KAISER PERMANENTE® | Undergraduate & Graduate Medical Education
Northern California

2025 – 2026 Academic Year

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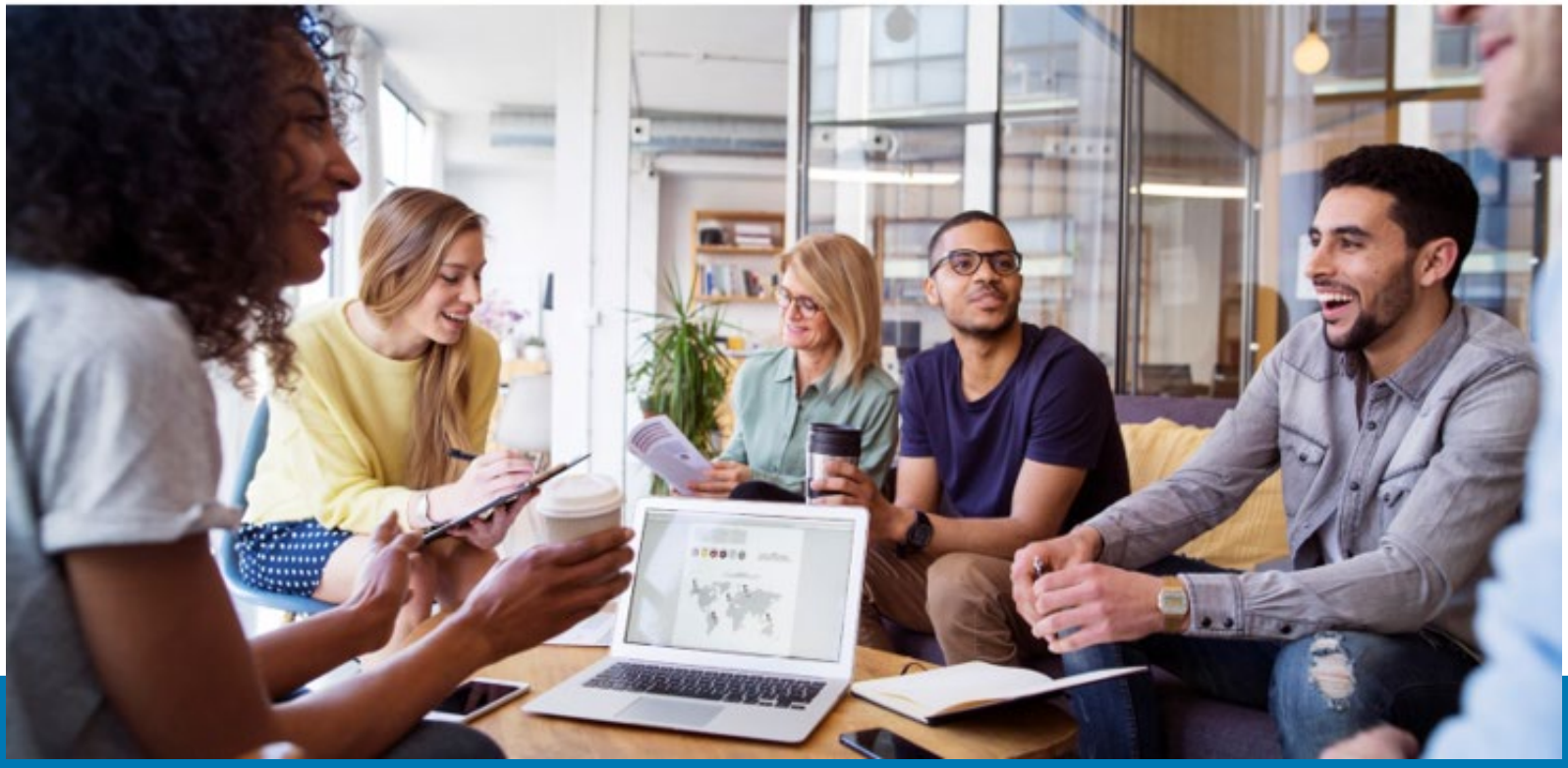

RESIDENCY AND FELLOWSHIP TRAINING PROGRAMS

2025-2026

POLICY AND PROCEDURES MANUAL

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STATEMENT OF COMMITMENT TO GRADUATE MEDICAL EDUCATION (GME)

The mission of Kaiser Permanente Northern California Graduate Medical Education (GME) is to deliver a structured and comprehensive educational program that fosters the professional and personal development of residents and fellows while ensuring the delivery of safe, high-quality, and compassionate patient care.

Kaiser Permanente Northern California sponsors a range of residency and fellowship programs accredited by the Accreditation Council for Graduate Medical Education (ACGME), as well as by the Council on Podiatric Medical Education (CPME) for our podiatric surgery programs. These programs enable physicians-in-training to cultivate clinical, personal, and professional competence under the close supervision and mentorship of experienced faculty and staff. Each program is designed to promote the progressive advancement of resident responsibilities, aligned with demonstrated growth in clinical knowledge, experience, and skill, while maintaining the highest standards of patient care.

