policies concerning duty hours for residents shall apply. In unusual and rare circumstances, these principles may be waived by mutual consent of both the Resident and the Department.

2. Sick Leave

Residents will receive seventeen (17) days of paid sick leave at the start of each one (1) year appointment period that will be broken down as twelve (12) business days and five (5) weekend days. Residents appointed less than full time shall receive sick leave credit on a pro rata basis. Residents appointed less than 50% FTE are not eligible to receive and/or use sick leave. If sick leave credit is not used by the end of the appointment, accrued sick leave credit will be applied to a subsequent appointment within a UW GME training program if appointed within two years of the end of the previous appointment. Accumulated sick leave credit that is not transferable is not compensable at the completion or expiration of the appointment to the residency program. Sick leave may be used for the following:

- Personal illness, disability or injury including disability due to pregnancy or childbirth.
- Care for a child under 18 years of age with a health condition that requires treatment or supervision.
- Personal medical, dental, or optical appointments.
- Absence necessitated by the death of an immediate family member.
- Care for a spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister, or brother with an illness, injury, or serious health condition. Family member also includes those persons in a "step" relationship.
- Condolence or bereavement.
- Child care emergency.
- Parental leave.

3. Emergency Leave

Residents may also be granted up to three (3) days of paid leave, with one additional day if significant travel is required, for bereavement and, with the approval of the Program Director subject to prior approval of the Dean, up to four (4) days of unpaid leave for other emergent stresses as necessary (e.g., serious illness of a family member). This leave without pay may be extended for an additional three (3) days, and in extraordinary circumstances leave without pay may be further extended, with the approval of the Program Director subject to prior approval by the Dean. The Resident will inform the Program Director as soon as possible of the need for emergency leave. As soon as possible upon return, the Resident will indicate his/her reasons for emergency leave in writing to the Program Director for the record.

4. Pregnancy and Childbirth Leave

A resident shall be provided pregnancy and childbirth leave for the period of time that she is sick

or temporarily disabled because of pregnancy or childbirth. Pregnancy and childbirth leave will be unpaid unless the Resident elects to use vacation leave or sick leave. Pregnancy leave may run concurrently with family medical leave, if available. During the period of the pregnancy and childbirth leave that the Resident is eligible for family medical leave, the University shall maintain the basic insurance benefits for the Resident. The Resident will be responsible for maintaining any optional insurance coverage, other payroll deductions, and insurance co-payments. During the period of the pregnancy and childbirth leave that the Resident is not eligible for or does not elect to use family medical leave, and the Resident does not have vacation or sick leave that can be used to maintain her on the payroll, the Resident will be allowed to continue, at her own expense, basic insurance benefits. (See Fringe Benefits on page 6.)

5. Parental Leave

Parental leave refers to the time taken off duty to bond with and care for a new-born child or newly placed adoptive or foster child. Residents may take up to two weeks (14 days) of leave during the first year after the child's birth or placement. The Resident may use a combination of annual leave, sick leave or unpaid leave during this time. Parental Leave may run concurrently with family medical leave, if available. During the period of the parental leave that the Resident is eligible for family medical leave, the University shall maintain the basic insurance benefits for the Resident. The Resident will be responsible for maintaining any optional insurance coverage, other payroll deductions, and insurance co-payments. During the period of the parental leave that the Resident is not eligible for or does not elect to use family medical leave, and the Resident does not have vacation or sick leave that can be used to maintain him/her on the payroll, the Resident will be allowed to continue, at his/her own expense, basic insurance benefits. (See Fringe Benefits on page 6.)

6. Educational Leave

Residents may be granted paid or unpaid educational leave to attend specialty sponsored society meetings and other conferences, to present research or other scholarly work at national or international meetings, or to participate in other activities related to their educational program. Educational leave may be granted at the discretion of the Program Director.

7. Civil Leave

Residents receive paid civil leave for jury duty, to serve as trial witnesses, or to exercise other subpoenaed civil duties such as testifying at depositions. Residents are not entitled to civil leave for civil legal actions that they initiate or when named as a defendant in a private legal action that is unrelated to their University appointment. Residents who must perform jury duty or other subpoenaed civil obligations receive their regular UW pay while serving, and may retain any compensation received for their jury duty participation.

8. Military Leave

Residents called to active duty in one of the uniformed services of the United States are entitled to 21 paid work days (3 weeks) of military leave per year if appointed at least 50% FTE. In addition, during a period of military conflict, residents with spouses who are members of United States armed forces, National Guard or reserves are entitled to a total of 15 days of unpaid leave per deployment after the service member has been notified of an impending call to active duty and before deployment, or when the service member is on leave from deployment. A resident may elect to substitute paid vacation leave for any part of the otherwise unpaid spousal military leave.

