

October 8, 2012

To: Residency/Fellowship Program Directors

Residency/Fellowship Program Coordinators

From: Cindy Slaughter, Director

Office of Graduate Medical Education (OGME)

Cc: Stephen R. Hayden, MD

Associate Dean for Graduate Medical Education and DIO

Subject: UC San Diego Health Sciences (UCSDHS) Terms and Conditions of Appointment

for Trainees in Graduate Medical Education (GME)Training Programs

Please be reminded that pursuant to policies of the ACGME, of the UC San Diego (UCSD) Graduate Medical Education Committee and of the National Residency Matching Program (NRMP), applicants to your training programs must receive documentation regarding the Terms and Conditions of Appointment to UCSD GME Training Programs. The attached UCSDHS Terms and Conditions of Appointment 2013-14 is provided for your use. It can be posted to your website or provided in writing to your applicants.

NRMP REGULATIONS MANDATE THAT PROGRAMS MUST PROVIDE A COPY OF THE CONTRACT¹ THAT APPLICANTS WOULD BE EXPECTED TO SIGN IF MATCHED TO THE PROGRAM. To assist you with this policy, we are providing sample documents of the Appointment Letter, Acceptance of Appointment², Resident Physician³ Position Description, and the GME Attestation Form. Incoming trainees are required to complete and sign all documents.

Per **NRMP** regulations, this information <u>must</u> be communicated to interviewees in writing <u>prior</u> to the rank order list deadline. The **NRMP** recommends that each program obtain a signed acknowledgment of such communication from each applicant who interviews with their program. An acceptable alternative is to post the contract and policies on the institution's website⁴ and notify interviewees where the information may be found. The signed acknowledgment should include a statement that the interviewee was notified that the information is posted on the website.

¹<u>Appointment Letter, UC Acceptance of Appointment, Resident Physician Position Description, GME Attestation Form</u>

² A signed <u>Acceptance of Appointment</u> is the UC's equivalent of a 'signed contract'

³ The term "Resident Physician" refers to any intern, resident or fellow in an ACGME accredited training program

⁴ The "institution's website" for this information is the UCSDMC OGME website: http://meded.ucsd.edu/GME/

- 1. The following UCSD application documents should be posted to your program website or be available for your applicants to view at the time of interview:
 - Terms and Conditions of Appointment
 - Appointment Letter and Acceptance of Appointment
 - Resident Physician Position Description
 - GME Attestation From
- 2. THE NRMP RECOMMENDS THAT <u>EACH</u> PROGRAM OBTAIN A <u>SIGNED</u> <u>ACKNOWLEDGMENT OF RECEIPT</u> OF THE AFOREMENTIONED DOCUMENTATION FROM EACH APPLICANT WHO INTERVIEWS WITH THEIR PROGRAM.

The training program application (documents listed below) is available to anyone requesting a copy. Please invite interested parties to visit the **OGME website** (http://meded.ucsd.edu/GME/) for that information.

- Terms and Conditions of Appointment to UCSD GME Training Programs
- Policies: The <u>House Officer Policy and Procedure (HOPPD)</u> and <u>GME Academic Policies</u>, <u>Procedures and Guidelines</u> contain information regarding:
 - o Institutional eligibility, selection and nondiscrimination criteria
 - Hours and working conditions policy
 - Supervision policy
 - o Policies regarding Evaluation, Promotion, Corrective Action, and Dismissal
 - The specifics of the house officer group health, life, dental, vision and disability programs
- Sample <u>Appointment Letter</u>, <u>Acceptance of Appointment</u>, <u>Resident Physician</u> Position Description, and OGME Attestation Form

Please feel free to contact the OGME if you have any questions regarding any of the policies or documents pertaining to the Terms and Conditions of Appointment.

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TERMS AND CONDITIONS OF APPOINTMENT July 1, 2013 – June 30, 2014

SALARY SCALE

UC San Diego Health Sciences (UCSDHS) Salary Scale

Represented House Officer

Title Code	Position	Annual Salary
2709	Resident Physician 1	\$50,283
2723	Resident Physician 2	\$52,004
2723	Resident Physician 3	\$54,050
2723	Resident Physician 4	\$56,356
2723	Resident Physician 5	\$58,679
2723	Resident Physician 6	\$61,091
2723	Resident Physician 7	\$63,058
2723	Resident Physician 8	\$64,872
2738	Chief Resident	\$600