We are deeply committed to fostering diversity and inclusion across all training programs, with the goal of developing a physician workforce that reflects and supports the diverse communities we serve, ultimately contributing to improved health outcomes. Our academic and research initiatives offer residents and fellows robust opportunities to engage in scholarly activities, further enhancing their medical education and professional development. Training within Kaiser Permanente's integrated, world-class health care system also emphasizes the delivery of humanistic and equitable care. Kaiser Permanente and its affiliated teaching hospitals are also committed to providing the educational, financial, and human resources necessary to support our residents, the educational environment, and the continued success of all graduate medical education programs

As the Sponsoring Institution, Kaiser Permanente Northern California ensures that all accredited residency and fellowship programs remain in full compliance with ACGME and CPME Institutional Requirements, including Common and specialty-specific program requirements. Oversight is maintained through an organized administrative framework, which includes the Institutional Graduate Medical Education Committee (IGMEC), the Regional Senior Director/Designated Institutional Official (DIO), the Regional Medical Director for GME, and the Directors of Medical Education (DME) at each medical center.

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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 and 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 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 or 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 and fellow 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 or Fellows who voluntarily separate from the residency or fellowship program are considered to have resigned. A resident or 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 or fellow has been offered reappointment but does not intend to accept the reappointment. Please also review Resident and 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)

As we continue to support residents and fellows in their professional development, it is important to address an aspect for those who are moonlighting outside of Kaiser Permanente (KP). Residents and fellows are encouraged to research the legal considerations when moonlighting outside of KP.

1. ***Malpractice Coverage:*** It is crucial for residents and fellows to ensure they have adequate malpractice coverage while moonlighting. KP malpractice does not extend to moonlighting activities outside of KP. Here are some key points to consider:

- Verify Coverage: Confirm whether the moonlighting employer/contracting party provides malpractice insurance. If not, KP residents and fellows should seek out individual coverage.
- Understand the Policy: Residents and fellows should thoroughly understand the terms of their malpractice insurance, including coverage limits and any exclusions.
- Tail Coverage: If they are leaving a moonlighting position, they should inquire about tail coverage to protect against claims made after they leave. Eligible residents and fellows may not apply for moonlighting until after their date of hire.

2. ***Disability Coverage:*** In addition to malpractice insurance, disability coverage is also essential. Here are some recommendations:
    - Employer-Provided Coverage: Check if the moonlighting employer/contractor offers disability insurance. If not, consider purchasing individual disability insurance.
    - Policy Details: Understand the specifics of the disability policy, including the definition of disability, benefit period, and any waiting periods.
    - Supplemental Coverage: If the moonlighting employer/contract's coverage is insufficient, residents and fellows may want secure supplemental disability insurance (individual policy) to ensure comprehensive protection.

By taking these steps, KP residents and fellows can safeguard their professional and personal well-being while gaining valuable experience through moonlighting opportunities. As you know, ACGME and CPME sets strict limits on the number of hours residents and fellows can work per week, including moonlighting hours. KP residents and fellows must include moonlighting hours in the KP GME work hour reporting tool.

Supplemental employment outside of the residency or fellowship training programs (moonlighting) may be undertaken only by residents/fellows in their third year (PGY 3) of training and above. If applicable, a PGY3 holder of a postgraduate training license (PTL) or a holder of an unrestricted Physician and Surgeon's (P&S) license may engage in the practice of medicine only in connection with their duties as resident or fellow in an ACGME accredited postgraduate training program in California, with written authorization from the Program Director of their program and the Designated Institutional Official. 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 or fellowship program and must be in compliance with the Work Hour Rules (noted above) and the residency or fellowship program schedule requirements. The residents' or fellows' performance will be monitored by the Program Director and Program Manager, and permission to moonlight may be withdrawn if it adversely affects their performance. Residents and fellows are not required to engage in "moonlighting" as part of their residency/fellowship program.

All residents or 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 involved institution. 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

Starting July 2025, annual paid vacation includes four (4) weeks of vacation. A request for time off must be submitted in advance of the scheduling of any vacation and must be approved by the Program Director or Designee. Any medical records must be completed before the resident begins approved vacation and one week of paid educational time.

Scheduling of Vacation: All bargaining unit members shall accrue up to a maximum of four (4) weeks paid vacation free from all patient care duties annually. All vacation leave shall be in compliance with all ACGME guidelines and approved by the Program Director or designee. Vacation requests must be submitted to the Program Director three (3) months in advance. Vacation accrual will be capped at four (4) weeks.

E. Educational Leave

Residents and Fellows shall receive one week (five days) of Educational Leave to assist you in the maintenance of professional license(s), upgrade and maintain professional skills, which may include the following:

- Taking USMLE Step 3/COMLEX Level 3
- Attending a conference at which they are presenting a paper or poster
- Attending an education conference which directly supports their professional development and is approved by the Program Director
- Taking their specialty board exam(s)
- Completing required certifications such as ACLS, BLS, ALSO
- Interviewing for fellowships or jobs. The five days should include travel time. Any additional time required should come out of vacation time.

Educational leave may be granted by the Program Director, for the reasons above, at the rate of five workdays per year. Unused days may not carry over from one academic year to the next.

Scheduling of Educational Leave: Resident Physicians may take a maximum of one (1) week (five days) of paid educational leave which must be submitted to the Program Director or designee three (3) months in advance. No unused educational leave will be carried over from any given year to the subsequent appointment year.

