HR Policies and Procedures

Kaiser Foundation Hospitals
Residency & Fellowship Training Programs

2024-2025
ACADEMIC YEAR

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Northern California

TABLE OF CONTENTS

MISSION STATEMENT 1

RESIDENT ELIGIBILITY AND SELECTION 1

A. Appointment 1
B. Conditions of Reappointment 1
C. Notice 1
D. Salary Schedule and Job Codes 2
E. Resignation 2

HUMAN RESOURCES POLICIES 2

A. Scheduling and Work Hours 2
B. Supplemental Employment (Moonlighting) 2
C. Holidays 3
D. Vacation 3
E. Educational Leave 3
F. Sick Leave 3
   1. Occupational Injuries and Illness 3
   2. Needlestick or Bodily Fluid Exposure 4
G. Long Term Disability (LTD) Insurance 4
H. Other Time Off 5
   1. Family and Medical Leave 5
   2. Pregnancy Disability Leave 6
   3. Leave under California Family Rights Act (CFRA) 6
   4. Military Leave 6
   5. Bereavement 7
   6. Personal Leave 7
   7. Reinstatement and Impact of Leave 7
   8. Resident/Fellow Paid Leave 7
I. Freedom from Harassment Policy 7
J. Equal Employment Opportunity (EEO) Policy 7
K. Accommodation for Disabilities 7

APPOINTMENT OF THE TEACHING STAFF 7

PROFESSIONAL DEVELOPMENT 8

SUPERVISION OF RESIDENTS 8

PERSONNEL RECORDS 8

A. Evaluations 8
   1. Evaluation of Residents 8
   2. Evaluation of Program 9
B. Corrective Action 9
C. Requirements 9
   1. Licensure 9
   2. Health Screenings 10
   3. Universal Precautions 10
   4. Cardio-Pulmonary Resuscitation (CPR) Certificate 10

BENEFITS AND SERVICES 10

A. Health Insurance 10
B. Dental Plan 10
C. Life Insurance, Accidental Death & Dismemberment, Survivor Assistance 11
D. Professional Liability Insurance 11
E. Retirement Programs 11

F. Tax Sheltered Annuity Plan 11
G. Unemployment Insurance 12
H. 2
I. Parent Medical Coverage 12
J. License Fees 12
K. Other Benefits 12
1. Meals 12
2. Sleep Rooms 12
3. Support Services 12
4. Lab Coats and Scrubs 13
5. Identification Badge 13
6. Health Sciences Library 13
7. Parking 13
8. Child and Elder Care Referral 13
9. Commuter Choice Program 13
10. Dependent Care Plan 13
11. Alliant Credit Union 13
12. Kaiser Permanente Activity Program 13
13. Educational Stipend 14
14. Wellness Stipend 14
15. Housing Allowance… 14
16. Supplemental Medical Plan 14
17. Electronic Assets 14
18. Board Exam Reimbursement 14
PROFESSIONAL CONCERNS: MEDICAL/LEGAL SERVICES 14

A. Witnessing Legal Documents 14
B. Medical Treatment and Authorization and Patient Consents 14
C. Responding to Legal Documents 15
D. Contact with Attorneys/Other Individuals 15
E. Patient Rights and Responsibilities 15
F. No Code Status 15
G. Durable Power of Attorney for Health Care 15
H. Unusual Incident or Occurrence Reports 15

MEDICAL RECORDS 16

A. Admission History and Physical Examination 16
B. Progress Notes 16
C. Operation Report 17
D. Discharge Summary 17
E. Death Summary 18
F. Completion of Medical Records 18

ENVIRONMENTAL, HEALTH, AND SAFETY POLICIES 18

A. Smoking Policy 18
B. Electrical Safety. 18
C. Fire and Disaster Drills 18
D. Blood-borne and Air-borne Pathogens 18
E. Physician Impairment 19
F. Security 19
G. Violence in the Workplace 18

RESIDENT REPRESENTATION ON MEDICAL CENTER COMMITTEES 19

PHARMACEUTICAL COMPANIES AND REPRESENTATIVES 19

FINAL CLEARANCE 20
RESIDENCY CLOSURE OR REDUCTION IN SIZE. 20

APPENDICES

APPENDIX A: Resident Academic and Professional Appeal Processes

APPENDIX B: Current Annual Salary Schedule and Job Codes

APPENDIX C: Resident Conflict of Interest Policy

APPENDIX D: Disaster Response Policy

APPENDIX E: Pre-Employment Drug Testing Policy

APPENDIX F: Resident Council

APPENDIX G: Remote Access Policy for Residents

APPENDIX H: Resident Transfer Policy

APPENDIX I: United States Medical Licensing Exam (USMLE) Step 3

APPENDIX J: ACGME Learning and Working Environment

APPENDIX K: Supervision of Residents

APPENDIX L: Funding for Board Preparation Courses

APPENDIX M: Qualifying Family, Medical, and Caregiver Leave

Kaiser Permanente Northern California Region Residency Training Programs

RESIDENT AND FELLOW (hereinafter referred to as "Resident")

POLICY AND PROCEDURE MANUAL

MISSION

Kaiser Permanente (KP), a leader in the delivery of quality medical care, and has been committed to graduate medical education (GME) for over 75 years. Our goal is to provide organized educational programs in a scholarly and supportive integrated managed care environment, facilitating the ethical, professional, and personal development of the resident while ensuring safe and appropriate care for patients.

RESIDENT ELIGIBILITY AND SELECTION

Applicants must fulfill either the Accreditation Council for Graduate Medical Education (ACGME) qualifications for appointment to ACGME-accredited programs or the Council for Podiatric Medical Education (CPME) qualifications for appointment to CPME-accredited programs. All our ACGME-approved residency programs participate in the National Residency Matching Program (NRMP).

Selection to residency/fellowship is based on preparedness, ability, aptitude, academic credentials, communication skills, and personal qualities such as motivation and integrity. Selection practices are not unlawfully influenced or affected by a person's race, religion, color, national origin, ancestry, physical or mental disability, veteran's status, medical condition, marital status, age, sex, sexual orientation, or gender identity. Additionally, Kaiser Permanente provides a work environment free of harassment and will not tolerate any kind of illegal harassment, including sexual harassment, of employees or applicants. This policy governs all employment, including hiring, compensation and benefits, assignment, promotion, discharge, and all other terms and conditions of employment.

A. Appointment

Appointment to resident positions is initiated by the Program Director and, following final approval by the Director of Graduate Medical Education, a formal contract is offered. The term of the contract is one year, unless terminated earlier in accord with established policies, as described herein.

B. Conditions for Reappointment

Reappointment to any subsequent year is subject to annual review and is based on satisfactory performance, including demonstrated ability to perform at the expected level in the subsequent year. As circumstances reasonably allow, in the case of non-renewal of appointment or non-promotion, every effort will be made to give four months written notice.

C. Notice

Written notice of appointment/reappointment shall be provided to each resident and shall include the terms and conditions of appointment, salary, level of appointment, and applicable requirements, such as licensure.

Notification of non-renewal of contract shall be made in writing, promptly after the decision has been made, and, if possible, within four months prior to the end of the contract. If the primary reason for non-renewal occurs less than four months before expiration of the contract, notice shall be given as soon as circumstances will reasonably allow. Notification will also include the resident's right to implement the academic and professional appeals process.

Each resident is entitled to the benefits of the academic and professional appeals process upon receipt of notice that his or her participation in a training program is to be terminated, suspended or significantly reduced in scope of professional activity. (Please refer to Resident Academic and Professional Appeal Processes, **Appendix A**. This is also available on the Regional GME website.

D. Salary Schedule and Job Codes

See **Appendix B** for the current salary schedule and job codes. Payroll checks are issued every other Friday. Arrangements may be made for direct deposit to a checking or savings account.

E. Resignation

Residents/Fellows who voluntarily separate from the residency/fellowship program are considered to have resigned. A resident/fellow must give written notice to the Program Director at least 30 calendar days prior to resignation. Notice to the Program Director is also required at least three months before the end of the training year if the resident/fellow has been offered reappointment but does not intend to accept the reappointment. Please also review Resident/Fellow Transfer Policy, **Appendix H**.

HUMAN RESOURCES POLICIES

A. Scheduling and Work Hours

Work hours are defined as all clinical and academic activities related to the residency/fellowship program, i.e., patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities and scheduled academic activities such as conferences. Work hours do not include reading and preparation time. Resident/Fellow work schedules are organized to promote an educational environment and facilitate safe patient care while supporting the physical and emotional well-being of the resident/fellow. Residents/Fellows must complete their full assigned shift and may not leave early unless it is excused by their supervisor or to abide by the ACGME work hour requirements. In-house call and rotations will be equitably distributed among residents.

Each program shall schedule work time and provide adequate off work hours. These schedules will be posted. The schedule must be in compliance with the ACGME Common Program Requirements for all Core and Subspecialty Programs and with specialty specific Residency Review Committee (RRC) requirements, as appropriate. **No exceptions to these rules are permitted. See Appendix J.**

B. Supplemental Employment (Moonlighting)

Supplemental employment outside of the residency or fellowship training program (moonlighting) may be undertaken only by residents in their 3rd year and above. If applicable, a PGY3 holder of a PTL or a holder of an unrestricted licensed may engage in the practice of medicine only in connection with his or her duties as resident or fellow in an ACGME accredited postgraduate training program in California, with written authorization from the program director of his or her program. The approval must be in writing and maintained in the trainee's file.

The hours involved should not be so excessive as to interfere with the educational purpose of the residency/fellowship program and must be in compliance with the Work Hour Rules (noted above) and the residency/fellowship program schedule requirements. The resident's or fellow's performance will be monitored by the Program Director, and permission to moonlight may be withdrawn if it adversely affects performance. Residents and fellows are not required to engage in "moonlighting" as a part of their residency/fellowship program.

All residents/fellows engaged in moonlighting must be licensed for unsupervised medical practice in the state involved and must comply with the appropriate credentialing and liability coverage requirements of the institution involved. Information regarding credentialing requirements at Kaiser Permanente may be obtained from the Director of Graduate Medical Education or the Medical Staff office at each facility.

Eligible residents and fellows may not apply for moonlighting until after their date of hire.

C. Holidays

Holidays that are observed are: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. Holiday call will be equitably distributed by the Program Director.

D. Vacation

Annual paid vacation includes three weeks of vacation and one week of paid educational time. A request for time off must be submitted in advance of the scheduling of any vacation and must be approved by the Program Director. Medical records must be completed before the resident begins vacation.

Your vacation is time you may use for vacation, leisure, or personal reasons.

E. Educational Leave

Educational Leave is provided to assist you in the maintenance of your professional license(s) and/or to upgrade and maintain professional skills. Educational leave may be granted by the Program Director at the rate of five workdays per year. Unused days may not carry over from one academic year to the next.

F. Sick Leave

Sick Leave is time you may use when you are ill or injured. Residents/Fellows are allowed 13 days of sick leave each academic year. Sick leave hours do not accumulate from year to year, instead, a resident begins each academic year with a new block of sick leave. Sick leave balances are not paid off when a resident or fellow completes training as a resident.

Residents/Fellows may use sick leave only if they are unable to work or absent for diagnosis or treatment due to an illness, injury, or medical condition. Residents/Fellows may also use available sick leave to attend to an ill child, parent or spouse/domestic partner, and the domestic partner's child(ren), as defined by California law (AB 109). The total amount of sick leave available to a resident/fellow in any calendar year to care for an ill child, parent or spouse/domestic partner and the domestic partner's child(ren) shall not exceed one-half of the block of sick leave provided to the resident/fellow at the beginning of the anniversary year in which the illness begins (6.5 days).

A resident/fellow should immediately notify the Program Director, Chief Resident, and Graduate Medical Education office of an illness requiring sick leave. Medical certification is required to support a request for leave because of a serious health condition or for an illness lasting for three or more days. In the event of excessive sick leave usage, the Program Director may inform the resident in writing that medical documentation is required for all sick leave.

In the case of extended illness or injury, residents or fellow may qualify for State Disability benefits or Workers' Compensation benefits.

1. Occupational Injuries and Illness

In order to receive Workers' Compensation benefits, it is necessary that job-related injuries/illnesses sustained by the resident be examined and treated by the attending physician at the Employee Health Center or by another physician. The "Doctor's First Report" must be completed so that the visit may be identified as a reported work-related injury. Following treatment, an "Employee's Report of Industrial Injury" must be submitted by the resident to the Graduate Medical Education office within 24 hours. These forms may be obtained on any nursing unit or in the Emergency Department. Before the resident or fellow returns to duty, he/she must notify both the Program Director and the Graduate Medical

Education Director that he/she is prepared to return to duty and has complied with the fitness-for-duty medical certification requirements, as necessary.

2. Needlestick or Bodily Fluid Exposure

Needlestick information is available 24 hours per day. The internal telephone extension varies by facility.

a. Resident/Fellow should seek medical care as soon as possible following the exposure. From Monday to Friday, 8:00 am - 5:00 pm, the resident or fellow should seek care at the Employee Health Center (EHC). If the EHC is not open, he/she may be seen in the General Medical Clinic or, if necessary, in the Emergency Department. If known, the name and medical record number of the source patient must be reported.

b. Resident/Fellow should report the incident to the Graduate Medical Education office as soon as possible and complete an "Employee Injury Report."

c. Follow-up in the EHC will be necessary in almost every case for completion of Hepatitis B and HIV protocols.