9. Other Leaves of Absence

Other leaves of absence without pay may be granted for any of the following reasons:

- Leave for government service in public interest
- Other personal reasons, other than health, acceptable to the appointing department

A request for leave of absence without pay is to be submitted in writing to the Department Chair for endorsement and/or recommendation and is to identify the reason for the leave as well as the requested duration. The request will then be forwarded to the Dean for approval or action as appropriate. Normally, requests for leave of absence without pay, or extensions of previously approved requests, involving educational leave and other personal reasons should be approved only if the appointing authority can be reasonably certain that the position from which the Resident is leaving will be available to the Resident upon his/her return. Except for extended military service leaves, approved leaves of absence without pay should not exceed twelve (12) months in duration. Extensions of leaves beyond the twelve (12) month limitation must be approved by the Dean. Should any of the leaves provided in this section or in preceding sections compromise the necessary time for certification, the Resident will be allowed to receive the additional training time without loss of training status. The Resident is reminded that University basic insurance benefits may be kept in force while on leave of absence, but the monthly insurance premiums become the responsibility of the Resident taking leave. The Resident should contact the UW Benefits Office for specifics of coverage.

VII. PROFESSIONAL LIABILITY COVERAGE

Professional liability coverage will be provided by the University of Washington at no cost to the Resident. The coverage will cover each resident's good faith performance of his/her assigned duties in the training program. Details of coverage are available from the Office of Risk Management. The professional liability program operates on an occurrence basis, and coverage includes insurance for claims filed after completion of the training program. As part of the professional liability coverage, the University will provide legal assistance through the Attorney General's Division to any resident who becomes involved in litigation as a result of the good faith performance of his/her assigned duties at the affiliated or approved hospitals and clinics. The professional liability coverage will not apply to actions, claims or proceedings arising out of acts taken in bad faith. The following are examples of types of conduct which will normally be deemed to have been taken in bad faith (as defined in RCW 69.50.101 as now or hereafter amended): (1) The act was committed with the willful intention of causing injury or harm, or was reckless or malicious in nature. (2) The act was committed in willful violation of law or University regulations. (3) The act was committed while under the influence of alcohol or a controlled substance University of Washington Handbook Volume I, Part III, Chapter 5, Section 2.

Coverage may not be provided for "volunteer" activities that are not part of the specific training program. The Resident should consult with his/her Program Director for clarification of coverage for proposed volunteer activities in advance of undertaking such activities. Granting of coverage will be at the sole discretion of the Director of Risk Management.

Professional liability coverage is not provided by the University of Washington for external moonlighting activities, as these activities are outside the scope of the residency program.

If the University is defending an action involving the Resident, whether the School or the Resident are or are not individually named as defendants, the Resident shall cooperate fully with the University and its counsel in handling or resisting the action, claim or proceedings. This obligation shall continue after the Resident completes the residency program.

VIII. SEXUAL HARASSMENT AND OTHER FORMS OF DISCRIMINATION

A. Definitions: Discrimination can include (but is not limited to) harassment. "Harassment" is behavior by a member of the University community (1) based on race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or status as a disabled or Vietnam era veteran which is unwelcome AND (2) sufficiently severe, persistent or pervasive that it could reasonably be expected to create an intimidating, hostile, or offensive University environment.

Discrimination on the basis of "sex" includes sexual harassment, which means: (1) unwelcome sexual advances or requests for sexual favors by a person who has authority over the recipient when (a) submission to such conduct is made either an implicit or explicit condition of the individual's employment, academic status, or ability to use University facilities and services, or (b) submission to or rejection of the conduct is used as the basis for a decision that affects tangible aspects of the individual's employment, academic status, or use of University facilities; or (2) unwelcome and unsolicited language or conduct by a member of the University community that is of a sexual nature or is based on the recipient's sex and that is sufficiently offensive or pervasive that it could reasonably be expected to create an intimidating, hostile, or offensive University environment. (University of Washington Handbook Volume IV, Part I, Chapter 2, Section 3.)

- B. Procedures:** Residents who believe they are being harassed or discriminated against can seek help from their Program Director or Department Chair. They may also seek assistance from the GME Office. Other resources available on campus include the University Ombudsman and Ombudsman for Sexual Harassment and the University Complaint Investigation and Resolution Office. Agencies outside of the University with whom the Resident may file a complaint include the Washington State Human Rights Commission and the U.S. Equal Employment Opportunity Commission.