^{**}Salary reflects the 2012-13 Academic Year; 2013-14 salary will post when available

NON-Represented House Officer

Title Code	Position	Annual Salary
2708	Resident Physician 1	\$50,283
2726	Resident Physician 2	\$52,004
2726	Resident Physician 3	\$54,050
2726	Resident Physician 4	\$56,356
2726	Resident Physician 5	\$58,679
2726	Resident Physician 6	\$61,091
2726	Resident Physician 7	\$63,058
2726	Resident Physician 8	\$64,872
2725	Chief Resident	\$600
2728	Pharmacy Residents	\$42,000
2729	Pharmacy Chief Resident	\$46,000

LEAVE POLICY

Vacation

House Officers accrue vacation at the official rate of 13.33 hours per month. This provides a total of 20 vacation "working days" per year. Due to the complexities of rotation schedules for House Officers in various training programs, 28 calendar days or one calendar month will be given as leave depending upon the mode of scheduling of a given service.

Sick Leave

House Officers shall accrue sick leave at the rate of 8 hours (one working day) per month, which is the equivalent of 12 working days per year.

Sick Leave - Family Illness

A House Officer shall be permitted to use not more than 30 days of accrued sick leave in any calendar year when required to be in attendance or to provide care because of the illness of the House Officer's spouse, parent, child, sibling, grandparent, or grandchild. In-laws and step-relatives in the relationships listed also are covered.

Parental Leave: Pregnancy/Childbearing Disability Leave

A House Officer disabled due to pregnancy, childbirth, or related medical conditions shall be granted a medical leave of absence of up to four months, but not to exceed the period of verified disability.

Pregnancy disability leave may consist of leave without pay and/or paid leave such as accrued sick leave, and accrued and/or advanced vacation leave.

If a House Officer on an approved pregnancy disability leave is also eligible for family and medical leave, (noted below under Family and Medical Leave), up to 12 work weeks of pregnancy disability leave shall run concurrently with family and medical leave under Federal law.

Upon termination of a pregnancy disability leave that runs concurrently with Federal family and medical leave, a House Officer is also entitled to up to 12 work weeks of State family and medical leave (designated as Supplemental Family and Medical Leave).

Parental Leave: Paternity Leave

Parental leave may be granted in accordance with the provisions of

• FMLA /CFRA- for the purpose of caring for the House Officer's newborn or a child placed with the House Officer for adoption or foster care

LEAVE POLICY

Family and Medical Leave

Family and Medical Leave (FMLA) is provided for an eligible House Officer's serious health condition, the serious health condition of the House Officer's child, spouse, or parent, or to bond with the House Officer's newborn, adopted, or foster care child in accordance with State and Federal law in effect at the time the leave is granted.

A House Officer is entitled to up to 12 work weeks of FMLA leave during the 12 month leave year, provided that:

- The House Officer has at least 12 cumulative months of University service (all prior University service shall be used to calculate the 12-month service requirement); and
- The House Officer has worked at least 1,250 actual hours during the 12 months immediately preceding the commencement date of the leave.

Professional Leave

With the approval of the Training Program Director, House Officers may be granted up to five work days of leave with pay, per academic year, to pursue scholarly activities pursuant to their educational curriculum. Time not taken may not be carried over from one academic year to the next and will be forfeited.

Effect of Leave on Completion of the Training Program

Make-up time may be required to meet the educational objectives and certification requirements of the training program and/or the American Specialty Board when a House Officer is required to utilize leave time.

PROFESSIONAL LIABILITY INSURANCE

TYPE OF COVERAGE	<u>LIMITS</u>
UC Self-insured Retention (Fully Funded)	\$1,000,000 each occurrence
Tail Coverage is produced by virtue of the fact that the coverage is "per occurrence"	\$3,000,000 aggregate

Additional excess insurance available if needed

The UC Self Insurance Program (UCSIP) will defend and indemnify House Officers and medical students against any professional or general liability or malpractice claim arising out of the House Officer's or medical student's acts or omissions that are within the course and scope of his/her University duties, for work completed during the training period. The UCSIP does not cover: (1) acts/omissions that are not within the course and scope of the House Officer's University duties, or (2) acts or omissions resulting from fraud, corruption, malice or criminal negligence.

UCSIP coverage for House Officers and part-time, volunteer clinical faculty is limited to specific assignments in specific locations. Work at affiliated or associated hospitals or elsewhere is covered when it falls within the course or scope of the House Officer's University appointment. However, "moonlighting" is not part of the residency program and is not covered under the UCSIP.