F. Sick Leave

Residents and Fellows are allowed thirteen (13) days of sick leave each academic year, if needed. Sick leave hours do not accumulate from year to year. Sick leave balances are not paid off when a resident or fellow completes training as a resident. Residents and 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. Resident and Fellow 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 and 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 and fellow at the beginning of the anniversary year in which the illness begins (6.5 days).

A resident and 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-*** To receive Workers' Compensation benefits, it is necessary that job-related injuries/illnesses sustained by the resident/fellow 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 or fellow 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, they must notify both the Program Director and the Graduate Medical Education Director that they are prepared to return to duty and have 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:
    - 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, they 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.

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

Long-Term Disability (LTD) insurance provides income protection if you become disabled for an extended period and cannot work. LTD allows you to receive a benefit equal to a percentage of your pay each month while you are disabled.

You are eligible for LTD insurance if you are regularly scheduled to work 20 or more hours per week in an eligible status. Your LTD coverage begins on your date of hire. Your LTD premiums are employer-paid.

The Long-Term Disability (LTD) benefit provides coverage equal to 50% of the resident/fellow's base monthly salary. Currently, no portion of the trainee's monthly salary is covered under this benefit. Medical and dental care benefits continue for a period equal to half the trainee's length of service up to a maximum of five years. If a resident's or fellow's death occurs or becomes ineligible for LTD benefits before the end of the continuation period outlined above, benefits will cease.

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 residents or fellows 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 U.S. Department of Labor website 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 residents/fellows medical and dental coverage will continue during this 12-week period regardless of whether they are in paid or unpaid status.

At any time, the resident or fellow is on leave for a reason other than their 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. Please see **Appendix M**.

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. Please see Appendix M. The National HR Policy on Family and Medical Leave can be found on the HRconnect website or the National KP Policy Library website: Family and Medical Leave v.16.

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 their 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 their 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 their 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. Please see **Appendix M.**

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. Military Leave v.5.

5. ***Bereavement Leave-*** A resident or fellow may be eligible for up to five days of protected bereavement leave, with three days of paid bereavement leave and two days of unpaid bereavement leave (or five total paid 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, Parent, Step Parent, Parent In-Law, Step Parent In-Law, In loco Parentis, Child, Step Child, Legal Ward, Foster Child, Adopted Child, Daughter, Step Daughter, Daughter In-Law, Step Daughter In-Law, Son, Step Son, Son In-Law, Step son In-Law, Sister, Step Sister, Sister In-Law, Step Sister In-Law, Brother, Step Brother, Brother In-Law, Step Brother In-Law, Grandparent, Step Grandparent, Grandchildren, Relative living in the same household.

6. ***Personal Leave-*** Leaves of absence, without pay, for personal reasons may be granted at the discretion of the Program Director.

7. **Court/Jury-** If a resident or fellow is called to jury duty on a day in which they are scheduled to work, the resident or fellow will be given leave with pay for the actual time spent on jury service (time required to spend sitting on a jury or physically waiting at the courthouse in anticipation of being called to sit on a jury) and in related travel. The Program Director and/or department must be notified as soon as jury summons is received.

8. ***Reinstatement and Impact of Leave-*** Any resident or fellow who has been on 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 they can return to duty.
A resident or fellow may be required to make up time missed to meet the educational objectives and certification requirements of the department or their training specialty. This should be discussed with the 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.

9. ***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 eligible for state-paid programs, this benefit will be concurrent. This leave benefit is only valid once through the duration of the training program. The Program Director, in partnership with Regional GME, must approve this leave in advance. Please see **Appendix M**. For additional information, please see: Resident Fellow Paid Leave

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. Commitment to a Harassment-Free Work Environment v.12.

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 identity. The Equal Employment Opportunity Policy is available on the HRconnect website or the National KP Policy Library. Equal Employment Opportunity v.12. 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. The local GME office is to collaborate with their local disability manager.

APPOINTMENT OF THE TEACHING FACULTY

Generally, teaching faculty are members of The Permanente Medical Group (TPMG) 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 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 and adhere to established practices, procedures, and policies of the institution.

SUPERVISION OF RESIDENTS AND FELLOWS

Residency and 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 and Fellows.

PERSONNEL RECORDS

The Office of Graduate Medical Education shall establish and maintain personnel records pertaining to residents and fellows. These files are secure and confidential. Records are stored after the resident or fellow 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 Medical Education prior to filing.

The residents or fellows may inspect their personnel files in the presence of the Director of 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 Medical Education specifying the grounds for the appeal and facts and evidence in support thereof. Following a review, the Director of 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 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 each trainee. The resident or fellow should sign the evaluation to acknowledge its receipt and 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 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 or 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-*** 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 the renewals from the California Board of Podiatric Medicine, which is the only required license during residency training.

   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 receives 12 months (US & Canadian graduates) or 24 months (international graduates) credit of Board-approved postgraduate training, has taken and passed either USMLE Step 3 or COMLEX Level 3, may apply for a Physician & Surgeon's (P&S) license. Please see the links below for information:

   California Medical Board-

   https://www.mbe.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 and fellowship training program and meet hospital standards for immunity to measles, mumps, and rubella (MMR) and Varicella. California law requires that Kaiser Permanente new hires must complete TB screening before starting work. KP will only accept a TB blood test (e.g., QuantiFERON) taken within three months of the training program start date. Contact the local Regional GME HR with any questions.