IX. DISABILITY ACCOMODATION

The UWSOM provides reasonable accommodation to residents with a disability. Reasonable accommodation may include, but is not limited to, a leave of absence or modification to a position, work environment, policy or procedure to enable a qualified individual with a disability to enjoy equal opportunity and/or to perform the essential functions of the position. Requests for accommodation are to be submitted to the GME Office. Accommodation requests are evaluated on an individual basis.

X. EQUAL OPPORTUNITY

The UWSOM ensures equal opportunity in education and appointment regardless of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, disabled veteran, or Vietnam era veteran status in accordance with University policy and applicable federal and state statutes and regulations.

XI. PROGRAM REDUCTIONS & CLOSURES

As specified in the Program Reduction and Closure Policy, in the event of a UW GME program reduction or closure, or closure of the institution, UWSOM and the training program will work collaboratively to ensure that residents currently enrolled in the program are able to complete their education within the program or will assist trainees in enrolling into another ACGME-accredited program in which they may continue their education. Wherever feasible, UWSOM and the Program Director will attempt to phase out the program over a period of time to allow all residents currently in the program to complete their training. In all cases, UWSOM and the program will observe the terms of appointment and will consider such issues as transfer of funding and specific board requirements of trainees.

Similarly, the UWSOM and the Program Director are responsible for ensuring continuity of the educational experience of residents in training programs in the event of a disaster. The plan for Continuity of UW Graduate Medical Education and Administration in the Event of a Disaster addresses how lines of communication will be administered, the temporary or permanent transfer of residents if necessary, and continuation of resident stipends and benefits.

XII. ACADEMIC & PROFESSIONAL CONDUCT POLICY & PROCEDURES

Residents are first and foremost learners and are expected to pursue the acquisition of competencies that will qualify them for careers in their chosen specialties. In addition, residents must adhere to standards of professional conduct appropriate to their level of training.

Program appointment, advancement, and completion are not assured or guaranteed to the Resident, but are contingent upon the Resident's satisfactory demonstration of progressive advancement in scholarship and continued professional growth. Unsatisfactory resident evaluation can result in required remedial activities, temporary suspension from duties, non-promotion, non-reappointment, or termination of appointment and residency education. In the case of non-promotion or non-reappointment, the Resident will be notified by February 15th or at least four months prior to the normal termination date of the Resident's existing appointment if the date of appointment is any date other than June 30th. The notification will be by letter to the Resident and will contain the reasons for the non-promotion or non-reappointment.

The policy and procedures described in the Academic & Professional Conduct Policy & Procedures are collectively referred to as the Academic Action Review, and the ad-hoc committees established to review program actions are referred to as Academic Action Review Committees. This procedure is the exclusive means of review or appeal of academic actions within the UWSOM.

Due process refers to an individual's right to be adequately notified of charges or proceedings against that individual, and the opportunity to respond to these actions. The policies and procedures described in the Academic & Professional Conduct Policy & Procedures are designed to ensure that actions that might adversely affect a resident's status are fully reviewed and affirmed by neutral parties while at the same time ensuring patient safety, quality of care, and the orderly conduct of training programs.

XIII. GRIEVANCE PROCEDURE

A "grievance" is defined as any controversy or claim arising out of an alleged violation of any provision of the Residency Position Appointment other than the evaluation of academic or clinical performance or professional behavior, the non-reappointment decision or any other academic matters including but not limited to the failure to attain the educational objectives or requirements of the training program. Appeals related to these academic matters are covered under the Academic and Professional Conduct Policy and Procedures. Grievances may be filed by individual residents or by groups of residents.

The grievance procedure is intended to be an informal process to resolve disagreements internally and is not intended to be an adversarial forum. At each step, residents and program directors are encouraged to resolve differences through collegial discussion and negotiation. However, the procedure as set forth in the Grievance Policy and Procedure provides for those instances in which outside assistance in resolving conflict is needed.

XIV. AMENDMENTS

Amendment to this policy for the following academic year shall be approved by GMEC by January 15th.

In the event of unforeseen or critical circumstances, the Dean may propose alterations of this policy. Such alterations will be referred to the IRFAC and GMEC for consideration prior to implementation. Critical or unforeseen circumstances shall be generally defined as grave, pressing, and/or unusual circumstances of sufficient import and urgency as to necessitate the modification of this policy in a manner which could not reasonably be construed as arbitrary or capricious.