G. Long Term Disability (LTD) Insurance

A resident or fellow must be employed in a regular status to be eligible for Long Term Disability (LTD) coverage. His/her LTD coverage becomes effective upon date of hire as a resident/fellow. The resident or fellow will not become insured unless on the day he/she would otherwise become insured, he/she is actively employed in a regular status and is physically able to perform all the regular duties of employment. This LTD benefit is offered through the Metropolitan Life Insurance Company (ML). At the present time, the resident's employer pays the entire cost of LTD coverage.

A resident or fellow must complete a qualifying period of six months of total disability before he/she is entitled to LTD benefit payments. During this qualifying period, the resident or fellow may use any unused sick leave days to which he/she is entitled, but once these days are exhausted, he/she will be changed to an unpaid leave status. In addition, the resident's/fellows LTD claim must be received within 12 months of the date of disability. Benefits continue until the resident/fellow recovers from the disability, or if earlier, to the end of the month specified under the following limits:

Age When Disability Occurs	Duration of Benefit Payments
Under 61	To age 65
61 through 65	3.5 years
66 through 68	1.5 years
69 and over	0.5 years

ML has the right to require a physical examination as often as deemed necessary while the resident/fellow claims LTD benefits under this policy.

Definition of Disability – A resident or fellow is considered totally disabled if, during the first 24 months of his/her disability, he/she is continuously unable to perform any and every duty pertaining to his/her occupation. After the resident's/fellow's disability continues for 24 months, he/she is considered totally disabled if he/she is continuously unable to engage in any and every occupation for compensation or profit for which he/she is reasonably qualified by education, training, or experience.

Pre-existing Illness - There is a pre-existing clause under LTD that excludes disability coverage during the first 12 months of coverage for a disability resulting from a condition that is treated within three months prior to coverage becoming effective.

Exclusions - Benefits are not payable for disability caused by intentionally self-inflicted injuries, participation in or as a result of having participated in the commission of a felony, war or any act of war, declared or not.

This coverage provides the resident or fellow with a monthly benefit which is determined according to his/her monthly base salary in effect at the end of the six-month qualifying period and the amount of any disability income received from other sources, as follows:

- If the LTD benefit is the resident's/fellow's only source of disability income, he/she will receive 50% of his/her monthly salary.

- If the resident or fellow is eligible for disability benefits from other sources (such as State Disability, Social Security Disability Award, individual or family, or Workers' Compensation), his/her LTD benefit will equal 60% of his/her monthly salary minus the amount of other disability income. (It is assumed that disabled residents/fellows will continue to receive Social Security benefits indefinitely unless they return to work.) Any benefits a resident receives from private, individual policies will not reduce this amount.

- If a resident or fellow returns to work under a rehabilitation program, his/her LTD benefit will equal 70% of his/her monthly salary minus the amount of wages received and any other disability income.

In no circumstances will ML pay more than 50% of the resident's monthly salary.

Medical and dental care benefits continue for a period equal to half his/her length of service up to a maximum of five years. If a resident's or fellow's death occurs or he/she becomes ineligible for LTD benefits before the end of the continuation period outlined above, benefits will cease.

A resident or fellow may apply to have his/her life insurance premiums waived while on LTD. If approved, his/her basic life insurance (gift or contributory) will remain in effect for the duration of the resident's LTD eligibility period.

Long Term Disability coverage ends on the date a resident's/fellow's employment ends, or he/she reclassifies to an ineligible status. **The resident or fellow cannot convert this coverage.**

If there are additional questions regarding LTD, the facility's Graduate Medical Education Department may be contacted.

H. Other Time Off

1. Family and Medical Leave

Residents or Fellows who meet the eligibility requirements of having completed one year of service and worked at least 1250 hours during the immediately preceding 12-month period, may be entitled to up to 12 weeks of leave within a 12-month period for the birth or adoption of a child, the placement of a foster child, the care of a sick family member, or the resident's own serious health condition; and to restoration of his or her former position or an equivalent one, in accord with the federal Family and Medical Leave Act (FMLA) of 1993. (See Fact Sheet No. 028 on the Department of Labor Web site https://www.dol.gov/agencies/whd/fmla and California Family Rights Act (CFRA) provides additional information: https://www.edd.ca.gov/disability/faqs-fmla-cfra.htm.

The resident or fellow must provide the Program Director at least 30 days' advance notice when leave is foreseeable and must provide notice within a reasonable time when the request for leave is not foreseeable.

Medical certification is required when leave is requested to care for a family member with a serious health condition or one's own serious health condition. The resident's/fellow's medical and dental coverage will continue during this 12-week period regardless of whether he/she is in a paid or unpaid status.

At any time, the resident or fellow is on leave for a reason other than his/her own illness or disability, it is mandatory that any vacation time available be used except to the extent the resident or fellow is entitled to use sick leave to attend to an ill child, parent or spouse/domestic partner as set forth above.

Questions regarding FMLA or CFRA entitlement should be directed to the Graduate Medical Education office.

2. Pregnancy Disability Leave

Under California Pregnancy Disability Leave Regulations (PDL), a resident may take up to four months leave for a disability due to pregnancy and related medical conditions. The first 12 weeks of disability are concurrently covered by FMLA. Any available sick leave will be paid during this leave period and will automatically be integrated with State Disability Insurance (SDI). Accrued vacation time may also be used. All paid time taken by the resident/fellow because of a pregnancy related disability will be counted against the four-month California Pregnancy Disability Leave (PDL) as well as the 12-week entitlement under FMLA.

If the leave is due to pregnancy, it is the responsibility of the resident or fellow to notify the Program Director and Chief Resident as early as possible in her pregnancy so that, if necessary, schedules can be rearranged to lessen the impact on the training program and to ensure that the educational training of the resident can continue in an orderly fashion.

A written statement regarding the arrangements made must be placed in the resident's/fellow's file in the Graduate Medical Education office. The National HR Policy on Family and Medical Leave can be found on the HRconnect website or the National KP Policy Library website: https://kpnational.policytech.com/

3. Leave under California Family Rights Act (CFRA)

An eligible resident or fellow is also entitled to up to 12 additional weeks leave to bond with her newborn under the California Family Rights Act (CFRA). This leave may not be taken concurrently with PDL or FMLA for pregnancy disability and begins at the point the resident or fellow is released to return to work by her physician (i.e., SDI benefits cease). At the point the resident/fellow begins CFRA leave to bond with the newborn, any remaining FMLA will now run concurrently with CFRA. For example, a resident or fellow goes out on maternity leave two weeks prior to her due date.

FMLA and PDL begin immediately, even if the resident/fellow remains in a paid status due to sick leave and vacation pay. Generally, SDI allows a woman a six-week period of recuperation after the birth of the child for a vaginal delivery. In this example, FMLA and PDL would be in effect for eight weeks. At this point, FMLA and CFRA run concurrently for the remaining four weeks of FMLA. However, the reason for the leave has changed from the resident's/ fellow's disability to time to bond with the newborn. PDL is no longer valid as the disability period has ended. The resident or fellow is entitled to an additional eight weeks of CFRA to continue bonding with the child. Once the reason for the leave is to bond with the newborn, accrued vacation time must be taken concurrently with FMLA and CFRA. https://www.edd.ca.gov/disability/faqs-fmla-cfra.htm.

Questions regarding pregnancy disability and entitlement to family leave should be directed to the Graduate Medical Education office.

4. Military Leave

Military leaves of absence are granted to eligible employees who are absent from employment in order to perform duty on either a voluntary or involuntary basis in the United States' Uniformed Services. For more information, read the Military Leave Policy on the HRconnect website or the National KP Policy Library.

5. **Bereavement Leave**

   A resident or fellow may be eligible for up to three days of paid bereavement leave (or five days if it involves over 300 miles of travel one way) in the event of the death of an immediate family member. "Immediate family" is defined as the resident's/fellow's spouse or domestic partner, children, legal wards, and children of the employee's spouse or domestic partner, parents, stepparents, legal guardians, and parents and stepparents of resident's spouse or domestic partner, grandparents, brothers and sisters, grandchildren and grandchildren of resident's spouse or domestic partner.

6. **Personal Leave**

   Leaves of absence, without pay, for personal reasons may be granted at the discretion of the Program Director.

7. **Reinstatement and Impact of Leave**

   Any resident or fellow who has been on a leave of absence for more than four weeks must obtain a fitness-for-duty certification from a physician in the Employee Health Center or from another staff physician before he/she can return to duty.
   A resident or fellow may be required to make up time missed in order to meet the educational objectives and certification requirements of the department or the specialty. This should be discussed with the Chief Resident or Program Director, who must approve all proposals to make up time. Funding for make-up time, particularly time extending beyond the period of appointment, cannot be guaranteed.

8. **Resident & Fellow Paid Leave**

   Any resident or fellow is eligible for six weeks (240 hours) of paid leave for an approved medical, parental, and caregiver leave, in addition to one week (40 hours) of paid time off. Residents/ Fellows who are eligibility for state paid programs, this benefit will be concurrently. This leave benefit is only valid once through the duration of the training program. Program Director, in partnership with Regional GME, must approve this leave in advance.

I. Freedom from Harassment Policy

Kaiser Permanente is committed to maintaining a work environment free of discrimination. In keeping with this commitment, Kaiser Permanente strongly disapproves, and will not tolerate, any kind of harassment of employees, applicants for employment, or independent contractors by anyone, including any manager, supervisor, physician, co-worker or non-employee.

Please read the Commitment to a Harassment-Free Workplace Policy for procedures addressing sexual harassment complaints and issues. This policy is available on the HRconnect website or the National KP Policy Library.

J. Equal Employment Opportunity (EEO) Policy

Employment by Kaiser Permanente is based on merit, qualifications, and competence. Employees and applicants will not be discriminated against on the basis of race, religion, color, national origin, ancestry, physical or mental disability, veteran status, medical condition, marital status, age, sex, sexual orientation, or gender identify. The Equal Employment Opportunity Policy is available on the HRconnect website or the National KP Policy Library, The EEO Internal Complaint Procedure, and Internal EEO Complaint Form for addressing EEO complaints and issues are also accessible on the HRconnect website.

K. Accommodation for Disabilities

Kaiser Permanente provides job accommodations that are both reasonable and necessary to meet the known functional limitations of employees with disabilities**.**

APPOINTMENT OF THE TEACHING FACULTY

Generally, teaching faculty are members of The Permanente Medical Group and professional staff of Kaiser Foundation Hospitals. Teaching faculty may also be members of affiliated residency/fellowship programs or other institutions. Teaching faculty members are always licensed independent practitioners

Faculty members for residency/fellowship programs are selected by the Program Director based on clinical and teaching skills, and an interest in teaching. Peers and residents evaluate faculty members.

All faculty members are reviewed annually by the Program Director and Department Chief for continued participation in the teaching and supervision of residents.

PROFESSIONAL DEVELOPMENT

The resident or fellow is expected to develop a personal program of learning and professional growth with guidance from the faculty. The resident/fellow will be given graded responsibility and will be evaluated on a continuous basis by the faculty and at formal semi-annual or quarterly evaluations by the Program Director. Each program, in accordance with its ACGME Residency Review Committee (RRC) or Council for Podiatric Medical Education (CPME) Program Requirements, will define the specific knowledge, skills and attitudes to be attained by residents/fellows at each PGY level. Evaluations will address the six ACGME core competencies of patient care, medical knowledge, practice-based learning, interpersonal and communication skills, professionalism, and systems-based practice.

The resident or fellow shall participate fully in programs and activities of the training institution. The resident shall also adhere to established practices, procedures, and policies of the institution.

SUPERVISION OF RESIDENTS

Residency/Fellowship training is based on graduated responsibility that culminates in a high level of individual accountability achieved by graduation. Throughout training, residents/fellows become more competent to make judgments of increasing complexity and perform procedures of increasing difficulty.

A supervisory relationship exists between residents/fellows and faculty, such that the beginning resident or fellow has limited independence and progresses to assume ultimate responsibility for patient care. Each training program must have a program specific policy addressing supervision that is consistent with ACGME or CPME to ensure that the appropriate level of supervision is in place for all residents/fellows.

See **APPENDIX K** for additional policies on Supervision of Residents

PERSONNEL RECORDS

The Office of Graduate Medical Education shall establish and maintain personnel records pertaining to residents/fellows. These files are secure and confidential. Records are stored after the resident leaves the program.

The records include documentation of appointment, performance evaluations, corrective actions, and correspondence pertaining to that resident/fellow. These letters and documents are reviewed by the Director of Graduate Medical Education prior to filing.

The residents or fellows may inspect their personnel files in the presence of the Director of Graduate Medical Education or a designated representative. However, records, such as letters of reference, may be withheld if protected by legal privilege. The resident/fellow may request a correction or deletion of a record by submitting a request to the Program Director who will notify the resident whether his/her request has been granted or denied. If dissatisfied with the decision, the resident/fellow may submit a written appeal of the Program Director's decision to the Director of Graduate Medical Education specifying the grounds for the appeal and facts and evidence in support thereof. Following a review, the Director of Graduate Medical Education will notify the resident/fellow of his/her decision. The resident/fellow may submit a written statement of his/her disagreement for inclusion in the personnel file.