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

4. ***Certifications-*** Each training program, in accordance with the RRC and medical staff requirements, determines the regulations for CPR certification and any other required certification for each training specialty. The hospital will pay, if required, for registration fees and costs associated with initial ACLS, NPR, and A.L.S.O training of residents.

BENEFITS AND SERVICES*

** Group benefits are subject to change. Notification of change will be provided in advance.*

*** Effective January 1, 2026, benefits will change per the Collective Bargaining Agreement (CBA) 2025-2028. For more information, see CIR CBA 2025-2028 (Article 22).*

The Summary Plan Description (SPD) will be published in January 2026 in HRconnect.

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

For employees scheduled 20 or more hours per week, the Employer-paid life insurance benefit will be $5,000, which includes a $5,000 Accidental Death and Dismemberment insurance benefit. Coverage will be effective on your date of hire or the date when first eligible for coverage. For the coverage to be effective, the Employee must be actively at work on the day of employment or the date when first eligible for coverage. If the Employee is not at work on the date when first eligible for coverage, coverage is deferred until he or she returns to active employment.

In addition to your Basic Life insurance, you are eligible to purchase Optional Life insurance in the amount of $14,000, which includes a $6,500 Accidental Death and Dismemberment insurance benefit.

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 Benefits

1. ***Tax Sheltered Annuity Plan-*** The Kaiser Permanente Tax Sheltered Annuity Plan (TSA) is a defined contribution retirement savings plan. Employees are eligible to participate in the Employer's TSA Plan, regardless of employment status or work schedule. Employees are automatically enrolled on date of hire at a payroll deferral rate of two percent (2%) of eligible compensation.
2. ***Employer Contribution***- Employees with two (2) or more years of employment will be eligible for an Employer contribution. The Employer will contribute an amount equal to two percent (2%) of eligible compensation, excluding bonus and incentive pay, up to the Social Security Wage Base (SSWB), and five percent (5%) thereafter. You are immediately vested in both Employer and Employee contributions.
3. ***Kaiser Permanente Supplemental Savings and Retirement Plan for Union Groups (PUG)-*** PUG is a supplemental retirement plan that provides an Employer contribution and has voluntary employee contributions. An Employee, regardless of status and work schedule, becomes a participant in PUG upon completion of two years of employment. The Employer contributes a fixed five percent (5%) of the Employee's eligible compensation to PUG. Compensation is defined by the Plan and includes regular wages, holiday pay, vacation, sick leave, etc. It excludes special bonuses, allowances, and differentials. An Employee may elect to make after-tax contributions by deferring a percentage of his/her pay into this plan. Upon becoming a participant in PUG, an Employee is fully vested in the Employer contributions and, if applicable, employee contributions.

F. 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.

G. Employee Assistance Program (EAP)

Employee 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. 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. Employee Assistance Program (EAP).

H. Parent Medical Coverage

You may have the opportunity to enroll parents, parents-in-law, or parents of a domestic partner who also qualify for Medicare in Kaiser Permanente medical plan coverage at group rates.

I. Professional Reimbursement

$1,500 Board Exam Course or study materials, 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 graduate year. Costs incurred after May 31 of graduation year will not be reimbursed.

All Fellows that are seeking additional board certification shall receive an additional $1,500 (up to) above the original $1,500 (up to) Board Exam reimbursement, must complete reimbursement request and board exam application receipt by May 31 of graduation year. Costs incurred after May 31 of graduation year will not be reimbursed. Total reimbursement for all Board Exam fees for Fellows will not exceed $3,000.

$925 (up to) USMLE Step 3 and COMLEX Level 3 exam fees. Physician residents continuing in Kaiser Permanente-sponsored programs will be reimbursed one time for the USMLE Step 3 or COMPLEX Level 3 fee upon completing 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.

One Time DEA License or Renewal (only applies to Residents that are required to have a DEA license).

Receipts must be submitted to receive reimbursement. Reimbursements under this article shall be subject to all applicable taxes and withholdings, as required by law.

J. Other Benefits

1. **Meals**- Effective July 1, 2025, Residents and Fellows will be provided an annual meal stipend of two thousand five hundred dollars ($2,500), subject to taxes and withholdings, for meal expenses. The meal stipend will be separated into two payments each academic year. The first half of the allowance will be paid in August and the second half will be paid in January of each academic year.

2. ***Call Rooms/Workroom and Lounges***- On-call sleep rooms are provided for in-hospital call duties. The Employer will endeavor to create and maintain Resident workrooms at Kaiser Permanente owned and operated facilities. Where Kaiser Permanente provides a Resident lounge, it shall be equipped with a hospital phone, microwave, refrigerator, utensils, coffee machine, hot water, seating, printers/copiers, and computers with internet access. Subject to medical center facilities approval.

   Call rooms: The Employer will provide call rooms at the Kaiser Permanente owned and operated facilities with housekeeping services that are safe, quiet, clean, and accessible to Residents and Fellows.

3. ***Support Services-*** Patient support services, such as intravenous services, phlebotomy services, 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. ***Uniforms-*** White coats and Jacket: Two (2) new long white physician coats in appropriate sizes will be issued to each new Resident and Fellow. Scrubs: The Employer will continue to provide access to scrubs while on duty.

5. ***Identification Badge-*** A photo ID badge is provided to each resident and fellow. This must always be worn.

