August 28, 2020

To: Residency/Fellowship Program Directors

Residency/Fellowship Program Administrators

From: Cindy Slaughter, Director

Office of Graduate Medical Education (OGME)

Cc: Sherry C. Huang, MD

Associate Dean for Graduate Medical Education and DIO

Inc: Terms & Conditions

2021-22 Salary Scale

Subject: UC San Diego Health (UCSDH) 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 <a href="mailto:must">must</a> receive documentation regarding the Terms and Conditions of Appointment to UCSD GME Training Programs. The attached UCSDH Terms and Conditions of Appointment (T&C) is provided for your use.

NRMP REGULATIONS MANDATE THAT PROGRAMS MUST PROVIDE A COPY OF THE CONTRACT<sup>1</sup> 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 Appointment<sup>2</sup>, and Resident Physician<sup>3</sup> Position Description. 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 website<sup>4</sup> 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.

<sup>&</sup>lt;sup>1</sup>Appointment Letter, UC Acceptance of Appointment, Resident Physician Position Description,

<sup>&</sup>lt;sup>2</sup>A signed Acceptance of Appointment is the UC's equivalent of a 'signed contract'

<sup>&</sup>lt;sup>3</sup>The term "Resident Physician" refers to any intern, resident or fellow in an ACGME accredited training program

<sup>&</sup>lt;sup>4</sup>The "institution's website" for this information is the OGME website: <a href="http://meded.ucsd.edu/index.cfm/gme/">http://meded.ucsd.edu/index.cfm/gme/</a>

- 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
  - Resident Physician Position Description
- 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** for that information. <a href="http://meded.ucsd.edu/index.cfm/gme/">http://meded.ucsd.edu/index.cfm/gme/</a>

- 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:
  - 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 Appointment Letter, Resident Physician Position Description

Please contact the OGME should you have any questions regarding any of the policies or documents pertaining to the <u>Terms and Conditions of Appointment</u>.

Office of Graduate Medical Education UC San Diego Health 200 West Arbor Drive, MC 8829 San Diego, CA 92103-8829 V: 619-543-7242

F: 619-543-2990

#### **UC SAN DIEGO HEALTH TERMS AND CONDITIONS OF APPOINTMENT**

#### PAY LEVEL SALARY SCALE\*

#### UC San Diego Health (UCSDH) Pay Level Salary Scale\*

#### **Represented House Officer**

Title Code	Position	Pay Level
2709	Resident Physician 1	1
2723, 2736	Resident Physician 2	2
2723, 2736	Resident Physician 3	3
2723, 2736	Resident Physician 4	4
2723, 2736	Resident Physician 5	5
2723, 2736	Resident Physician 6	6
2723, 2736	Resident Physician 7	7
2723, 2736	Resident Physician 8	8
2733, 2750	Non-Accredited Training & NIH Grants	3-8
2738	Chief Resident Stipend	As Posted

#### **NON-Represented House Officer**

Title Code	Position	Pay Level		
2708	Resident Physician 1	N/S		
2724, 2726	Resident Physician 2-8	N/S		
2728	Pharmacy Residents ( PGY1)	As posted		
2729	Pharmacy Fellows ( PGY2)	As Posted		
2714, 2740	Non-Physician Clinical Trainees	As Posted		
2732	2111 Resident Physician 4-8	BYA		
2732	Add'l Year for Medicine/Peds Chief Resident	BYA		
2725	Chief-Resident	N/S		
*Pay Level Salary Scales are/will be posted on the OGME website:				
https://meded.ucsd.edu/index.cfm/ame/house_officer/				

#### **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.

#### Disability Leave - Pregnancy/Childbearing

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. This is a job-protected leave, and your benefits will continue to be paid by the University while you are out on this 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

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 CONTINUED

#### Family and Medical Leave

Family and Medical Leave (FMLA) is a job-protected leave, 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 12month service requirement); and
- House Officer has worked at least 1,250 actual hours during the 12 months immediately preceding the commencement date of the leave.
- Your benefits will continue to be paid by the University while you are out on this 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 LIMITS

UC Self-insured Retention (Fully Funded)

\$3,000,000 aggregate

\$1,000,000 each occurrence

Tail Coverage is produced by virtue of the fact that the coverage is "per occurrence"

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 UCSDH Office of Risk Management.