Personnel records and information therein shall be released upon the written authorization of the resident/fellow, or as authorized or permitted by law. A Program Director may provide an oral evaluation of a resident/fellow to a prospective employer based on personal knowledge.

A. Evaluations

1. Evaluation of Residents

The Program Director or his/her designee shall provide each resident or fellow with a formal written evaluation at least twice a year. Evaluations will assess competency in the following areas: (1) patient care; (2) medical knowledge; (3) practice-based learning; (4) interpersonal and communication skills; (5) professionalism; and (6) systems-based practice. The evaluations will be based on observations of some or all of the following: physicians supervising the resident/fellow, peers, ancillary personnel, Health Plan members, and review of medical records and procedure/surgery logs. Deficiencies will be described in detail and a course of remediation, if appropriate, will be outlined in writing.

Each evaluation should be reviewed with the resident/fellow. The resident or fellow should sign the evaluation to acknowledge its receipt. The resident or fellow may submit a written response or statement for attachment to the evaluation.

The written evaluations become part of the resident's/fellow's permanent record and are an important basis for reappointment, certification, and future reference letters.

2. Evaluation of Program

During some academic years, the Institutional GME office sends a confidential survey evaluating the quality of residency/fellowship training and compliance with Resident Duty Hours rules to all residents/fellows in Kaiser Permanente-sponsored programs in Northern California. This is conducted to help our residency/fellowship programs offer the best education and learning climate possible. The Institutional Office provides each facility Director of Graduate Medical Education a summary of the results and comments.

B. Corrective Action

A resident or fellow is either in good standing, in remediation, suspended, or dismissed. Corrective action, including remediation, may be necessary to address performance deficits, misconduct, or failure to meet professional standards by a resident or fellow. Corrective action is normally progressive. However, certain clear and serious actions of misconduct, e.g., abandonment of patients, gross negligence in the performance of duties, willful destruction, damage, or theft of the property of another, and other actions of a similar nature do not need to be disciplined progressively and may be grounds for immediate dismissal.

Each resident/fellow is entitled to the benefits of the academic and professional appeals process upon receipt of notice that his/her participation in a training program is to be terminated, suspended, or significantly reduced in scope of professional activity.

Please see **Appendix A** for a detailed description of the academic and professional appeals process.

C. Requirements

1. Licensure

- Effective January 1, 2024, a trainee must obtain a Postgraduate Training License (PTL) within 180 days after enrollment in a Board-approved postgraduate program. The Board will issue a PTL for up to 36 months for all United States, Canadian and International medical graduates, only while enrolled in a California ACGME-accredited postgraduate training program.
- A PTL holder who received 12 months (US & Canadian graduates) or 24 months (international graduates) credit of Board-approved postgraduate training, have taken and passed either USMLE Step 3 or COMLEX Level 3, may apply for a Physician & Surgeon's (P&S) license.
  Please see below links for information.
  California Medical Board
  https://www.mbc.ca.gov/Licensing/Postgraduate-Training-Licensees/
  Osteopathic Medical Board
  https://www.ombc.ca.gov/applicants/osteo_postgrad_training_license.shtml

2. **Health Screenings**

   All residents and fellows are required to have the physical and mental ability to perform the essential duties of the residency training program and meet hospital standards for immunity to rubella, mumps, and varicella zoster. Residents and Fellows must also be screened for Hepatitis B status. Hepatitis B vaccine is offered and residents/fellows with non-immune status are strongly advised to receive the vaccine series. In addition, all residents/fellows are required annually to provide evidence of freedom from infection with tuberculosis. (See Health Screenings Policy available on the HRconnect website).

3. **Universal Precautions**

   All residents/fellows are required to meet and practice hospital standards for universal precautions and air and blood-borne pathogens.

4. **Cardio-Pulmonary Resuscitation (CPR) Certification**

   Each training program, in accordance with the RRC and medical staff requirements, determines the regulations for CPR certification.

BENEFITS AND SERVICES (Group Benefits are subject to change. Notification of change will be provided in advance.)

A. Health Insurance

Kaiser Foundation Health Plan (KFHP) is provided to a resident/fellow, resident's/fellow's spouse/domestic partner, and unmarried dependent children under 26 years of age.

Effective April 1, 2018, Kaiser Foundation Health Plan (KFHP) coverage becomes effective the first of the month following the date of hire. If the hire date is the first of the month, coverage becomes effective that day. The plan covers the resident/fellow, spouse or domestic partner, and unmarried dependent children under 26 years of age. KFHP is a comprehensive medical plan that provides covered services directly at Kaiser Permanente medical facilities. Coverage includes basic and major medical care such as hospitalization, surgery, maternity care, x-ray and laboratory expenses, durable medical equipment, as well as emergency care. This plan also provides vision care, which includes eye examinations, frames, or one pair of contact lenses, not to exceed a pre-determined amount, every 24 months. The Plan covers prescriptions by a physician of The Permanente Medical Group (TPMG), mental health provider, or a dentist. There is a pre-determined co-payment for each prescription filled at a Kaiser Permanente pharmacy. Prescriptions filled at non-Kaiser Permanente pharmacies are not covered. In addition, over-the-counter drugs may be purchased at a discount from any Kaiser Permanente pharmacy. The Plan also provides mental health coverage at Kaiser Permanente facilities. Coverage for outpatient care includes unlimited visits at no charge. Also, there is no charge for inpatient care for up to a pre-determined number of days.

Health insurance coverage ends on the last day of the month in which your employment with Kaiser Permanente ends.

B. Dental Plan

Effective April 1, 2018, Delta Dental Plan coverage becomes effective the first day of the month following three months of continuous employment. The plan covers a resident/fellow, spouse or domestic partner, and unmarried dependent children under 26 years of age. The Delta Dental Plan covers 90% of the reasonable and customary charges for diagnostic and preventive services such as X-rays and semiannual cleanings, 90% for basic services such as fillings, 90% of services such as crowns, and 50% of services such as prosthodontics. Orthodontics is limited to dependent children under age 19 and is covered at 50%, with a lifetime maximum benefit of $1,000. The Delta Dental Plan allows a resident to select any dentist. However, to receive full benefits, it is necessary to visit a participating Delta dentist. Most California dentists participate in the Delta Dental Plan. The maximum dental benefit is $1,000 per

person each calendar year. Dental insurance coverage ends on the last day of the month in which your employment with Kaiser Permanente ends.

C. Life Insurance, Accidental Death and Dismemberment, and Survivor Assistance

A resident/fellow is eligible for $5,000 company-paid group term life insurance effective the first day of the month after date of hire. A resident/fellow has an option to purchase Optional Life Insurance in the amount of $14,000. If this option is waived when first eligible and a resident/fellow wish to purchase it at a later time, Evidence of Insurability (EOI) may be required.

The company-paid life insurance also provides Accidental Death and Dismemberment (AD&D) coverage in the amount of $5,000. If Optional Life Insurance is purchased, it also will include AD&D coverage in the amount of $6,500.

A resident/fellow is automatically enrolled in the Survivor Assistance Benefit. Survivor Assistance provides financial assistance to a beneficiary in the event of the resident's or fellow's death. This benefit is equal to one month of base wage.

D. Professional Liability Insurance

Kaiser Foundation Health Plan, Inc. (KFHP) provides professional liability protection for its employees and residents/fellows and the employees of the following organizations: Kaiser Foundation Hospitals, Kaiser Foundation Health Plan, Inc. and The Permanente Medical Group, Inc. if any such employee is named as a defendant in a lawsuit alleging negligence arising from work performed on behalf of these organizations. It is, therefore, unnecessary for a resident to carry professional liability insurance.

KFHP will provide a defense for each employee and will pay, when appropriate or legally obligated, all sums which may be required in judgment or settlement of damages or injuries sustained by an injured third party, provided the employee was acting in good faith and within the course and scope of his/her job responsibilities when the negligent act is alleged to have taken place. KFHP is not obligated to provide a defense for or indemnify the employee if he/she is deemed to have acted wrongfully outside the scope of his or her employment, for example, in committing a crime or deliberate act which is intended to harm another person or damage property.

KFHP's protection of the above-mentioned employees is financially secured through a combination of self-insurance reserves which are actuarially determined and recorded as liabilities on KFHP's balance sheet, and excess professional liability insurance policies which are underwritten by credit worthy commercial insurers and reinsurers. Professional Liability Insurance covers residents/fellows while they are on residency/fellowship duties in Kaiser Foundation Hospitals or a designated training site. This coverage does not include professional work outside of the residency/fellowship program or volunteer activities without prior written approval of the Director of Graduate Medical Education. Any employee is free to obtain professional liability insurance if desired, but the cost of such independently purchased must be borne by the employee.

E. Retirement Programs

Retirement benefits at Kaiser Foundation Hospitals and The Permanente Medical Group, Inc. are designed to provide financial security in retirement. A resident/fellow does not accrue a pension benefit during his/her time in the Residency Program. However, if hired as a Permanente physician following completion of the Residency Program, training at the PG-2 level and beyond may count toward pension service in the Retirement Plan for Physicians.

F. Tax Sheltered Annuity Plan

A resident/fellow may elect to participate in the Tax-Sheltered Annuity (TSA) Plan on date of hire or anytime thereafter regardless of employment status or work schedule. The TSA Plan is designed to save money for retirement with pre-tax income. Pre-tax contributions may be made by deferring a percentage of wages into the plan. Contributions may be invested in a broad range of investment funds.

G. Unemployment Insurance

Employees of Kaiser Permanente are covered by the State Unemployment Compensation Disability Benefit Program. These benefits are designed to partially replace loss of wages when absent from work due to a non-work-related accident or sickness. A brochure on the State plan may be obtained from the Human Resource Service Center. A State Disability claim form must be filled out immediately upon being hospitalized or within the first week of illness if disabled at home. Benefits become payable on the first day of hospital confinement or on the eighth day of disability at home for those who are eligible.

H. Physician Assistance Program

Physician Assistance Program is available for confidential, cost-free counseling services. It is available to residents/fellows by self-referral or by referral from another source, e.g., Program Director. Services include counseling and referrals to professional resources for problems with alcohol, drugs, marital difficulties, family crises, financial or legal problems, and emotional or other concerns. The program is confidential; however, in certain situations, e.g., substance abuse, the Program Director will require a statement verifying that the resident is receiving ongoing therapy and is fit to practice in a clinical situation. For more information, visit the HRconnect website.

I. Parent Medical Coverage

Kaiser Permanente offers a group Health Plan coverage for eligible parents, stepparents, parents-in-law and parents' domestic partners. For a resident's/fellow's parents to qualify, the resident or fellow must be an active employee and eligible for Health Plan coverage. Also, the resident/fellow and the eligible parents must reside in the same Kaiser Permanente region. Premiums are based on age, sex, Medicare eligibility and the region in which the resident/fellow and his/her parents reside. The eligible parent(s) will be responsible for the entire amount of the monthly premium as well as any applicable co-payments.

J. License Fees

Physician residents continuing in Kaiser Permanente-sponsored programs beyond the PG-3 year will be reimbursed one time for the USMLE Step 3 or COMLEX Level 3 fee upon successfully passing the examination provided that the exam is taken by end of the 15th month of training. Residents/Fellows who take the exam after the end of the 15th month of training forfeit their right to reimbursement.

Residents and Fellows will be reimbursed for licenses and renewals required during residency training including California Medical license, Drug Enforcement Administrative (DEA) license, and Fluoroscopy license. Podiatric Surgery residents will not be reimbursed for their resident license but will be reimbursed for renewals from the California Board of Podiatric Medicine which is the only required license during residency training.

K. Other Benefits

1. Meals

Food services are available 24 hours a day in the cafeteria or vending machines. Meals will be provided to residents "on call" in-hospital.

2. Sleep Rooms

On-call sleep rooms are provided for in-hospital call duties. A resident/fellow lounge may also be provided.

3. Support Services

Patient support services, such as intravenous services, phlebotomy services, and laboratory services, as well as messenger and transportation services, are provided.

Laboratory/Pathology/Radiology Services are provided on a 24-hour basis, including access to reports by computer information systems.

Access to medical records is available 24 hours per day.

4. Lab Coats and Scrubs

White coats and surgical scrubs are provided for residents and fellows. Personal laundry service is not provided. Clothing should be neat, clean, and professional in alignment with the medical facility's dress policy.

5. Identification Badge

A photo ID badge is provided to each resident. This must always be worn.

6. Health Science Library

Health Science Library and services are provided. Access to the health science library is available 24 hours per day. Computers are available in the library for resident/fellow use, and the Librarian can provide instruction in their use. Access to kpLibraries is available to all residents and fellows.

7. Parking

Parking facilities are available for residents/fellows. Night escort service to the parking area is available through the Security Department.

8. Child and Elder Care Referral

A resident/fellow is eligible on date of hire for Child and Elder Care Referral. This program offers help in locating and selecting child and elder care by providing information on the resources available locally. Consultation is available through the Employee Assistance Program.

9. Commuter Choice Program

A resident/fellow is eligible to participate in the Commuter Choice Program. This Program allows residents and fellows to set aside tax-free dollars to pay for qualified public transportation, vanpooling and parking expenses to and from work.