6. ***Health Sciences Library-*** Health Science Library and services are provided. Access to the health science library is available 24 hours per day. Access to kpLibraries is available to all residents and fellows. Ask a Librarian - Ask a Librarian and kpLIBRARIES HOME - kpLibraries Home Page - LibGuides at kpLibraries

The following resources are available to eligible residents, fellows, and clinicians interested in collaborating with our team on research or operational projects within Kaiser Permanente Northern California (KPNC). BSCU Resources

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

8. ***Dependent Care Referrals-*** A resident/fellow is eligible on date of hire for Dependent 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. Employee Assistance Program (EAP).

9. ***Commuter Choice Program-*** A resident or 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 Flexible Spending Account-*** The Employer shall provide each Regular Employee with the opportunity to participate in the Dependent Care Flexible Spending Account. This benefit allows you to set aside a portion of your pay through payroll deductions on a pre-tax basis to reimburse eligible dependent care expenses throughout the year.

11. ***Alliant 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 Employee Discount Program-*** A resident or fellow may take advantage of Kaiser Permanente's employee discounts 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 provided an Educational Stipend of one thousand dollars ($1,000) to attend conference(s) or for the purchase of books, CDs or other educational. The educational stipend will be separated into two payments each academic year. The first half of the allowance will be paid in August and the second half will be paid in January of each academic year.

14. ***Wellness Stipend-*** Effective July 1, 2025, Residents and Fellows are provided a Wellness stipend of eight hundred dollars ($800), subject to taxes and withholdings, per academic year. The wellness stipend will be separated into two payments each academic year. The

first half of the allowance will be paid in August and the second half will be paid in January of each academic year.

15. ***Housing Stipend-*** Effective the first day of the first full pay period that begins in July 2025, in lieu of a separate housing allowance, nine thousand dollars ($9,000) shall be added to each Resident and Fellow's base salary before the negotiated wage increase has been applied to base wages.

16. ***Supplemental Medical Plan-*** The Supplemental Medical Plan coverage reimburses you for certain eligible health care expenses for services that are not covered by your KFHP medical coverage or that exceed its limits. Employees are eligible for the Supplemental Medical Plan as long as they are enrolled in the Kaiser Foundation Health Plan (KFHP).

17. ***Electronic Assets-*** Cell phones are provided for each resident and fellow, allowing access to the electronic medical record and other applications. Phones must be returned upon graduation/completion of the program. 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. Please refer to the Acceptable Use of KP Information Systems and Assets. Acceptable Use of KP Information Systems and Assets v.3. 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 (see above Professional Reimbursement)-*** $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 AND 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 they fully understand 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 if their 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 or fellow 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 Code of Ethical Conduct KP Principles of Responsibility. Code of Ethical Conduct - Kaiser Permanente's Principles of Responsibility v.12.

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). Obligations Regarding Confidentiality v.2.

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:

- Diagnosis and plan for treatment
- Need for continued stay at the acute (hospital) level of care
- Need for diagnostic or therapeutic services
- Procedures performed
- 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:

- Preoperative diagnosis
- Postoperative diagnosis
- Operation performed
- Surgeons
- Findings and 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:

- Identification of physicians dictating, patient medical record number, dates of admission and discharge
- Attending physicians, consulting specialists, and other medical doctors, as appropriate to the patient's care.
- History of present illness/chief complaint in brief summary
- Pertinent past history, social history, family history, and review of systems
- Pertinent physical examination on admission
- Pertinent laboratory and radiographic examinations
- Course in hospital
- Operations and Procedures
- Final diagnosis in the same order as on the face sheet. (Note: Abbreviations are not allowed on the face sheet.)
- Patient condition upon discharge
- Discharge medications with dose(s) and frequency
- Dietary instructions
- Activities
- 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). Environmental, Health and Safety v.4.

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

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 or 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 their 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. Threats and Violence in the Workplace: Prevention and Management v.4.

RESIDENT AND FELLOW 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 and 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:

- Forwarding address and phone number or email address
- Signature of Health Management Information (Inpatient Medical Records) or Program Director documenting that all incomplete and delinquent medical records have been dictated and signed
- Signature of Program Director or GME coordinator
- Clearance from the Graduate Medical Education Office
- Return of parking card, meal card, ID badge, keys, lab coats, scrubs, pager, phone, laptop, Xyloc proximity badge, and any and all KP property.
- Clearance from the Health Science Library for return of books.

RESIDENCY AND FELLOWSHIP 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.

Regional Graduate Medical Education

Institutional Resident Academic & Professional Appeal Policy and Procedures

Appendix A

PURPOSE

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.

SCOPE

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.

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

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."

DEFINITION

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

INFORMAL REVIEW

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.

Process:
When the Resident disagrees with a Decision, the Resident has the right and the responsibility to address the disputed matter with their Program Director within 30 calendar days of the Decision. The Program Director shall meet with the Resident to discuss their 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 their Program Director within thirty (30) calendar days, they waive any right to Informal Review of the Decision.

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 their 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.

FORMAL APPEAL AND HEARING PROCEDURE

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

Procedure:

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 their 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 their 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.

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), their request for a hearing must so state and must provide the name and address of the attorney.

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

Representation: The Resident shall be entitled to be represented by an attorney or an advisor, at their expense. In addition to notifying of intent to be represented by an attorney when submitting their 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 their 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.