#### **HEALTH INSURANCE**

House Officers are eligible for enrollment in the UCSDH House Officer <u>health</u>, <u>dental</u>, <u>vision</u>, <u>long term disability</u>, <u>and life insurance plans</u>. 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
  - Insured may seek treatment anywhere from provider of choice UC affiliated providers are covered at 100%
  - Services at any UC Medical Center (tier 1), are generally covered at 100% with no deductible
  - Services obtained away from a UC Medical Center, within the PPO Network (tier 2), are generally covered at 90%, after satisfaction of a
    deductible amount (\$100 for individual, \$200 for family)
  - Services obtained outside of the PPO Network, (tier 3), are generally covered at 70%, after satisfaction of a deductible amount (\$200 for individual, \$500 for family)
  - Co-pays are required at all participating providers including UC Medical Centers for: Primary Care Visit, Specialist Visit, 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

#### Health Coverage Continued

- HMO
  - Insured must select a primary care provider who will manage the care
  - If you do not select a PCP, one will be assigned to you
  - No deductibles
  - Co-pays are required for Primary Care Visit, Specialist Visit, Prescription Care, Emergency room care/medical transportation (unless admitted), Urgent Care, Outpatient Psychiatric Care, Prescription Drugs, Home Health Care, Home Rehabilitation Services
  - Maximum annual out-of-pocket expenses (for in-network providers)
    - ▶ In Network: \$1,500/Individual, \$2,500/Family
  - No out of network coverage EXCEPT for: 50% of the remaining prescription drug maximum allowed amount up to \$250 for out of network;
     and out of network care for emergency visit is covered as in-network.

#### 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

Delta Dental PPO in-network dentists: Dental plan pays 100% for Diagnostic & Preventative Care, 90% on Basic Services/Major Care.

Non-Delta Dental PPO out-of-network dentists: Dental plan pays 100% for Diagnostic & Preventative Care coverage and 80% coverage for Basic Services/Major Care, however some limitations or waiting periods may apply.

Orthodontia Delta in-network/out-of-network coverage: Plan pays 50% for approved orthodontic care up to orthodontic maximum of \$1,000

#### Life Insurance

Basic Life Insurance coverage is offered as a \$50,000 benefit. Accidental Death & Dismemberment is offered as a \$50,000 benefit in addition to the life insurance.

#### Disability Insurance

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

- 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 Up to 66.67% of your monthly covered earnings. Maximum monthly benefit is \$5,000.
- Benefit Waiting Period Benefits become payable after the House Officer has been continuously disabled for 180 calendar days.
- Short term disability insurance is provided by the University for members of the House Office through Cigna Insurance.
- 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 Disability means that, solely because of a covered injury or sickness, you are unable to perform the material
  duties of your regular occupation and you are unable to earn 80% or more of your covered earnings from working in your regular
  occupation.
- Weekly Benefit Up to 66.67% of your weekly covered earnings. Maximum monthly benefit is \$1,200 per week.
- Benefit Waiting Period Benefits become payable after the House Officer has been continuously disabled for 30 days.

#### LIVING QUARTERS

UCSDH has no permanent living quarters for members of the staff, House Officers or employees.

#### ON CALL MEALS

Adequate and appropriate food services are provided for House Officers. House Officers who are on call are provided meals according to UCSDH GME On Call Meal Policy (GME – 020) Each meal has a maximum value of \$12.00.

#### **UNIFORM & 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 UCSDH at no charge to the House Officer. Uniforms that deteriorate through normal wear and tear shall be replaced by the UCSDH.