10. Dependent Care Plan

A resident or fellow is eligible to participate in the Dependent Care Plan. The Dependent Care Plan allows contributions of up to $5,000 pre-tax on an annual basis to pay for eligible dependent care expenses. Examples of such expenses include care at a licensed daycare center or practical nursing care for an adult.

11. Alliant Federal Credit Union

A resident or fellow is eligible to join a full-service credit union which offers savings accounts, checking accounts, loans, home mortgages and other financial services.

12. Kaiser Permanente Activity Program

A resident or fellow may take advantage of Kaiser Permanente’s Activity Program that offers discounted rates as well as customized packages and other specials on a variety of entertainment venues and events, travel, gifts, products, and services.

13. Educational Stipend

Residents and Fellows are eligible for an Educational Stipend to attend a conference or for the purchase of books, CDs or other educational materials subject to the approval of the Program Director. Educational Stipend details by program specialty may be found at https://residency-ncal.kaiserpermanente.org/.

14. Wellness Stipend

Your health and wellness are important to Kaiser Permanente. An annual wellness stipend will be provided to Residents and Fellows.

15. Housing Allowance

A (taxable) housing allowance will be provided to residents/fellows to offset the cost of living in Northern California.

16. Supplemental Medical Plan

You may also receive additional coverage through the Supplemental Medical Plan. Consult the Supplemental Medical Plan document in Medtrics to learn more about this coverage.

17. Electronic Assets

Kaiser Permanente mobile devices and laptops are electronic assets that must be used for the purposes of business operations and/or job functions that involve patient care. KP iPhones and laptops in the Graduate Medical Education setting are to be administered by KP staff, Residents and Fellows only. This excludes the approval of KP iPhone and laptop use for affiliated Residents and Fellows. Employees must safeguard all electronic devices as they contain confidential and proprietary information and comply with KP's Principles of Responsibilities and electronic assets policy. Authorized users are prohibited from withholding KP assets and must return all assigned electronic devices to their respective GME office within 14 days of graduation/termination.

18. Board Exam Reimbursement

$1,500 Board Exam Course, total one-time amount reimbursed during residency.
$1,500 (up to) Board Exam reimbursement, must complete reimbursement request and board exam application receipt by May 31 of graduation year.

PROFESSIONAL CONCERNS: MEDICAL/LEGAL SERVICES

A. Witnessing Legal Documents

Residents and Fellows should not sign wills, power of attorney forms or other legal documents as witnesses. Frequently, proceedings to establish the validity of a will involve witnesses in lengthy court proceedings. A request to act as witness to a document should be courteously, but firmly, refused.

B. Medical Treatment and Authorization and Patient Consents

Upon admission to the hospital, a patient signs a general treatment authorization form. Subsequently, it may be necessary that specific treatment or operative consent be obtained in compliance with hospital policy and legal requirements. No specific treatment, procedures, or examinations may be carried out unless appropriate informed consent has been obtained from the patient or guardian or legal representative. It is essential that the patient gives informed consent that he/she fully understands the planned procedure, its potential benefits and risks and possible resulting problems. Any unauthorized procedure, treatment, or examination may be legally construed as an assault and battery. Please note "appropriate" means informed consent on the part of the patient, which includes discussion and documentation in the medical record of alternative forms of therapy.

Residents and Fellows are required to become familiar with the sections relating to permits, consents, and releases in the Nursing Policy and Procedure Manual located in each nursing unit. These outline the procedures to be followed in securing the appropriate authorization, permits and consents. In addition, there is a Consent Manual and a Consent Forms Manual located in the hospital Nursing Supervisor's office and in Health Information Management (Medical Records) which provide additional legal information.

Special care must be exercised in cases involving minors under age 18, unconscious or confused patients, operative procedures involving reproductive organs or therapeutic abortions and suspected child abuse. In such cases, the attending physician or the administrator's office should be contacted for guidance.

In the case of a medical emergency where treatment is required immediately, treatment may be given without the patient's express consent if the patient or legal representative is unable to consent. Consent to treatment is implied in an emergency when the patient or his/her legal representative is unable or unavailable to give consent. The details of the emergency must be documented, and two licensed physicians must sign the document.

Patients may refuse treatment. Physicians shall then document that treatment was explained and the consequences of refusal discussed with the patient.

Securing the patient's informed consent and authorization for treatment is the primary responsibility of the attending physician. The resident will carry out any instructions indicated by the attending physician in this regard and will make sure that all appropriate consents have been obtained prior to any treatment or procedure requiring same.

C. Responding to Legal Documents

Receipt of a subpoena, a summons to a court, request to examine a patient's medical record or otherwise obtain information from it, or a letter from a lawyer concerning patient or hospital matters should be reported immediately to the Medical-Legal Chief and to the Program Director.

D. Contact with Attorneys/Other individuals

Patient information is confidential and protected by law. Patient or chart information cannot be released to anyone without the consent of the patient or as authorized by law. The Health Information Management Department (Medical Records) handles the release of medical records. Generally, residents/fellows should not discuss patient care matters with persons who are not part of the patient's health care team, including investigators or attorneys, without notice to and in the presence of attorneys representing Kaiser Foundation Hospitals and/or The Permanente Medical Group, Inc. The Medical-Legal Department is available for further information.

E. Patient Rights and Responsibilities

Patient rights and responsibilities, as outlined in the Kaiser Foundation Hospitals Local Policies and Procedures Manual, shall always be observed.

F. No Code Status

Residents and Fellows are encouraged to become familiar and comfortable with discussing advanced directives with patients and their families and with the attending staff.

"No Code" orders are written, when appropriate, in accord with the Hospital's Rules and Regulations and policies and procedures. A progress note documenting the decision and any discussion with the patient, family members, and the patient's legal representative must be placed in the patient chart.

G. Durable Power of Attorney for Health Care

Patients admitted to the hospital will be asked by the Admissions Department whether they have executed a Durable Power of Attorney for Health Care (DPAHC), advance directives, living wills, or other related documents. Documentation of the discussion and any such available document are included in the chart.

H. Unusual Incident or Occurrence Reports

An Unusual incident or occurrence in which patients, visitors, or other persons are involved must be immediately reported in writing by any employee, including residents/fellows, witnessing the incident. The resident/fellowship physician will complete a "Report of Unusual Incident or Occurrence" which should be

forwarded immediately to the responsible administrator. In urgent cases, the report should be made by telephone. The resident/fellow should also notify the attending physician of unusual occurrences affecting his/her patients. The report is not part of the medical record, although relevant patient-specific information should be included in the medical record, as required and appropriate.

Examples of unusual occurrences include, but are not limited to, the following: patient falling out of bed, incorrect administration or dosage of the medication, patient, visitor or employee injury in the hospital, major complaints made by patient or visitor, etc.

MEDICAL RECORDS

Medical records are compiled for use in the care and treatment of the patient. It is a documentary of the course of illness and treatment. Only approved abbreviations and symbols may be used. Medical student entries must be co-signed by a resident/fellow or attending staff. Residents'/Fellows' history and physical examinations, operative reports, consultations, and discharge summaries must be reviewed, corrected as required, and countersigned by the attending physician. Dictation to the medical records is done only by residents, fellows, or attending staff.

Kaiser Permanente maintains compliance with requirements to protect the confidentiality and security of patient information under applicable state and federal law or regulations (e.g., the Health Insurance Portability and Accountability Act, the California Confidentiality of Medical Information Act, and Title 22 of the California Code of Regulations), the standards of health care accreditation bodies such as the Joint Commission, the National Committee for Quality Assurance (NCQA) and internal policies, including the *KP Principles of Responsibility.*

To protect each patient's confidentiality, only those persons responsible for a patient's care should use paper or computer records. The identity of each user of the computer record can be provided to the patient or their physician upon request. (See Obligations Regarding Confidentiality Policy available on the HRconnect website or the National KP Policy Library.

A. Admission History and Physical Examination

The admission history and physical examination requires the physician to clearly document the reason(s) why the patient needs admission to the hospital. A complete examination must be recorded on all patients within 24 hours of admission (including pelvic, rectal when appropriate). In the case of patients admitted for surgery, the history and physical examination must be recorded before surgery.

B. Progress Notes

The patient's progress is to be documented at least daily. All notes should be dated, timed and signed. In general, elements of the progress notes include:

1. Diagnosis
2. Plan for treatment
3. Need for continued stay at the acute (hospital) level of care
4. Need for diagnostic or therapeutic services
5. Procedures performed
6. Indicators for discharge

The record should be sufficiently detailed and organized so that the responsible physicians can provide effective, continuing care to the patient and can, if necessary, at a later date, determine what the patient's condition was at a specific time and can review the diagnostic and therapeutic intervention. Changes in

condition of the patient and results of treatment need to be documented. The record should also enable another physician to assume care of the patient at any time.

C. Operation Report

An operation report must be dictated immediately after surgery. Resident/Fellow dictations must be countersigned by the attending staff physician. In addition to the dictated report, a brief handwritten note should be placed in the chart. The operation report includes:

1. Preoperative diagnosis
2. Postoperative diagnosis
3. Operation performed
4. Surgeons
5. Findings
6. Procedure in detail

D. Discharge Summary

A discharge summary should be dictated before the patient leaves the hospital. The discharge summary must be reviewed and signed by the dictating resident/fellow.

The discharge summary includes:

1. Identification of MD dictating, patient medical record number, dates of admission and discharge
2. Attending staff MD and consultant services and MDs where appropriate
3. History of present illness/chief complaint in brief summary
4. Pertinent past history, social history, family history, and review of systems
5. Pertinent physical examination on admission
6. Pertinent laboratory and radiographic examinations
7. Course in hospital
8. Operations
9. Procedures
10. Final diagnosis in the same order as on the face sheet. (Note: Abbreviations are not allowed on the face sheet.)
11. Patient condition upon discharge
12. Discharge medications with dose(s) and frequency
13. Dietary instructions
14. Activities
15. Follow-up appointments

E. Death Summary

A death note and summary must be completed on all patients who expire in the hospital. The chart note should be written by the physician pronouncing the death and should contain the time and presumed cause of death. The dictation should follow the discharge summary format with additional information to include cause of death and autopsy information.

Residents and Fellows are encouraged to request permission for an autopsy (including limited autopsy). Residents and Fellows should also attend the autopsy or review the gross findings with the pathologist.

F. Completion of Medical Records

The law requires that medical records be completed within 14 days of a patient's discharge. A delinquent record is one that is incomplete more than 14 days after the date of discharge. Physicians with delinquent records will be notified and may face disciplinary action including suspension if records are not complete within seven days of notification.

Medical charts cannot be removed from patient care units or from the Health Information Management Department (Medical Records), except for patient care.

ENVIRONMENTAL HEALTH AND SAFETY POLICIES

Kaiser Permanente ensures safe and healthful working conditions in accordance with all federal, state, and local regulations. (See Environmental Health and Safety Policy available on the HRconnect website: or the National KP Policy Library.

A. Smoking Policy

Smoking is not permitted anywhere inside or outside buildings on the Medical Center Campus.

B. Electrical Safety

All electrical equipment must have proper shielding, power requirements, and wiring to be compatible with the medical center's electrical system. Any personally owned electrical devices must have appropriate clearance.

C. Fire and Disaster Drills

As part of the ongoing disaster awareness program, fire drills are conducted once each shift, each quarter, and disaster drills are conducted at least twice yearly. All members of the professional staff, resident/fellow staff, and support services are expected to be familiar with fire and disaster procedures and to participate, as required, when they are conducted. In addition to increasing awareness, the drills meet the requirements of various regulatory agencies governing the licensure of the hospital. (For details, see the Fire and Disaster Procedures available in the Graduate Medical Education office and discuss questions with any of the nursing supervisors.) Also, see the **Appendix D**: Disaster Response Policy.

D. Blood-borne and Air-borne Pathogens

All body fluids and specimens are regarded as potentially infectious. Universal precautions are practiced in all areas of the medical center. Each resident is required to attend a seminar or review a video outlining these practices at the commencement of his/her residency.

Syringes and needles and all sharp objects are to be disposed of in the "sharps" disposal boxes. Needles should not be recapped, nor should any sharp objects be left unattended.

All physicians are advised to receive the Hepatitis B vaccine, if indicated.

E. Physician Impairment

Since patient health and safety are the paramount concerns of the institution, no physician shall provide patient care while impaired by drugs or alcohol. This rule also prohibits the use of alcohol or drugs while on "beeper call" from home.

A resident/fellow suspected or found to have a substance abuse problem will be referred to the Physician Well-being Committee or to the Chemical Dependency Recovery Program for professional evaluation and assistance. This service is also available to any resident/fellow by self-referral. A resident or fellow concerned about the health and competence of a colleague or about a potential threat to patient care is strongly advised to report this to his/her Program Director or to the Director of Graduate Medical Education. Confidentiality is guaranteed for both the person reporting the possibility of substance abuse and for the person suspected of the abuse.

After treatment and rehabilitation and demonstrated evidence of an ongoing successful recovery program, the resident/fellow may be allowed to rejoin the residency/fellowship program with appropriate monitoring and other terms and conditions.

Reporting to legal authorities will be limited to the extent required by law. Circumstances which will result in reporting to regulatory agencies include resident/fellow refusal of treatment or non-compliance with the treatment plan, unsatisfactory progress towards recovery, risk to the safety of patients, or criminal activities such as stealing or selling illicit drugs.