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

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

The Ad Hoc Review Panel membership shall consist of:

- Two faculty members, one of whom shall act as Chairperson ("Chair").
- 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.

A Hearing Officer shall be appointed to preside at the hearing:

The Hearing Officer may participate in the deliberations and act as a legal advisor to the Ad Hoc Review Panel, but they shall not be entitled to vote. They 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. They 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.

They 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 themselves 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.

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 their right to a hearing. The party against whom termination sanctions have been ordered may appeal the matter to the DGME.

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.

Pre-Hearing Procedures:

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.

Within ten (10) 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.

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.

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.

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:

- A list and copies of the documents which the party intends to introduce.
- 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.

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.

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

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

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.

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.

Procedure at the Hearing

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.

Order of presentation:

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

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.

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

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

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.

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.

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

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

Other Hearing Issues:

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.

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

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.

Approved by IGMEC: May 2025

Regional Graduate Medical Education

Institutional 2025-2026 Resident/Fellow Salary Table

Appendix B

Job Title/Job Code	Job Code	Annual Rate 2025-2026	Hourly Rate 2025-2026
Resident I	**022400**	$90,276.09	$43.4020
Resident II	**022411**	$94,606.32	$45.4838
Resident III	**022412**	$100,019.12	$48.0861
Resident IV	**022413**	$105,312.17	$50.6309
Resident V	**022440**	$110,019.39	$52.8939
Chief Resident III	**022417**	$103,162.16	$49.5972
Chief Resident IV	**022416**	$108,455.20	$52.1419
Chief Resident V	**022415**	$113,162.86	$54.4052
Resident Faculty	**022419**	$165,000.00	$79.3270
Fellow I	**022437**	$116,305.46	$55.9161
Fellow II	**022438**	$119,448.27	$57.4271
Fellow III	**022441**	$122,592.18	$58.9386
Chief Fellow III	**022439**	$129,222.83	$62.1264
One-Time Relocation Stipend (2025-2026)			
$2,000.00		Paid in August	All **new** residents & fellows (excluding Resident Faculty)
Annual Wellness Stipend (2025-2026)			
$800.00		Paid in August and January of each academic year	All new and continuing residents & fellows (excluding Resident Faculty)
Meal Stipend (2025-2026)			
$2,500.00		Paid in August and January of each academic year	All new and continuing residents & fellows (excluding Resident Faculty)

Education Stipend (2025-2026)		
$1,000.00	Paid in August and January of each academic year	All new and continuing residents & fellows (excluding Resident Faculty)

Regional Graduate Medical Education

Institutional Conflict of Interest Policy and Procedures

Appendix C

PURPOSE

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

- Adversely impact the independence and objectivity of their judgment in carrying out their responsibilities as a trainee, or
- Conflict with the interests of Kaiser Permanente members and patients, or
- Create the appearance of impropriety from an ethical, legal or compliance perspective.

SCOPE

This policy applies to all KFH sponsored resident physicians.

DEFINITION

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.

POLICY

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:

- Have not received direct or indirect remuneration from a Vendor
- Have no financial interest in the Vendor or a competitor of the Vendor
- Vendor, in this section, referes 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:

- Nothing of substantial value is received by the resident.
- The meeting is available to all residents within and outside KP.

Representing Kaiser Permanente

A resident, in their professional capacity should not represent themselves as a representative of TPMG or Kaiser Permanente in any manner outside the scope of their 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.

Approved by IGMEC: May 2025

Regional Graduate Medical Education

Institutional Disaster Policy and Procedures

Appendix D

PURPOSE

To establish a policy 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. To remain compliant with ACGME Supervision (IV.N). The Sponsoring Institution must maintain a policy consistent with ACGME Policies and Procedures that addresses support for each of its ACGME-accredited programs and residents/fellows in the event of a disaster or other substantial disruption in paitent care or education **(core).**

SCOPE

This policy applies to all KFH sponsored resident physicians.

DEFINITION

For the purposes of this policy, the definition of a disaster is the prolonged interruption of patient care services or education as defined by the ACGME in the Institutional Requirements.

POLICY

Following a disaster, the Institutional GMEC (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.

Continuation of resident and fellow salary, benefits, and professional liability coverage will continue during said disaster. The resident and fellow assignments will continue to be assigned by the Program Director and/or their designee (IV.N.1).

Regional Graduate Medical Education

Institutional Pre-Employment Drug Testing Policy and Procedures

Appendix E

PURPOSE

To establish a 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 Kaiser Permanente (KP).

SCOPE

This policy applies to all individuals external to KP who receive 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 volunteers with any of the following entities (collectively referred to as "Kaiser Permanente"):

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

KFHP/H's subsidiaries; and
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.]

DEFINITION

Pre-employment drug testing refers to all required testing set forth by KP to meet the hiring requirements.

POLICY

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.

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

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.

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

KP utilizes an external laboratory to conduct the drug testing.

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.

Recruitment notifies the candidate the job offer is contingent on:

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

- satisfactory drug test results.

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.

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.

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.

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

Applicants with positive test results may reapply after 12 months.

Regional Graduate Medical Education

Resident and Fellow Council

Appendix F

PURPOSE

To establish a council of peer-selected residents and fellows who can have a dedicated venue to meet privately and discuss concerns, areas of improvement(s), best practices, and share information.