#### **VISA REQUIREMENTS**

Non-US citizens may pursue residency and fellowship training at UC San Diego Health while holding permanent resident status or while holding a J1 Exchange Visitor Visa under the sponsorship of the ECFMG.

UCSDH 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 UCSDH GME training program director for an applicant who is in the US under an H visa at the time of application to the UCSDH GME program.

#### SAMPLE HOUSE OFFICER UCSDH APPOINTMENT LETTER (CONTRACT)

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

- UC Appoinment Letter (Contract)
- UC Resident Physician Position Description

# 2021-22 Official Training Appointment Contract & UC Resident Physician Position Description

Dept/Division: Medicine/Internal Medicine

Appointment for: Shen Anigans, MD

Appointment Dates: 06/22/2021 - 06/30/2022

Appoint Type: Resident Pay Level: PL1

Initial appointments are made on an annual basis. The 2020-21 pay scale is available on the OGME website at https://meded.ucsd.edu/gme. The 2021-22 pay scale will be posted when available.

Reappointments are mad on an annual basis following successful completion of the prior year of training. You may review the specifics on non-renewal of appointments and due process issues in the UCSD House Officer Policy and Procedure Document (HOPPD) available on the OGME website.

Please be advised that your appointment is contingent upon (1) A satisfactory Criminal Background heck (information enclosed) (2) Compliant with California medical licensure regulations (3) Federal Immigration laws and (4) Satisfactory completion of your current academic program.

#### 1. UCSD HEALTH ORIENTATION PROGRAM

The Office of Graduate Medical Education (OGME) will host its orientation and registration program at the UC San Diego La Jolla campus:

### ALL DAY ORIENTATION – event information to follow ATTENDANCE IS MANDATORY

### 2. HOUSE OFFICER POLICY AND PROCEDURE DOCUMENT (HOPPD) GME ACADEMIC POLICIES, PROCEDURES AND GUIDELINES (APPG)

These documents are available on the OGME website at: https://meded.ucsd.edu/gme

They contain the UC San Diego Health (UCSDH) policies and procedures of each of the following topics. Please prefer to the HOPPD and APPG for details on the points noted below:

Vacation Policy

Policies on Gender or other Forms of Harassment

Policies on House Officer Duty Hours and Working Environment

Policies on Professional Activities External to the Educational Training Program Designated as Moonlighting

Policies on Effect of Leave for Satisfying Completion of Program

Leave of Absence Policy

Parental Leave of Absence Benefits

Sick Lave

Disability and Health Insurance

Professional Liability Insurance (Tail Coverage)

Counseling, Medical Psychological Support Services

Conditions for Living Quarters, Meals, Laundry

**Duration of Appointment** 

Grievance Procedure



#### 3. OCCUPATIONAL & ENVIRONMENTAL MEDICINE AND TB CONTROL

A successful health screening is a condition of appointment. Prior to attending orientation, all questionnaires, proof of immunity records and TB test results have been submitted as instructed.

#### 4. SECIALTY BOARD EXAMINATION

Information related to eligibility for your specialty board examination can be obtained through your training program. The list of specialty board contacts is also available on the OGME website: <a href="http://meded.ucsd.edu/gme">http://meded.ucsd.edu/gme</a>

If we may be of assistance prior to your arrival, please do not hesitate to contact either the Office of Graduated Medical Education (619) 543-7242 or your training program directly.

Welcome to UCSDH! I hope that the year ahead will be one of much learning, many new friendships and great person and professional satisfaction.

Sherry C. Huang, MD

Profession of Pediatric Medicine

Associate Dean of Graduate Medical Education & DIO

### **UCSD Resident Physician Position Description**

The goal of the graduate medical education training program is to (a) provide trainees (interns, residents and fellows) with an extensive experiences in the art and science of medicine in order to achieve excellence in the diagnosis, care and treatment of patients and (b) to establish trainees' eligibility to participate in the relevant ABMS Specialty Board examination. To achieve this goal, the trainee agrees to do the following for the duration of their graduate medical education training at UCSDH.