F. Security

The hospital has instituted policies and procedures and other measures to enhance the security of staff, patients and visitors throughout hospital facilities and grounds, including parking facilities. Security measures are reviewed on a regular basis. Residents and Fellows are required to comply with program and hospital policies, procedures and practices regarding staff and patient security including, but not limited to, wearing photograph identification badges while on duty, participating in security measures training, and using hospital facilities for their designated purposes only.

G. Violence in the Workplace

Acts and/or threats of violence by employees or physicians on Kaiser Foundation Hospital premises, including carrying weapons in other than an official capacity, will not be tolerated and will be grounds for appropriate remedial action. Similarly, acts and/or threats of violence by patients or visitors against employees or physicians will not be tolerated and will be grounds for appropriate remedial action. The Violence in the Workplace policy is available on the HRconnect website or the National KP Policy Library.

RESIDENT REPRESENTATION ON MEDICAL CENTER COMMITTEES

Resident and fellow representation is strongly encouraged on medical center committees. Details may be obtained in the Graduate Medical Education office.

The institutional and facility Graduate Medical Education Committees must include peer-selected resident/ fellow representation. Each facility has a protocol for the annual selection of the resident/fellow representatives. Resident/Fellow matters and concerns may be brought to the committees through the resident/fellow members. However, any resident/fellow may directly contact the Director of Graduate Medical Education or any member of the Graduate Medical Education Committee.

PHARMACEUTICAL COMPANIES AND REPRESENTATIVES

Resident/Fellow interaction with pharmaceutical companies and their representatives shall be conducted in strict compliance with The Permanente Medical Group (TPMG) Conflict of Interest Policy (**Exhibit C**). Any questions regarding the interpretation of the TPMG Conflict of Interest Policy should be discussed with the Program Director.

FINAL CLEARANCE

A check-out form must be completed by the resident/fellow and submitted to the Graduate Medical Education office to receive his/her final paycheck. The following items are required:

1. Forwarding address and phone number or email address

2. Signature of Health Management Information (Inpatient Medical Records) or Program Director documenting that all incomplete and delinquent medical records have been dictated and signed

3. Signature of Program Director or GME coordinator

4. Clearance from the Graduate Medical Education Office

5. Return of parking card, meal card, ID badge, keys, lab coats, scrubs, pager, phone, laptop, XyLoc proximity badge, and any and all KP property.

6. Clearance from the Health Science Library for return of books.

RESIDENCY CLOSURE OR REDUCTION IN SIZE

In the event that a residency/fellowship program is reduced in size or closed, Kaiser Permanente will inform the Institutional Graduate Medical Education Committee, Designated Institutional Official and residents/fellows involved as soon as possible. Kaiser Permanente will also, if necessary, assist residents/fellows in securing a position in another ACGME-accredited program or otherwise allow the affected residents/fellows to complete their education.

APPENDICES

KAISER PERMANENTE
Medical Care Program

APPENDIX A

NORTHERN CALIFORNIA
POLICY AND PROCEDURE

POLICY SECTION: GME INSTITUTIONAL ADMINISTRATION	**May 2021**
TITLE: RESIDENT ACADEMIC AND PROFESSIONAL APPEAL PROCESSES	
CONTACT PERSON: Institutional Director of Medical Education	**PAGE 1 of 6**

I. POLICY

The purpose of this policy is to facilitate the fair and timely resolution of issues concerning a Resident's academic or professional performance. This policy, as of its effective date, and thereafter as from time to time amended, sets out the exclusive internal administrative procedures by which a Resident may obtain review of a decision which directly concerns his or her academic or professional performance. This policy shall supersede any prior policies, bylaws, rules or regulations addressing Residents' academic and professional appeals processes, including the Professional Staff Bylaws.

II. DEFINITIONS: Capitalized terms are defined in Exhibit A, or in the text of this policy.

III. SCOPE OF POLICY AND PROCEDURE

A. Informal Review (Section IV) is the process available to a Resident to appeal all Decisions that do not fall under the definition of an Adverse Decision.

B. A Resident subject to an Adverse Decision has a right to request a hearing under the Formal Appeal and Hearing Procedure (Section V below).

C. Residents do not have a right to the Informal Review or the Formal Appeal and Hearing Procedure for actions taken against Residents acting in any other capacity, *e.g*. in his/her capacity as a "moonlighter."

IV. INFORMAL REVIEW

A. Scope:

Informal Review is the process available to the Resident to appeal Decisions other than Adverse Decisions. Decisions subject to Informal Review include, for example, routine assessments of the Resident's performance or progress, letters of warning, letters of remediation, suspensions for medical record delinquencies pending completion of the records where the period(s) of suspension total less than thirty (30) calendar days in a twelve (12) month period, and Administrative Suspensions or Dismissals, *e.g.*, for failure to obtain a California physician's license in the requisite time period, or restrictions imposed on a California physician's license.

B. Process:

1. When the Resident disagrees with a Decision, the Resident has the right and the responsibility to address the disputed matter with his/her Program Director within 30 calendar days of the Decision. The Program Director shall meet with the Resident to discuss his or her concerns and provide the Resident with a written

response within ten (10) business days of the meeting. All written documentation about the disputed matter shall be made part of the Resident's Residency Program file ("File"). If the Resident fails to discuss a Decision with his/her Program Director within thirty (30) calendar days, he/she waives any right to Informal Review of the Decision.

2. If the Resident is dissatisfied with the outcome of the Program Director's review of the matter, the Resident may submit a written statement to the facility Director of Graduate Medical Education ("DGME"), or the Regional DGME, if the DGME is the Resident's Program Director. The written statement must describe the Resident's concern(s), the reasons why the Resident believes the matter remains unresolved, and the resolution the Resident is seeking. The DGME shall meet with the Resident to discuss his or her concerns and provide a written response within ten (10) business days of the meeting. All written documentation shall be made part of the Resident's File. The Resident has no further right to review the matter.

V. FORMAL APPEAL AND HEARING PROCEDURE

A. Scope:

This Formal Appeal and Hearing Procedure is the process available to a Resident to appeal an Adverse Decision.

B. Procedure:

1. Notice of Adverse Decision and Right to Request Hearing: A Resident who is subject to an Adverse Decision shall be notified in writing mailed or delivered within ten (10) business days of the Adverse Decision. The written notice shall advise the Resident of his/her right to request a hearing before an Ad Hoc Review Panel and the time limit for requesting the hearing. The written notice shall be hand-delivered to the affected Resident or sent by certified or registered mail, return receipt requested to the Resident's last known address on file in the Office of Graduate Medical Education. It is the Resident's responsibility to keep the Office informed of his/her current mailing address. Failure to do so may be deemed a waiver of the Resident's right to a hearing and acceptance of the Adverse Decision. The written notice shall be deemed received the sooner of the documented date of actual delivery to the Resident or three (3) calendar days after the date it is mailed.

2. Time to Request Hearing/Notice of Attorney Representation: To obtain a hearing, the Resident must submit a written request to the Regional Director of Graduate Medical Education (DGME) within thirty (30) calendar days of receipt of the written notice to the Resident of the Adverse Decision. If the Resident intends to be represented by an attorney in the hearing (as further described at Section VB4), his/her request for a hearing must so state and must provide the name and address of the attorney.

3. Parties: The parties to the hearing shall be the Resident, and the Program Director (or his/her designee) acting on behalf of the Residency Program.

4. Representation: The Resident shall be entitled to be represented by an attorney or an advisor, at his/her expense. In addition to notifying of intent to be represented by an attorney when submitting his/her request for a hearing, the Resident must promptly notify the DGME, the Hearing Officer, and the Program Director in writing, and in any case no later than fifteen (15) calendar days before the date set for commencement of the hearing, of any change in representation or any decision to proceed without representation. If the Resident timely notifies the DGME, Hearing Officer, and Program Director of his/her decision not to be represented by an attorney, an attorney shall not represent the Residency Program at the hearing. If the Resident fails to timely notify of a decision not to be represented by an attorney, the Residency Program may proceed with attorney representation in the hearing, even if the Resident is not represented by an attorney in the hearing, which shall be decided by the DGME. Whether or not either party is represented by an attorney during the hearing, each party shall be entitled to receive assistance of an attorney (including communications between the attorneys and the Hearing Officer) with respect to pre-hearing matters, preparation for the hearing, and preparation of any written statements.

5. Failure to Timely Request a Hearing—Effect: The Resident's failure to submit a timely written request for the hearing shall constitute waiver of his/her right to a hearing and acceptance by the Resident of the Adverse Decision.

6. Hearing Arrangements; Appointment of Ad Hoc Review Committee and Hearing Officer; Role and Authority of Hearing Officer:

a) Within ten (10) business days of receipt of the Resident's written request for a hearing, the DGME shall arrange for the hearing. This responsibility includes such matters as scheduling a hearing date, appointing the Ad Hoc Review Panel, appointing a Hearing Officer, and notifying the parties of the names of the Ad Hoc Review Panel members and the Hearing Officer and the date, time, and place of the hearing. The hearing shall be scheduled to begin within no less than thirty (30) and no more than sixty (60) calendar days of receipt of the Resident's request.

b) The Ad Hoc Review Panel membership shall consist of:

i) Two faculty members, one of whom shall act as Chairperson ("Chair").
ii) One resident.

The Ad Hoc Review Panel members must not have acted as accusers, fact finders, or initial decision-makers in, or previously taken an active part in, the matter contested. One Panel member must be in the same specialty as the affected Resident. Where feasible, the other members shall be from a different department than the Resident requesting the hearing. The Resident shall be afforded a reasonable opportunity to question the Ad Hoc Review Panel members, and to challenge the impartiality of any member, as further described at Section VB7a below.

c) A Hearing Officer shall be appointed to preside at the hearing.

i) The Hearing Officer may participate in the deliberations and act as a legal advisor to the Ad Hoc Review Panel, but he or she shall not be entitled to vote. He or she shall act to assure that all participants in the hearing have a reasonable opportunity to be heard and to present all relevant oral and documentary evidence, and that proper decorum is maintained. He or she shall be entitled to determine the order of or procedure for presenting evidence and argument during the hearing, and to set reasonable schedules for timing and/or completion of all matters related to the hearing.

ii) He or she shall have the authority and discretion, in accordance with this Policy, to grant continuances, to rule on disputed discovery requests, to decide when evidence may or may not be introduced, to rule on witness issues, including disputes regarding expert witnesses, to rule on challenges to Ad Hoc Review Panel members, to rule on challenges to himself or herself serving as a Hearing Officer, and to rule on questions which are raised prior to or during the hearing pertaining to matters of law, procedure, or the admissibility of evidence.

iii) If the Hearing Officer determines that either side in a hearing is not proceeding in an efficient and expeditious manner, the Hearing Officer may take such discretionary action as seems warranted by the circumstances, including, but not limited to, limiting the scope of examination and cross-examination and setting fair and reasonable time limits on either side's presentation of the case. Under extraordinary circumstances, the Hearing Officer's discretionary action includes, to the extent permitted by law and subject to concurrence of the Ad Hoc Review Panel, termination of the hearing. If the termination order is against the AD Hoc Review Panel, the charges against the resident will be deemed to have been dropped. If, instead, the order is against the resident, the resident will be deemed to have waived his/her right to a hearing. The party against whom termination sanctions have been ordered may appeal the matter to the DGME.

iv) In all matters, the Hearing Officer shall act reasonably under the circumstances and in compliance with applicable legal principles and this Policy. In making rulings, the Hearing Officer shall endeavor to promote a less formal, rather than more formal, hearing process and also to promote the swiftest possible resolution of the matter, consistent with the standards of fairness set forth in this Policy. When no attorney is accompanying any party to the proceedings, the Hearing Officer

shall have authority to interpose any objections and to initiate rulings necessary to ensure a fair and efficient process.

7. Pre-Hearing Procedures

a) As soon as possible after appointment of the Hearing Officer and the members of the Ad Hoc Review Panel, the Hearing Officer shall arrange a reasonable process to enable the Resident to pose reasonable and relevant questions and receive answers from the Hearing Officer and each of the Ad Hoc Review Panel members as to possible bias. This may, in the discretion of the Hearing Officer, be conducted in writing, by telephonic meeting, or in person. All challenges must be raised prior to the start of the hearing, unless the challenging party did not know, and could not have known with reasonable diligence, the information upon which the challenge is based prior to the start of the hearing. All challenges shall be ruled upon by the Hearing Officer.

b) Within ten (l0) business days after receipt of the Resident's written request for a hearing, the Program Director shall prepare a brief written statement setting forth the Adverse Decision and the reasons for the Adverse Decision, including the acts or omissions with which the Resident is charged. A copy of the statement shall be hand-delivered or sent to the Resident by certified or registered mail, return receipt requested, at his or her last known address on file in the Office of Graduate Medical Education, with a copy to the DGME.

c) As soon as reasonably practicable after receipt of the request for a hearing, each party shall have the right to inspect and copy, at the requesting party's expense, relevant documents of the other party, subject to applicable privileges. The right of inspection and copying does not extend to confidential information referring solely to individually identifiable practitioners other than the affected Resident. The Hearing Officer shall consider and rule on any request for access to information and may impose any safeguards that the protection of the hearing process, patient confidentiality, and justice require.

d) Upon request, either party may request, and within ten (10) business days of such request, the other party shall provide a list of witnesses (including name, title, and address) expected to testify on behalf of that party at the hearing.

e) Additionally, whether previously requested, at least ten (10) business days before the scheduled hearing date, each party shall distribute the following items to the other party and to the Hearing Officer:

i) A list and copies of the documents which the party intends to introduce.
ii) A list of the party's witnesses with a summary of the subject matter about which each witness will be testifying and the relevance of that witness' testimony to the matters at issue in the hearing.

