I. PREAMBLE

The primary purpose of the appointment of Resident Physicians is the completion of a graduate training program in accordance with the current standards contained in the “Essentials of Accredited Residencies” adopted by the Accreditation Council for Graduate Medical Education. Each party is to observe and insofar as reasonably possible, fulfill and comply with these standards.

The University of Washington School of Medicine fully endorses and supports the primary purpose of the appointment of a Resident Physician to one of its approved graduate training programs. The ability of the University of Washington School of Medicine to maintain the current programs in their current size and conformity, or to develop new programs in the future, is dependent upon the availability of resources that may not be within the control of these institutions. Therefore, any conditions or provisions that follow, which are dependent upon the availability of resources beyond the control of these institutions, shall not be binding in the event of loss or certain future loss of these resources.

II. INSTITUTIONAL RESIDENT/FELLOW ADVISORY COMMITTEE

There is a standing committee of the School of Medicine called the Institutional Resident/Fellow Advisory Committee. It is composed of representatives of the Residents, Fellows and Faculty Members.

Charge: The above Institutional Resident/Fellow Advisory Committee shall have as part of its charter the development of policies relevant to Resident/Fellow appointment and education. These shall include stipend, fringe benefits, working conditions, supervision, weekend and holiday duty, grievance and termination procedures, quality of patient care, and the particulars of the Residency Position Appointment documents. The above list shall not be considered a limitation on the Institutional Resident/Fellow Advisory Committee’s scope but rather specific examples of the topics it shall and can consider for policy development.

Membership: There will be eight (8) voting Resident/Fellow members selected in the following manner: each graduate training program shall select a program representative to the Institutional Resident/Fellow Advisory Committee. The voting Resident/Fellow representatives to the Institutional Resident/Fellow Advisory Committee will be selected by ballot from the body of graduate training program representatives for one (1) year terms. All remaining program representatives shall be non-active representatives on call for participation in the Institutional Resident/Fellow Advisory Committee activities on an as needed basis. There will be eight (8) voting Faculty members appointed by the Dean of the School of Medicine (hereinafter referred to as the “Dean”). A Chair will be appointed by the Dean after receiving recommendations from the Institutional Resident/Fellow Advisory Committee and will be appointed from the Faculty members of the Institutional Resident/Fellow Advisory Committee. Each voting member of the Committee, including the
Chair, has one vote and all votes are equal. In the absence of a regular member, a non-active member may attend and have equal voting power. A quorum shall consist of at least four (4) Resident/Fellow members and at least four (4) Faculty members appointed by the Dean. All actions of the Institutional Resident/Fellow Advisory Committee must be by a majority vote of those present and those voting must reflect equal representation of Faculty and Resident/Fellows.

Meetings: Meetings will be at least bimonthly from September through June, or when requested by four members, or when agreed upon by a majority of the Institutional Resident/Fellow Advisory Committee. Resident/Fellow members will be released from regular duties so they may attend.

Process: Policy recommendations of the Institutional Resident/Fellow Advisory Committee will be forwarded by the Institutional Resident/Fellow Advisory Committee Chair to the Graduate Medical Education (GME) Committee for review and approval, they will then be forwarded to the Dean for a decision. Only policy recommendations that have unanimous, majority, or tied support of the Institutional Resident/Fellow Advisory Committee shall be forwarded to the GME Committee for review and approval. All recommendations of the Institutional Resident/Fellow Advisory Committee and GME Committee pertaining to the Resident Position Appointment (RPA) and Resident Physician Policy approved by the Dean are binding upon the School of Medicine and Residents. The Dean retains unilateral discretion to determine the implementation date of approved policies. If a recommendation pertaining to the RPA is not approved by the Dean, the Dean or his/her designee must respond in writing to the Institutional Resident/Fellow Advisory Committee in a timely manner from receipt of the recommendation. Changes in the Residency Position Appointment may be made only by recommendation of the Institutional Resident/Fellow Advisory Committee or GME Committee and approved by the Dean, or by the Dean after consultation with the Institutional Resident/Fellow Advisory Committee and GME Committee. The Residency Position Appointment will be the same for both incoming and present Residents at any given time.