Questions regarding legal issues, including subpoenas should be addressed to the UCSDMC Office of Risk Management.

HEALTH INSURANCE

House Officers are eligible for enrollment in the UCSD House Officer health, dental, vision, long term disability, and life insurance plans. Coverage is available for the House Officer, for a spouse, for dependent children or for a domestic partner. Two plans are available:

Health Coverage

- PPO Plan
 - o 3 tier fee-for-service indemnity plan
 - o Insured may seek treatment anywhere from provider of choice
 - Services at UCSDMC (tier 1), are generally covered at 100% with no deductible and no co-insurance
 - Services obtained away from UCSDMC, within the PPO Network (tier 2), are generally covered at 80%, after satisfaction of a deductible amount
 - Services obtained outside of the PPO Network, (tier 3), are generally covered at 60%, after satisfaction of a deductible amount
 - Co-pays are required at all participating providers including UCSDMC for: Routine Exam, Emergency Room (unless admitted) and for Prescription Drugs
 - Maximum annual out-of-pocket expenses
 - ▶ In Network: \$1,000/Individual, \$2,000/Family
 - ▶ Out of Network: \$2,000/Individual, \$4,000/Family

- HMO
 - o Insured must select a primary care provider who will manage the care
 - No deductibles
 - o Co-pays are required for Routine Exam, Outpatient Psychiatric Care, Prescription Drugs, Home Health Care, Emergency Room (unless admitted)
 - Maximum annual out-of-pocket expenses
 - ▶ In Network: \$2,000/Individual, \$4,000/Family

Vision Coverage

The vision plan provides coverage for eye exams, lenses, frames, medically necessary contacts and cosmetic contacts. There is a deductible amount for services rendered. The plan requires that the insured uses specific participating providers in order to receive full benefits.

Dental Coverage

Our Dental plan pays 100% for Preventative Care, 80% on Basic Care, and 50% towards Major Care.

Life Insurance

Basic Life Insurance coverage is offered as a \$50,000 benefit.

Disability Insurance

Long term disability insurance is provided by the University for members of the House Officer.

- Eligibility The House Officer is appointed at least 20 hours each week or an average of 20 hours each week during the preceding 12 months.
- Definition of Disability During the benefit waiting period and the next 24 months of disability, the House Officer is disabled if unable to perform with reasonable continuity the material duties of his/her own occupation as a resident physician. Benefits will end if the House Officer is working in any occupation and earning more than 80% of indexed pre-disability earnings. Thereafter, the House Officer is disabled if he/she is unable to perform the material duties of any occupation with an earnings test.
- Monthly Benefit 60% of the first \$5,000 of pre-disability earnings reduced by deductible income. Maximum monthly benefit is \$3,000.
- Benefit Waiting Period Benefits become payable after the House Officer has been continuously disabled for 30 calendar days.
- Conversion Insurance LTD conversion insurance is available under defined parameters.

LIVING QUARTERS

There are no permanent living quarters at UCSDMC for members of the staff, House Officer or employees.

ON CALL MEALS

Adequate and appropriate food services are provided for House Officers who take first call and remain in the hospital overnight. Two meals are provided for Monday through Friday on call and three meals are provided for Saturday, Sunday and holiday call. A slightly different model is used for on call in the Emergency Department to reflect the actual shift time taken for call. Each meal has a maximum value of \$8.00.

UNIFORM AND UNIFORM LAUNDERING

Three sets of uniforms (lab coats) are provided to the House Officers at the time of initial appointment. The lab coats will be laundered by UCSDMC at no charge to the House Officer. Uniforms that deteriorate through normal wear and tear shall be replaced by the Medical Center.

VISA REQUIREMENTS

Non-citizens of this country may pursue residency and fellowship training at UCSD Health Systems while holding permanent resident status or while holding a J exchange visitor visa under the sponsorship of the ECFMG.

UCSD policy reflects that graduate medical education training is not completed by individuals who hold an H visa. An exception to this policy may be requested by the UCSD OGME training program director for an applicant who is in the USA under an H visa at the time of application to the UCSD OGME program.

SAMPLE HOUSE OFFICER UCSDHS APPOINTMENT LETTER (CONTRACT)

Attached are samples of the initial appointment documents for all new incoming House Officers:

- Appoinment Letter (Contract)
- Acceptance of Appointment Form

- Resident Physician Position Description
- GME Attestation Form