Failure, without good cause, to provide copies of documents and/or information about intended witnesses and testimony shall be grounds for the Hearing Officer to exclude the proffered documents and/or testimony. The Hearing Officer may provide for prior distribution of documents to the Ad Hoc Review Panel once each party has had a reasonable opportunity to review and pose any objections to the proffered evidence.

f) The Hearing Officer shall address any other pre-hearing procedural disputes. Objections to any pre-hearing decision or ruling should be posed to the Hearing Officer and ruled upon as promptly as possible prior to the hearing and may be succinctly reasserted at the hearing.

8. Rights of the Parties at the Hearing: During the hearing, both parties shall have the following rights:

a) To be provided with all information made available to the Ad Hoc Review Panel;
b) To call, examine, and cross-examine witnesses;
c) To present and rebut evidence determined to be relevant by the Hearing Officer;
d) To submit a written statement at the close of the hearing;
e) To be accompanied at the hearing by an advisor and/or an attorney, as further described at Section VB4.

9. Resident's Failure to Personally Appear and Proceed—Effect: The Resident's failure to personally appear and proceed at the hearing without good cause shall constitute a waiver of the right to a hearing and acceptance by the Resident of the Adverse Decision.

10. Presence of Ad Hoc Review Panel: All members of the Ad Hoc Review Panel are expected to be present throughout the hearing. However, if an Ad Hoc Review Panel is unavoidably absent from any part of the proceedings, the absent Panel member may review the recording or transcript of the missed hearing (or portion thereof), and thereafter may participate in deliberations and the final decision.

11. Procedure at the Hearing

a) The Hearing Officer shall preside at the hearing and assure that all parties are heard and given an adequate opportunity to present relevant evidence and arguments.

b) Order of presentation:

i) Each party may make an opening statement.
ii) After each party has made or waived its opening statement, the Program Director shall present, including any witness(es) he or she intends to call.
iii) The Resident shall present second, including any witness(es) the Resident intends to call.
iv) The Resident may be called as a witness and is expected to testify in response to questions posed by the Program Director.
v) The Ad Hoc Review Panel or Hearing Officer may pose questions to any witness, including the Resident.

c) Continuances may be granted by the Hearing Officer upon timely request and a showing of good cause. The Hearing Officer should consider the schedules and availability of the Ad Hoc Review Panel members in ruling on any requested continuances and shall afford priority to expeditious completion of the hearing.

d) The hearing shall be closed and informal. Rules of evidence or judicial procedure need not be followed. Testimony, however, shall be under oath.

e) On conclusion of the presentation of evidence and arguments, the Hearing Officer shall declare the hearing closed.

f) Thereafter, the Ad Hoc Review Panel shall deliberate privately and reach a decision based on the evidence presented at the hearing, including oral testimony, written statements, and other documents, including medical record information, introduced at the hearing. The Chair shall preside over the deliberations, with the assistance of the Hearing Officer who shall be present at and may participate in these deliberations for the purpose of assuring that all relevant issues are addressed, and that appropriate legal standards and procedural rights are observed but shall not vote. The Hearing Officer shall also be responsible to prepare the written report of the Ad Hoc Review Panel's decision.

g) Within thirty (30) calendar days of the close of the hearing, the Ad Hoc Review Panel shall issue its report and decision in writing to the Hospital Administrator and the DGME. The report shall include findings of fact and a conclusion stating the connection between the evidence produced at the hearing and the decision reached. The report, which shall constitute the final decision of the Ad Hoc Review Panel, shall make findings as to whether the Adverse Decision was or was not reasonable and warranted; but the Ad Hoc Review Panel shall not have authority to modify or impose an alternative Adverse Decision... The Hearing Officer shall have a copy of the report sent to the Resident by personal delivery or registered or certified mail, with a copy to the Program Director.

h) The decision of the Ad Hoc Review Panel is final, and neither party has any further right to review of the matter.

i) The report and decision of the Ad Hoc Review Panel shall be made part of the Resident's File.

C. Other Hearing Issues:

1. 1. Burden of Going Forward and Burden of Persuasion: The Program Director or other decision-making body which made the Adverse Decision shall initially come forward with evidence in support of the decision concerning the Resident. Thereafter the burden will shift to the Resident to come forward with evidence to establish the decision was improper. The Ad Hoc Review Panel will evaluate the evidence presented. The decision of the Program Director or other decision-making body will be upheld unless the Ad Hoc Review Panel finds upon review of the evidence presented that by clear and convincing proof the disputed action was arbitrary or capricious.

2. Fees and Costs: Each party shall bear its own legal fees and other costs.

3. Recording the Proceeding: The Hearing Officer shall arrange to have the hearing recorded by a court reporter, at the expense of the Residency Program. A party shall not be permitted to independently audio or videotape, or otherwise record the proceedings. The Hearing Officer shall provide a copy of the transcript to a requesting party upon payment of the cost therefore, as follows: The cost of a transcription of the matters reported by the court reporter shall be borne by the party requesting the transcription. A party requesting a copy of a transcription shall pay the cost of the copy. The Office of Graduate Medical Education shall retain the original transcripts.

GLOSSARY

Adverse Decision means an action or proposed action which directly concerns the Resident's academic or professional performance and involves the Resident's proposed dismissal or dismissal (other than Administrative Dismissals) from the Residency Program, or otherwise threatens a Resident's intended career development. An Adverse Decision includes, but is not limited to:

- Notice of intent to suspend or suspension (except Administrative Suspensions or suspensions which total no more than thirty (30) calendar days in any twelve-month period, *e.g.,* for medical records delinquency pending completion of the records);
- notice of intent to dismiss or dismissal (except Administrative Dismissal);
- requiring the resident to repeat a residency training year
- nonrenewal of the Resident's contract;
- any action for which a report is required to a government agency, *e.g.*, a report to the Medical Board of California for a medical disciplinary cause or reason under California Business and Professions Code section 805.

Administrative Suspension or Dismissal means an automatic suspension or dismissal, such as a dismissal for failure to obtain a California physician's license in the requisite time period.

Decision means an action or proposed action which directly concerns the Resident's academic and professional performance.

Resident means a post-graduate medical or podiatric trainee, including a training fellow, who is enrolled in an approved medical or podiatric residency program sponsored by a Kaiser Foundation Hospital.

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Job Title/Job Code	Job Code	Annual Rate 2024-2025	Hourly Rate 2024-2025
Resident I	**022400**	$76,773.00	$36.9101
Resident II	**022411**	$80,887.00	$38.8881
Resident III	**022412**	$86,030.00	$41.3606
Resident IV	**022413**	$91,059.00	$43.7784
Resident V	**022440**	$95,531.00	$45.9285
Chief Resident III	**022417**	$89,016.00	$42.7963
Chief Resident IV	**022416**	$94,045.00	$45.2140
Chief Resident V	**022415**	$98,518.00	$47.3645
Resident Faculty	**022419**	$143,328.00	$68.9077
Fellow I	**022437**	$101,504.00	$48.8000
Fellow II	**022438**	$104,490.00	$50.2357
Fellow III	**022441**	$107,477.00	$51.6717
Chief Fellow III	**022439**	$113,777.00	$54.7000

Annual Housing Stipend (2024-2025)		
$8,000.00	$4000.00 near the beginning of the academic year. $4000.00 near the middle of the academic year.	All new and continuing residents & fellows
Wellness Stipend (2024-2025)		
$720.00	Full amount near the beginning of the academic year.	All new and continuing residents & fellows

Education Stipend (2024-2025)		
$1000.00	Full amount near the beginning of the academic year.	All new and continuing residents & fellows

Relocation Stipend (2024-2025)		
$1,000.00	Full amount near the beginning of the academic year.	All new residents and fellows

Meals Stipend (2024-2025)		
$1800.00	$900 near the beginning of the academic year. $900 near the middle of the academic year.	All new and continuing residents & fellows

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APPENDIX C

NORTHERN CALIFORNIA
POLICY AND PROCEDURE

POLICY SECTION: GME INSTITUTIONAL ADMINISTRATION	**May 2021**
TITLE: **CONFLICT OF INTEREST POLICY**	
CONTACT PERSON: Institutional Director of Graduate Medical Education	

I. PURPOSE

Kaiser Permanente Residents shall not engage in any activities which create, or appear to create, a conflict of interest, and which could

1. Adversely impact the independence and objectivity of their judgment in carrying out their responsibilities as a trainee, or

2. Conflict with the interests of Kaiser Permanente members and patients, or

3. Create the appearance of impropriety from an ethical, legal or compliance perspective.

II. SCOPE

This policy applies to all KFH sponsored resident physicians. **Conflict of Interest** means any personal relationships or interests, including financial interests, which interfere or have the potential to interfere with professional roles, responsibilities or judgments of residents, and which place the interests of trainees ahead of the interests of Kaiser Permanente.

III. POLICIES

Competitor, Vendor and Supplier Relationships

To protect the interests of Kaiser Permanente (KP) members and patients, The Permanente Medical Group (TPMG), and the Kaiser Permanente Medical Care Program, the selection of drugs, devices, supplies, equipment and services for purchase, or inclusion in a formulary or Clinical Practice Guideline, must be based on sound clinical (quality, safety and effectiveness) and business (dependability, value, service, price) criteria. Relationships between KP residents and Vendors, (including suppliers and commercial entities doing business with or seeking to do business with Kaiser Permanente) must be free of conflict of interest, or the appearance of conflict of interest.

Physicians, trainees, and others with the ability to direct or influence the selection, purchase or utilization of goods or services by Kaiser Permanente must have a current, signed Conflict of Interest disclosure attesting that they or an immediate family member,

1. Have not received direct or indirect remuneration from a Vendor.

2. Have no financial interest in the Vendor or a competitor of the Vendor.

3. Vendor, in this section, refers to a Vendor whose products or services will be, or could be, considered for selection, purchase or utilization by a group on which the resident serves.

Should a conflict develop, physicians and trainees serving in these capacities shall disclose the conflicts and recuse themselves from participating in purchasing decisions or deliberations related to the selection, purchase or utilization of the products or services of the Vendor, or a competitor of the Vendor.

"*Financial interest*" means ownership interest in stocks, bonds, privately held companies, debt obligations, options, rights to buy or sell stock, shares in profits, investments, or other proprietary interests. "Financial interest" does not include ownership of mutual fund shares or stock holdings in a publicly traded company, provided the shares in the publicly traded company total 1% or less of the company's ownership and are not a controlling interest in the company.

For purposes of this policy, "*immediate family member*" means a current or former spouse or domestic partner; an adopted or biological child or stepchild; the spouse or domestic partner of an adopted child, biological child or stepchild, whether or not they reside in the trainee's household; or anyone residing in the trainee's household.

"*Family member*" includes parents, grandchildren, siblings, aunts, uncles, cousins, in-laws, spouse or domestic partner's immediate family and other close relatives.

Gifts

Residents may not accept products or services from Vendors, Consultants or organizations doing business or seeking to do business with Kaiser Permanente, which are free, or at reduced or discounted prices, and which are for the benefit of the physicians or their family members.

Residents may not accept Vendor funding for items of value, including but not limited to equipment, supplies, salaries, for the Residency Program, Department, or the Medical Center other than as stipulated in an approved research arrangement, negotiated as part of a purchasing agreement, or arranged through a contract with Kaiser Permanente for evaluation of a new technology.

Commercial Support for Education

TPMG Physician Education and Development (PED) shall maintain fiscal oversight and fiscal control of any commercial funds used to support CME and GME programs in Northern California. Unrestricted educational grants from Vendors will be accepted through written contract with PED. The Director of Continuing Medical Education/and or Director of Graduate Medical Education will work with internal program planners to ensure compliance with CME and/or GME policies and facilitate disbursement of funds.

Commercial entities providing unrestricted grants for CME and/or GME may not disperse separate from the contract, and residents may not accept directly from the commercial entity, honoraria, faculty expenses, travel reimbursement, gifts, gratuities or other compensation.

Drug, device, equipment and biotech companies (Vendors) and other commercial entities may not provide funding for meals, snacks, gifts or other forms of compensation for departmental meetings, CME and/or GME meetings on-site in Kaiser Permanente facilities, or off-site at meetings directed specifically to KP physicians and trainees, employees, or allied health professionals.

Vendor support for meals provided to all participants as part of a CME and/or GME meeting or professional society meeting which is open to all physicians is considered to be a legitimate part of attendance at the meeting and is allowed.

Residents who serve as faculty at CME and/or GME or other educational programs must sign a "Disclosure of Conflict of Interest" form, even if no conflict exists.

Involvement with Organizations Outside Kaiser Permanente
Participation in professional societies and medical societies is encouraged. Residents may serve as Officers and Directors of these associations.