SCOPE

This policy applies to all Kaiser Permanente Northern California (KPNC)-sponsored ACGME and CPME residency programs, and fellowship programs (ACGME-accredited and non-accredited).

DEFINITION

Work The resident/fellow council is comprised of residents and fellows who are peer-selected and have a voting seat at the Institutional Graduate Medical Education Committee (IGMEC).

Kaiser Permanente Resident/Fellow Council Mission

The Regional Resident/Fellow Council is comprised of resident and fellow 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. The goal is to continually look for areas of improvement to enrich the graduate medical education at Kaiser Permanente while ensuring program compliance with ACGME and CPME 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.

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

Regional Graduate Medical Education

Institutional Remote Access Resident/Fellows Policy and Procedures

Appendix G

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.

SCOPE

This policy applies to all Kaiser Permanente KFH-sponsored resident and fellow physicians. This policy also applies to affiliate resident physicians who rotate at KP. Affiliate residents must have additional approval by the facility's Director of Graduate Medical Education.

DEFINITION

Remote access is defined as working remotely from home or any other facility other than a KP medical facility.

POLICY

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.

RESPONSIBILITIES

- Resident physicians are responsible for the safety and security of the remote access at all times.
- The facility GME office is responsible for permissions of remote access granted to residents and fellows.

Approved by IGMEC: May 2025

Regional Graduate Medical Education

Institutional Resident Transfers Policy and Procedures

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.

SCOPE

This policy applies to all Accreditation Council of Graduate Medical Education (ACGME) sponsored programs.

DEFINITION

A resident transfer is a resident who is transferring into a KPNC residency training program from another residency program and a different location.

POLICY

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

ACGME Common Program Requirement (CPR) **III.C.**

Resident Transfers

The program must obtain verification of previous educational experiences and a summative competency-based performance evaluation prior to acceptance of a transferring resident, and Milestones evaluations upon matriculation. **(Core)** 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 requirements and Common 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 the resident intends to transfer to.

Regional Graduate Medical Education

Institutional United States Medical Licensing Exam (USMLE) Step 3 & COMLEX Level 3 Policy and Procedures

Appendix I

PURPOSE

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 exam.

Residents are required to take and pass the United States Medical Licensing Exam (USMLE) Step 1 and 2 Clinical Knowledge (CK) and/ or COMLEX Level 1 and 2 Cognitive Evaluation (CE) before applying and being accepted into a residency training program. A resident **can** apply for their postgraduate training license (PTL) without having taken and passed their USMLE Step 3 and/or COMLEX Level 3 exam.

SCOPE

This policy applies to all Kaiser Permanente Northern California (KPNC)-sponsored residents.

DEFINITION

The USMLE Step 3 is the exam taken by Allopathic residents. COMLEX Level 3 is the exam taken by Osteopathic residents. The USMLE Step 3 and/or COMLEX Level 3 must be taken and passed to qualify to apply for a California Physician & Surgeon's (P&S) License.

POLICY

Kaiser Permanente-sponsored residents must apply for their PTL within 180 days after enrollment in an ACGME-accredited postgraduate training program.
When the resident successfully passes their USMLE Step 3 and/or COMLEX Level 3, they qualify to apply for their Physician & Surgeon's License (P&S). If the resident fails 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 will be placed on a 30-day administrative leave.

If the resident is unable to pass either exam and obtain their P&S license, the resident will be at risk of 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 P&S License, residents must have taken and passed USMLE Step 3 and/or COMLEX Level 3. For further information, please visit below websites.

California Medical Board:
https://www.mbc.ca.gov/Licensing/Physicians-and-Surgeons/Apply/Transition-Process/

Osteopathic Medical Board:
https://www.ombc.ca.gov/applicants/index.shtml

July 2020

Regional Graduate Medical Education

Institutional Learning & Working Environment Policy and Procedures

Appendix J

PURPOSE

To remain in compliance with the ACGME institutional requirement **(I.B.3.a)** of the responsibilities of the GMEC and its oversight of the quality of the GME learning and working environment within the Sponsoring Institution, each of its ACGME-accredited programs, and its participating sites. **(outcome)**

SCOPE

This policy applies to all Kaiser Permanente Northern California (KPNC)-sponsored ACGME and CPME residency programs, plus fellowship programs (ACGME-accredited and non-accredited), in all clinical learning environments across all Kaiser Permanente Medical Centers in Northern California.

DEFINITION

The ACGME's focus on learning and working environments in medical education is centered around ensuring a safe, supportive, and effective environment for residents and fellows to develop their skills and knowledge. This includes promoting patient safety, quality improvement, and well-being of all members of the healthcare team.

POLICY

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
- Appreciation for the privilege of caring for patients
- 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 healthcare 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)** PGY1 residents **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)** This 24 hours and up to an additional four hours (24+4) must occur within the context of 80-hour weekly limit averaged over four weeks. No new patients, procedures, or clinics after 24 hours of continuous in-house duty. Residents, at their discretion, may attend educational conferences. Strategic napping is strongly suggested after 16 hours of continuous duty and between the hours of 10 pm-8 am.
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)**
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. **(Detail)**
Important Notes:	Programs must have a work hour monitoring procedure which details how violations are addressed, resolved, and prevented from occurring in the future. Vacation and leave must be excluded when calculating work hours, call frequency, or days off.