- 1. Develop and participate in a personal grogram of self-study and professional growth guidance from the Medical School's teaching staff.
- 2. Under the supervision of the Medical School's teaching staff, participate in safe, effective and compassion care, consistent with the trainees' level of education and experience.
- Participate fully in the educational activities of the residency/fellowship program and assume responsibility for participation in the teaching of more junior physicians, of medical students and students in allied health professions.
- 4. Participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures and policies of the institution.
- 5. Participate in the standing committees of the Medial Staff and institutional committees, as assigned by the program director, especially those that relate to patient care review activities.
- 6. Develop an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education and the practice of medicine. Lear cost containment measures in the provision of patient care.





- 7. Perform all duties in accordance with the established practices, procedures and policies of the institution, its programs, clinical departments and other institution to which the resident physician is assigned.
- 8. Strict adherence to the moonlighting policies of UCSDH and to the program in with the resident/fellow is appointed.
- 9. Comply with the duty hour and working condition policies of UCSDH and the program in which the resident physician is appointed. This includes, in part, completion of surveys or data entry into the GME database management systems as required by the training program, UCHSD and the ACGME.
- 10. Adhere to the program's call schedule and schedule of assignment.
- 11. Document patient care it the medical record in a timely fashion as per Medical Staff policy.
- 12. Adhere to the ACGME Institutional Requirement's(1) and to the ACGME-RRC Program Requirements(2) for the specialty in which the resident physician is training.
- 13. Participate in the evaluation of the training program and its faculty.
- 14. Comply with the licensure requirements of the State of California and the laws of the State and Federal Governments.
- 15. Comply with specific/special requirement of Affiliated Institution to which a trainee my rotate as part of their training. These requirements may include, but are not limited to, criminal background checks, substance abuse testing, health screening, providing additional paperwork/information, etc.
- 16. Adhere to the policies defined in the UCSDMC document entitled Guidelines for Managing Impaired Residents and the UCSDH House Office Policy and Procedure Document (HOPPD).
- 17. Adhere to UCSD Office of Graduate Medical Education Resident use of Email policy.

By my signature, I acknowledge acceptance of this appointment and agree to comply with all University(3) and Medical Center Policies(4) including those described in the House Office Policy and Procedure Document (HOPPD)(5) and UCSDH Resident Physician Description.

(e-signed: 4/4/2020)

Shen Anigans

Name: Anigans, Shen Date: April 4, 2020

- (1) ACGME Institutional Requirements: http://www.acgme.org
- (2) ACGME-RRC Program Requirements: http://www.acgme.org
- (3) Medical Center Policies: https://blink.ucsd.edu/HR/policies/personnel.html
- (4) HOPPD: <a href="https://meded.ucsd.edu/gme">https://meded.ucsd.edu/gme</a>



#### **HOUSE OFFICER**

#### **SALARY SCALE**

2020 - 2021

2021 - 2022

	7/4/20 6/20/24	7/4/04	C/20/22			
	7/1/20 – 6/30/21	7/1/21 – 6/30/22				
	Annual	Annual				
Resident Physician						
Pay Level 1	\$ 60,719	TBD				
Pay Level 2	\$ 62,731	TBD				
Pay Level 3	\$ 65,196	TBD				
Pay Level 4	\$ 67,769	TBD				
Pay Level 5	\$ 70,543	TBD				
Pay Level 6	\$ 73,164	TBD				
Pay Level 7	\$ 75,597	TBD				
Pay Level 8	\$ 79,576	TBD				
Chief Resident Stipend		\$ 50.00	\$ 600.00			
Resident Pharmacist						
PGY 1	\$ 50,500	\$ 50,500				
PGY 2	\$ 54,000	\$ 54,000				
Non-Physician Clinical Trainees						
Salary Ranges	\$ TBD	\$ TBD				

Salaries for Pay Levels 1-8 are generally released in the spring prior to the next academic year or when available.