Residents may not serve as Officers, Partners, Directors or consultants to an organization or entity which competes with Kaiser Permanente.

Residents may not serve as Officers, Partners, Directors, or consultants to an organization which does business with, or which may seek or plan to do business with, KP without prior approval of the Program Director and Designated Institutional Official (DIO), who will evaluate the request based on the potential for conflict of interest or adverse impact on Kaiser Permanente. This includes drug, biotech, device, and equipment suppliers among others.

For the purpose of this policy, proprietary information is information in which Kaiser Permanente has an ownership interest, potential ownership interest, or other legal right (e.g. license or Copyright), or the disclosure of which could adversely impact the organization.

Speakers' Bureaus
Residents may not receive remuneration, gifts, gratuities, travel expenses or honoraria from Vendors for participation in a Vendor's Speakers' Bureau. Residents must receive prior approval from the Program Director to participate, and approval will be granted only in those circumstances in which participation is deemed to be in the interest of Kaiser Permanente.

Honoraria and Presentations
Residents may not accept and retain honoraria from a Vendor for teaching or giving presentations, including payment for time, travel expenses, meals, entertainment, recreational or social activities.

Honoraria from educational institutions, training programs, professional associations, non-profit organizations, or government agencies may be accepted and retained, with prior approval from the Program Director and DIO.

Inclusion of confidential or proprietary Kaiser Permanente data or information in outside teaching or lecture materials is prohibited.

Vendor-Sponsored Product Demonstrations, Non-CME Educational Programs and Conferences
Residents may not accept reimbursement from Vendors for the cost of travel and/or attendance at product demonstrations, conferences, or non-CME educational programs. KP may choose to sponsor/support a resident's attendance at such a meeting if it is deemed to be in the interest of KP.

Residents may, on their own time and at their own expense, attend such meetings if:

1. Nothing of substantial value is received by the resident.

2. The meeting is available to all residents within and outside KP.

Representing Kaiser Permanente
A resident, in his/her professional capacity should not represent himself/herself as a representative of TPMG or Kaiser Permanente in any manner outside the scope of his/her job responsibilities and duties, without prior approval of the Program Director.

Employment of Family Members or Other Relatives
Residents should not hire, manage, or supervise family members. Family members who are employed by KP should be reasonably separated from each other with respect to the scope of supervision and influence in job assignments, appraisals, promotions, compensation, and other employment-related matters.

Medicare and Medicaid Referrals

Residents may not offer, pay, solicit or receive anything of value for the referral of any Medicare patient if Medicare is reasonably expected to pay for any part of the service or supply that is provided as part of the referral.

Residents may not refer any Medicare or Medicaid beneficiary for health services (including supplies and prescription drugs) to any entity in which the physician or a family member has an ownership interest or a compensation arrangement.

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APPENDIX D

NORTHERN CALIFORNIA
POLICY AND PROCEDURE

POLICY SECTION: GME INSTITUTIONAL ADMINISTRATION	**May 2021**
TITLE: **DISASTER POLICY**	
CONTACT PERSON: Institutional Director of Graduate Medical Education	

I. PURPOSE

In the event of a disaster impacting the graduate medical education programs sponsored by Kaiser Permanente (KP), the Institutional Graduate Medical Education Committee (IGMEC) establishes this policy to protect the wellbeing, safety and educational experience of residents enrolled in our training programs.

II. SCOPE

This policy applies to all KFH sponsored resident physicians.

III. POLICIES

For the purposes of this policy, the definition of a disaster is the prolonged interruption of patient care services or as defined by the ACGME in their policies or procedures published at a later date. Following a disaster, the IGMEC working with the Designated Institutional Official (DIO) and other sponsoring institution leadership will strive to restructure or reconstitute the educational experience as quickly as possible following the disaster. 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 and IGMEC will make the determination that transfer to another KP medical center is necessary.

Once the DIO and IGMEC determine that the current program site 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 other existing KP programs at other facilities until such time as the current program site is able to resume providing the educational 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 or facility will be necessary. Should that initial time estimate need to be extended, the resident will be notified by their Program Directors using written or electronic means identifying the estimated time of the extension. If the disaster prevents the current program site from re-establishing an adequate educational experience within a reasonable amount of time following the disaster, then **permanent transfers** will be arranged.

The DIO will be the primary institutional contact with the ACGME and the Institutional Review Committee 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 KP will work collaboratively with the KP DIO who will coordinate on behalf of KP the ability to accept transfer residents from other institutions. This will include the process to request complement increases with the ACGME that may be required to accept additional residents for training.

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 backup computerized data in a separate geographic location away from the program site.

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APPENDIX E

NORTHERN CALIFORNIA
POLICY AND PROCEDURE

POLICY SECTION: GME INSTITUTIONAL ADMINISTRATION	**May 2021**
TITLE: **Pre-Employment Drug Testing**	
CONTACT PERSON: Institutional Director of Graduate Medical Education	

1.0 Policy Statement
The Kaiser Permanente Northern California Region (KP) is committed to providing comprehensive employment screening of all applicants upon a conditional offer of employment. In addition, KP requires that all individuals external to KP who have been offered employment complete pre-employment drug testing demonstrating the absence of illegal drugs or inappropriate use of legal drugs.

2.0 Purpose
The purpose of this policy is to take appropriate action designed to ensure a safe environment for employees, members, patients and the community, and to protect the financial resources and assets of KP.

3.0 Scope/Coverage
This policy applies to all individuals external to KP who received a conditional offer for employment in the Northern California Region in full-time, part-time, temporary or on-call/per diem positions, any paid student or intern, and Home Health/Hospice volunteers with any of the following entities (collectively referred to as "Kaiser Permanente"):

3.1 Kaiser Foundation Health Plan, Inc. and Kaiser Foundation Hospitals (together, KFHP/H);

3.2 KFHP/H's subsidiaries; and

3.3 The Permanente Medical Group (TPMG) [NOTE: This policy is not applicable to individuals applying for positions as physicians, podiatrists or Vice Presidents of TPMG, which are covered by separate TPMG policies.]

4.0 Definitions
n/a

5.0 Provisions

5.1 Pre-employment drug testing is a condition of employment with KP. It is standard, mandatory, and applies to all external new hire individuals ("applicants") listed in the Scope/Coverage section of this policy.

5.2 All positive test results will require rescission of the conditional offer of employment.

5.3 Applicants who fail or refuse the pre-employment drug screening will not be hired. Applicants must sign the consent form and comply with all other aspects of the drug screening process.

5.4 Pre-employment drug testing and results are to be completed prior to the first day of work.

5.5 KP utilizes an external laboratory to conduct the drug testing.

5.6 All information received by KP as part of the pre-employment drug testing program including the drug test results is confidential. Unless authorized by state or federal laws, rules or regulations or required by a court order, KP will not release this information without a written consent signed by the applicant who was screened.

6.0 Procedure

6.1 Recruitment notifies the candidate the job offer is contingent on:

6.1.1 completion of the pre-employment drug testing; **and**

6.1.2 satisfactory drug test results.

6.2 KP will enlist the services of an outside laboratory certified by the U.S. Department of Health and Human Services (DHHS certified) to conduct all pre-employment drug testing.

6.3 Following a conditional offer of employment, Human Resources-Recruitment will provide applicants with a consent form and other documents relating to the drug screening. Within 48 hours (Monday-Friday) of receiving the consent form, the candidate must present him/herself to a DHHS certified laboratory authorized by KP, to provide a urine specimen for drug testing. NOTE: If notified on a Friday, the candidate will be required to complete the drug test no later than 5:00 PM the following Tuesday.

6.4 Independent medical review of all positive results is conducted by a trained medical review officer (MRO) who is not employed by KP. KP's authorized laboratory will provide all positive test results to the MRO. The MRO will notify the applicant of positive test results and obtain the applicant's explanation. The MRO will interpret each positive test result and will provide verified drug tests as negative or positive to Human Resources-Recruitment.

6.5 Human Resources-Recruitment will rescind the conditional offer of employment upon receipt of positive test results.

6.6 Applicants with positive test results may reapply after 12 months.

APPENDIX F

Kaiser Permanente Resident Council Mission

Established June 2008

The Regional Resident Council is comprised of resident representatives to the Institutional Graduate Medical Education Committee (IGMEC). It was created to evaluate local, regional, and systemic issues affecting residents in Kaiser Permanente Northern California-based residency programs. Our goal is to continually look for areas of improvement to enrich the graduate medical education at Kaiser Permanente while ensuring program compliance with ACGME requirements.

The council will also serve as an anonymous forum where residents may present concerns without fear of retribution regarding their local program if their concerns cannot be resolved at the program level, or if regional changes to the Kaiser Graduate Medical Education system are required. This allows residents to have a means of reaching IGMEC and the Designated Institutional Official (DIO) through a direct channel while retaining personal anonymity.

We also hope to serve as a forum for “best practices”, where residents can share program successes and areas that work well to be integrated into other programs for improvement in our graduate medical educational quality throughout the region.

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APPENDIX G

NORTHERN CALIFORNIA
POLICY AND PROCEDURE

POLICY SECTION: GME INSTITUTIONAL ADMINISTRATION	**May 2021**
TITLE: **REMOTE ACCESS RESIDENTS/FELLOWS**	
CONTACT PERSON: Institutional Director of Graduate Medical Education	

I. POLICY STATEMENT

Resident physicians while training at Kaiser Foundation Hospitals (KFH) may receive remote access upon approval by their KP (Kaiser Permanente) Program Director or Site Director.

II. PURPOSE

The purpose of this policy is to provide a mechanism and procedure for the use of remote access provided to resident and fellow physicians

III. SCOPE

This policy applies to all KFH sponsored resident and fellow physicians. This policy also applies to affiliate resident physicians that rotate to KFH. Affiliate residents must have additional approval by the facility Director of Graduate Medical Education.

IV. POLICIES

Resident physicians are provided remote access through their assigned or local Kaiser Permanente Graduate Medical Education office. The local Graduate Medical Education office will terminate the use of the remote access at the end of residency or fellowship.

V. RESPONSIBILITIES

a) Resident physicians are responsible for the safety and security of the remote access at all times.

b) The facility GME office is responsible for permissions of remote access granted to residents and fellows.

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APPENDIX H

NORTHERN CALIFORNIA
POLICY AND PROCEDURE

POLICY SECTION: GME INSTITUTIONAL ADMINISTRATION	**May 2021**
TITLE: **Resident Transfers**	
CONTACT PERSON: Institutional Director of Graduate Medical Education	

I. PURPOSE

Residents may transfer into or out of Kaiser Permanente Northern California (KPNC) Residency Programs to complete their training. The purpose of this policy is to outline the requirements for such transferred residents

II. SCOPE

This policy applies to all ACGME sponsored programs.

III. POLICIES

In the event that a resident transfer from another residency program into a KPNC sponsored residency program, the Accreditation Council of Graduate Medical Education (ACGME) requirements must be met. The total number of a program's ACGME approved positions, may not exceed the capacity established, without approved from the Designated Institutional Official and ACGME.

To determine the appropriate level of education for residents who are transferring from another residency program, the program director must receive written verification of previous educational experiences and a statement, in accordance with the ACGME, regarding the performance evaluation of the transferring resident prior to their acceptance into the KPNC program. The written verification will become part of the resident's personnel file.

If a KPNC sponsored resident leaves the program prior to completion of their education, the program director is responsible for notifying ACGME and compliance with the ACGME Institutional, Common and Program Specific requirements governing such program transfers.

In the event a resident leaves the KPNC program prior to completion of their education, the program director is required to provide verification of residency education and final evaluation, as defined by ACGME, to the new program that the resident intends to transfer.

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APPENDIX I

NORTHERN CALIFORNIA
POLICY AND PROCEDURE

POLICY **SECTION: GME INSTITUTIONAL ADMINISTRATION**	**May 2021**
TITLE: United States Medical Licensing Exam (USMLE) Step 3 & Comlex Level 3 Requirement	
CONTACT PERSON: Institutional Director of Graduate Medical Education	

II. PURPOSE

Residents are required to take and pass the United States Medical Licensing Exam (USMLE) Step 1 and 2 and/ or Comlex Level 1 and 2 Cognitive Evaluation before applying for the Postgraduate Training License (PTL). The purpose of this policy is to outline the time requirements for Kaiser Permanente sponsored residents to take the USMLE Step 3 and/or Comlex Level 3.

II. SCOPE

This policy applies to all Kaiser Permanente sponsored residents.

IV. POLICIES

Kaiser Permanente sponsored residents must take the USMLE Step 3 and/or Comlex Level 3 and apply for the Postgraduate Training License (PTL) within 180 days after enrollment in an ACGME accredited postgraduate training program. Time spent in residency training includes previous time spent at other residency programs. If residents fail the USMLE Step 3 and/or Comlex Level 3, they must inform their Program Director immediately and schedule to retake the exam. If the resident does not pass the exam before the date that the California Medical Board requires them to, the resident could risk being placed on unpaid administrative leave and/or not receiving a resident appointment agreement for the subsequent academic year. To transition from a PTL to a Physician's and Surgeon's (P&S) License, residents must have taken and passed USMLE Step 3 and/or Comlex Level 3.