Regional Graduate Medical Education

Institutional Supervision of Residents Policy and Procedures

Appendix K

PURPOSE

To establish a Supervision of Residents policy is to ensure safe and effective patient care while facilitating the educational and professional development of residents in training. It aims to provide a structured framework for the delegation of responsibility and independence as residents progress through their training, allowing them to gradually assume more control and responsibility for patient care under the guidance of attending physicians.

SCOPE

This policy applies to all Kaiser Permanente Northern California (KPNC)-sponsored ACGME and CPME residency programs, plus fellowship programs (ACGME-accredited and non-accredited).

DEFINITION

A "Supervision of Residents policy" defines the level and type of oversight provided by attending physicians or other supervisors to residents (trainees in a medical field) during their clinical practice and training. It outlines how residents' responsibilities are delegated, how procedures are performed, and how the supervising physician ensures quality patient care and proper training.

POLICY

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 promote appropriate resident supervision while providing the graded authority and responsibility, the program must use the following classification of supervision:

Direct Supervision: VI.A.2.b).(1).(a)
The supervising physician is physically present with the resident during key portions of the patient interaction; or, PGY 1 residents must initially be supervised directly, only as described in VI.A.2.c).(1).(a). (**Core)**

The supervising physician and/or patient is not physically present with the resident and the supervising physician is concurrently monitoring the patient care through appropriate telecommunication technology. VI.A.2.b).(1).(b)

Indirect Supervision: VI.A.2.b).(2)
The supervising physician is not providing physical or concurrent visual or audion supervision but is immediately available to the resident for guidance and is available to provide appropriate direct supervision.

Oversight: VI.A.2.b).(3)
The supervising physician is available to provide review of procedures/encounters with feedback provided after care is delivered.

The program must define when physical presence of a supervising physician is required. **(Core)**

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. **(Core)**

The program director must evaluate each resident's abilities based on specific criteria, guided by the Milestones. **(Core)**

Faculty members functioning as supervising physicians must delegate portions of care to residents based on the needs of the patient and the skills of the resident. **(Core)**

Senior residents or fellows should serve in a supervisory role to junior residents in recognition of their progress toward independence, based on the needs of each patient and the skills of the individual resident or fellow. **(Detail)**

Programs must set guidelines for circumstances and events in which residents must communicate with supervising faculty member(s). **(Core)**

Each resident must know the limits of their scope of authority and the circumstances under which the resident is permitted to act with conditional independence. **(Outcome)**

Faculty supervision assignments should be of sufficient duration to assess the knowledge and skills of each resident and to delegate to the resident the appropriate level of patient care authority and responsibility. **(Core)**

Regional Graduate Medical Education

Institutional Funding & Support for Board Preparation Courses Policy and Procedures

Appendix L

PURPOSE

To aid in the successful preparation and completion of the residents' specialty-specific board exam, the Institution will provide support and funding for a board preparation course.

SCOPE

This policy applies to all Kaiser Permanente Northern California (KPNC)-sponsored ACGME and CPME residency programs, plus fellowship programs (ACGME-accredited and non-accredited).

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 up to $1,500. Residents may use their educational stipend towards the board preparation expense as well.

$1,500 board exam course or study materials, total one-time amount reimbursed during residency.

Approved by IGMEC: May 2025

Regional Graduate Medical Education

Institutional Qualifying Family, Medical, and Caregiver Leave Policy and Procedures

Appendix M

PURPOSE

To establish protocol and standards within Kaiser Permanente Northern 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).

SCOPE

This policy applies to all Kaiser Permanente Northern California (KPNC)-sponsored ACGME and CPME residency programs, plus fellowship programs (ACGME-accredited and non-accredited).

Qualifying Leave

Family and medical leave involves 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").

Process for Requesting Leave

The process for requesting leave(s) of absence include, but are 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 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).

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.

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.

Provisions

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.

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 program.

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

Approved by IGMEC: May 2025

Regional Graduate Medical Education

Institutional Non-Compete Policy and Procedures

Appendix N

PURPOSE

To establish a policy that complies with the Accreditation Council for Graduate Medical Education (ACGME) Institutional Requirements **(IV.M.)**

Non-competition: The Sponsoring Institution must maintain a policy which states that neither the Sponsoring Institution nor any of its ACGME-accredited programs will require a resident/fellow to sign a non-competition guarantee or restrictive covenant. **(Core)**

SCOPE

This policy applies to all Kaiser Permanente Northern California (KPNC)-sponsored ACGME and CPME residency programs, plus fellowship programs (ACGME-accredited and non-accredited).

DEFINITION

A non-compete policy, also known as a non-compete agreement or restrictive covenant, is a contractual term that restricts an individual, often an employee, from working for a competitor or starting a similar business within a specified geographical area and timeframe after their employment ends.

POLICY

Kaiser Permanente sponsoring institution, adheres to the policy of the ACGME, which prohibits the inclusion of any restrictive covenants or non-compete clauses for residents or fellows.

Residents and fellows are advised that they may not sign a non-compete or restrictive covenant clause as part of any KP GME or program documents or as a contingency for employment as a resident/fellow in a KP-sponsored, ACGME-accredited, and/or non-accredited program. Residents and fellows must immediately notify KP Regional GME if they are asked to sign such a document.