ACGME The Learning and Working Environment – Effective July 1, 2020

Residency education must occur in the context of a learning and working environment that emphasizes the following principles:

- Excellence in the safety and quality of care rendered to patients by residents today
- *Excellence in the safety and quality of care rendered to patients by today's residents in their future practice*

- Excellence in professionalism through faculty modeling of:
  - *the effacement of self-interest in a humanistic environment that supports the professional development of physicians*
  - *the joy of curiosity, problem-solving, intellectual rigor, and discovery*
- *Commitment to the well-being of the students, residents, faculty members, and all members of the health care team*

Maximum Hours of Clinical and Educational Work per Week	Clinical and educational work hours must be limited to no more than 80 hours per week, averaged over a four-week period, inclusive of all in house clinical and educational activities, clinical work done from home, and all moonlighting. (Core)
Moonlighting	• Moonlighting must not interfere with the ability of the resident to achieve the goals and objectives of the educational program and must not interfere with the resident's or fellow's fitness for work nor compromise patient safety. (Core) • Time spent by residents in internal and external moonlighting (as defined in the ACGME Glossary of Terms) must be counted toward the 80-hour maximum weekly limit. (Core) • PGY1residents are not permitted to moonlight. (Core)
Mandatory Time Free of Clinical Work and Education	The program must design an effective program structure that is configured to provide residents with educational opportunities, as well as reasonable opportunities for rest and personal well-being. (Core) • Residents should have eight hours off between scheduled clinical work and education periods. (Detail) ○ There may be circumstances when residents choose to stay to care for their patients or return to the hospital with fewer than eight hours free of clinical experience and education. This must occur within the context of the 80-hour and the one-day-off-in-seven requirements. (Detail) • Residents must have at least 14 hours free of clinical work and education after 24 hours of in-house call. (Core) • Residents must be scheduled for a minimum of one day in seven free of clinical work and required education (when averaged over four weeks). At-home call cannot be assigned on these free days. (Core)
Maximum Clinical Work and Education Period Length	• Clinical and educational work periods for residents must not exceed 24 hours of continuous scheduled clinical assignments. (Core)

	○ 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. (Core) ▪ Additional patient care responsibilities must not be assigned to a resident during this time. (Core) • 24 hour maximum (24+4) Additional 4 hours if needed to ensure appropriate, effective, safe transition of care after 24 hours. • No new patients, procedures, or clinics after 24 hrs of continuous in-house duty. • Residents, at their discretion, may attend educational conferences. • Strategic napping strongly suggested after 16 hours of continuous duty and between the hours of 10pm-8am.
In-House Night Float	Night float must occur within the context of the 80-hour and one-day-off-in-seven requirements. (Core) [The maximum number of consecutive weeks of night float, and maximum number of months of night float per year may be further specified by the Review Committee.]
Maximum In-House Call Frequency	Residents must be scheduled for in-house call no more frequently than every third night (when averaged over a four-week period). (Core)
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. (Core) ○ At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each resident. (Core) • 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. (Detail)
Clinical and Educational Work Hour Exceptions	In rare circumstances, after handing off all other responsibilities, a resident, on their own initiative, may elect to remain or return to the clinical site in the following circumstances: • to continue to provide care to a single severely ill or unstable patient; (Detail) • humanistic attention to the needs of a patient or family; or (Detail) • to attend unique educational events. (Detail) These additional hours of care or education will be counted toward the 80-hour weekly limit. ((Detail) A Review Committee may grant rotation-specific exceptions for up to 10 percent or a maximum of 88 clinical and educational work hours to individual programs based on a sound educational rationale. • In preparing a request for an exception, the program director must follow the clinical and educational work hour exception policy from the *ACGME Manual of Policies and Procedures*. (Core) • Prior to submitting the request to the Review Committee, the program director must obtain approval from the Sponsoring Institution's GMEC and DIO. (Core)
Important Notes:	Programs must have a work hour monitoring procedure which details how violations are addressed, resolved, and prevented from occurring in the future Averaging must occur by rotation – 4-week period, 1-month period, or the period of a rotation if less than 4 weeks. Vacation and leave must be excluded when calculating work hours, call frequency, or days off.

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APPENDIX K

Supervision of Residents

Each patient must have an identifiable, appropriately credentialed, and privileged attending physician who is ultimately responsible for that patient's care. This information should be available to residents, faculty, and patients. Residents and faculty should inform patients of their respective roles in each patient's care.

Each training program must demonstrate that the appropriate level of supervision is in place for all residents who care for patients. Supervision may be exercised through a variety of methods. Some activities require the physical presence of the supervising faculty member. For many aspects of patient care, the supervising physician may be more advanced residents. Other portions of care provided by the resident can be adequately supervised by immediate availability of the supervising faculty member or resident physician, either in the institution, or by means of telephonic and/or electronic modalities. In some circumstances, supervision may include post-hoc review of resident-delivered care with feedback as to the appropriateness of that care.

Levels of Supervision

To ensure oversight of resident supervision and graded authority and responsibility, each program must use the following classification of supervision:

Direct Supervision:

- The supervising physician is physically present with the resident and patient.

Indirect Supervision:

- With direct supervision immediately available – the supervising physician is physically within the hospital or other site of patient care and is immediately available to provide direct supervision.

- With direct supervision available – the supervising physician is not physically present within the hospital or other site of patient care but is immediately available by means of telephonic and/or electronic modalities and is available to provide direct supervision.

Oversight:

- The supervising physician is available to provide review of procedures/encounters with feedback provided after care is delivered.

The privilege of progressive authority and responsibility, conditional independence, and a supervisory role in patient care delegated to each resident must be assigned by the program director and faculty members.

The program director must evaluate each resident's abilities based on specific criteria and when available, evaluation should be guided by specific national standards-based criteria.

Faculty members functioning as supervising physicians should delegate portions of care to residents based on the needs of the patient and the skills of the residents.

Senior residents should serve in a supervisory role of junior residents in recognition of their progress toward independence, based on needs of each patient and the skills of the individual resident.

Programs must set guidelines for circumstances and events in which residents much communicate with appropriate supervising faculty members, such as the transfer of a patient to an intensive care unit, or end-of-life decisions.

Each resident must know the limits of his/her scope of authority and the circumstances under which he/she is permitted to act with conditional independence.

PGY1 residents should be supervised either directly or indirectly with direct supervision immediately available.

Faculty supervision assignments should be of sufficient duration to assess the knowledge and skills of each resident and delegate to him/her the appropriate level of patient care authority and responsibility.

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APPENDIX L

NORTHERN CALIFORNIA

POLICY AND PROCEDURE

POLICY SECTION: GME INSTITUTIONAL ADMINISTRATION	**NUMBER: May 2021**
TITLE: FUNDING AND SUPPORT FOR BOARD PREPARATION COURSES	
CONTACT PERSON: Institutional Director of Graduate Medical Education	

Approved By: IGMEC (2.10.16)

I. PURPOSE

To aide in the successful preparation and completion of the residents' specialty specific board exam the Institution may provide support and funding for an extra-mural board preparation course.

II. SCOPE

This policy applies to all Kaiser Permanente sponsored residents at the PGY2 Level and above.

III. POLICY

Kaiser Permanente sponsored residents will have the opportunity to take an extra-mural board preparation course one time during their residency at the PGY2 Level or above. The Institution will fund the cost of the course, expenses for travel and accommodations up to $1,500. Residents may use their educational stipend towards the board preparation expense as well.

IV. PROCEDURE

In order for the course to be covered, residents are required to register and submit requests for course payment and related expenses no later than May 1 of the PG year that the expenses were incurred.

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APPENDIX M

Regional Graduate Medical Education Guidance and Policy
Qualifying Family, Medical, and Caregiver Leave

Purpose

Establish protocol and standards within Kaiser Permanente Norther California Graduate Medical Education (GME) residency and fellowship programs to ensure Residents and Fellows receive the adequate amount of family and medical leave consistent with applicable laws and program accreditation requirements (ACGME IV.H.1.f).

Definition

Family and medical leave involve reasonable absence from residency and fellowship programs for qualifying medical, parental, and caregiver leave(s). Examples of leave(s) of absence can include leave for the birth and care of a newborn, adopted, or foster child ("parental leave"); care for an immediate family member (child, domestic partner/spouse, or parent) with a serious health condition ("caregiver leave"); or the Resident or Fellow's own serious health condition ("medical leave").

KPNC GME Policy and Procedures Regarding Leave

1. Family and Medical Leave (FMLA and CFRA)

After one year of employment and 1,250 hours worked, Residents and Fellows are entitled to up to 12 weeks of Family and Medical Leave (FML) within a 12-month period for the birth or adoption of a child, the placement of a foster child, the care of a family member (including child, parent, grandparent, grandchild, sibling, spouse, or domestic partner) with a serious health condition, the Resident or Fellow's own serious health condition, or the qualifying exigency related to the covered active duty or call to covered active duty of a Resident's or Fellow's spouse, registered domestic partner, child, or parent in the US Armed Forces; and to restoration of his or her former position or an equivalent one, in accord with the federal Family and Medical Leave Act (FMLA) of 1993. (See Family and Medical Leave NATL.HR.021; Fact Sheet No. 028 on the Department of Labor Web site https://www.dol.gov/agencies/whd/fmla and FAQs regarding California Family Rights Act (CFRA) https://www.edd.ca.gov/disability/faqs-fmla-cfra.htm.)

2. Accreditation Council for Graduate Medical Education (ACGME) Institutional Requirements

ACGME Institutional Requirements state that Residents and Fellows are entitled to a minimum of six weeks of medical, parental, and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws at least once, and at any time, during the Resident's and Fellow's training program. The policy is effective on the first day the Resident and Fellow is required to report to the GME program (ACGME IV.H.1.a).

Residents and Fellows will receive 100% of their salary for the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence (ACGME IV.H.1.b). The Resident and Fellows' applicable medical and dental insurance benefits for them and their eligible dependents will continue during any approved qualifying leave(s) of absence regardless of whether they are in paid or unpaid status (ACGME IV.H.1.d). Residents and Fellows can also receive a minimum of one-week paid time off reserved for use outside of the first six weeks of a qualifying leave(s) of absence (ACGME IV.H.1.c).

Where Residents and Fellows are eligible for leave under both the ACGME Institutional Requirements and a federal, state, or local law or KP policy, their leave entitlements will run concurrently unless prohibited by law.

3. Pregnancy Disability Leave

Under California Pregnancy Disability Leave Regulations (PDL), Residents and Fellows may take up to four months' leave for a disability due to pregnancy and related medical conditions. Up to 12 weeks of pregnancy disability leave run concurrently with FMLA leave (if the employee has met FMLA eligibility requirements) but is not counted as CFRA leave. If employees exhaust their four-month entitlement to PDL prior to childbirth, additional time off related to the pregnancy disability will be counted as CFRA leave. All paid time taken by the Resident or Fellow because of a pregnancy-related disability will be counted against the up to four-month California Pregnancy Disability Leave (PDL) entitlement, as well as any 12-week entitlement under FMLA.

4. Process for Requesting Leave

The process for requesting leave(s) of absence includes, but is not limited, to the following (ACGME IV.H.1.e):

- For leave that is foreseeable, Residents and Fellows must provide the Program Director with at least 30 days written notice (or, if foreseeable for less than 30 days, as much notice as is practicable). Medical certification is required when leave is requested to care for a family member with a serious health condition or one's own serious health condition.

- For unforeseeable leave, Residents and Fellows must provide written notice to the Program Director within a reasonable time explaining the general circumstances of the absence*, supported by documentation, as requested (*Residents and Fellows are not expected or required to disclose a medical diagnosis).

5. Extension of Training

The Program Director and Clinical Competency Committee (CCC) will discuss with the Resident or Fellow and confirm in writing to the Resident or Fellow, the impact (if any) an extended leave of absence will have upon 1) the criteria for satisfactory completion of the program and 2) the Resident's/Fellow's eligibility to participate in examinations by the relevant certifying board(s), including providing details and timelines by which the Resident/Fellow is expected to meet clinical and educational objectives). Confirming written communications to the Residents/Fellows will be submitted to KPNC Regional GME.

The impact of extended leaves of absence may include, but is not limited to the following:

- Lengthening time in the training program to meet Board, Specialty, and ACGME requirements, including for transitional year or one-year Residents and Fellows even if such Residents and Fellows have matched into programs that follow their one-year KP training period.

- California Board Licensing requirements may be impacted when the Resident or Fellow's training completion date is extended due to taking leave.

6. Compensation

- FML, PDL, and other medical, parental, and caregiver leave time is unpaid, unless the Resident or Fellow is eligible for pay through another available source such as ACGME Institutional Requirements, accrued sick leave, or vacation, or a state benefit program, as described below.

- In circumstances where Residents or Fellows meet eligibility requirements for medical, parental, and caregiver leave under state laws, they will generally be eligible for partial compensation through a state program such as State Disability Insurance (SDI) or Paid Family Leave (PFL). Employees are expected to apply for benefits provided through these state

programs, but they may elect not to apply for benefits, and they may also elect to opt-out of having their KP paid time off benefits integrated with these state programs.

Depending on the circumstances, additional leave may be available if, due to a certified disability, such additional leave is reasonable and necessary to enable Residents or Fellows to successfully complete their programs.

Additional questions regarding leave entitlement should be directed to the medical center GME and human resources departments and/or the KPNC Regional GME office.