III. PARTIES SUBJECT TO THIS POLICY AND THEIR RESPONSIBILITIES

This policy applies to the individual Residents in training in accredited programs sponsored by the University of Washington School of Medicine and to the University of Washington School of Medicine itself.

A. The Resident shall comply with the Graduate Medical Education Licensing Policy. The Resident will provide compassionate, timely and appropriate patient care and agrees to serve the training sites and their patients; to accept the duties, responsibilities, and rotations assigned by the Department Chair or his/her designee; to abide by the rules and regulations of the hospitals and clinics to which assigned to the extent these are not inconsistent with this policy; to conduct him/herself ethically and professionally in keeping with his/her position as a physician; and to abide by the conditions and general responsibilities outlined below.

B. The University of Washington School of Medicine provides reasonable accommodation to Residents with a disability. Reasonable accommodation may include, but is not limited to, a leave of absence or modification to a position, work environment, policy or procedure to enable a qualified individual with a disability to enjoy equal opportunity and/or to perform the essential functions of the position. Requests for accommodation are to be submitted to the Office of the Dean. Accommodation requests are evaluated on an individual basis.
C. The University of Washington School of Medicine shall be responsible for providing Faculty supervision of the graduate medical education programs. This responsibility shall include the definition of education program content, evaluation of education program quality, and evaluation of individual Resident’s clinical training and performance. Additionally, the University of Washington School of Medicine agrees to perform a series of administrative and educational functions for the benefit of the Residents and of the affiliated hospitals and clinics. These include issuing stipend checks; providing an office and personnel for the administration of the program; maintaining Resident records; administering the benefits outlined below; and providing mechanisms for coordination of the program among the affiliated hospitals and clinics, the University of Washington School of Medicine, and the various clinical services.

D. The affiliated hospitals and clinics have agreed through their Graduate Medical Education Affiliation Agreement to provide on an annual basis, funds for those stipends to which they commit themselves; funds and/or services for the support of the Resident fringe benefit program and due process mechanism stated hereafter; funds for administration of the graduate medical education program; and educational and clinical opportunities.

E. The University of Washington School of Medicine and the affiliated hospitals and clinics will assure the availability of appropriate, economical, and nutritional meals; rest and sleeping quarters; security for personal belongings; and support facilities conducive to the educational process. The affiliated hospitals and clinics have agreed to provide clean and adequately lighted-for-study on-call rooms with available bathroom facilities. There shall be a sufficient number of on-call rooms so that Residents on-call may sleep and have a secured storage area for books and clothing.

IV. APPOINTMENTS

Annually the affiliated hospitals and clinics and the School of Medicine shall agree on the number of positions to be offered and their allocation by specialty and Resident training level. Each of the affiliated hospitals and clinics shall agree on the number of these positions it will support. Within this authorization, the chief of each clinical service and the respective Department Chair shall make recommendations for appointments to the Dean of the School of Medicine. Initial appointments at the R-1 level will be offered within the framework of the National Resident Matching Program and will be subject to the acceptance of the Resident. No appointment will be for more than twelve (12) months.

Residents must be in attendance as required by their duty/training schedule. Residents must also comply with leave of absence request protocols as delineated in Section VII. Residents may be assumed by the University of Washington School of Medicine to have resigned their appointment when they fail to comply with leave of absence request protocols or when they take unapproved leaves of absence. If by his/her actions a Resident is assumed to have resigned his/her appointment, the School of Medicine through the relevant Department Chair will notify the Resident in writing of the assumption of resignation.

The University Department Chair, with the support of the affiliated hospitals and clinics, shall provide clinical programs of sufficient quality and duration so that Resident physicians who successfully complete the offered training program will be qualified to sit for specialty board certification and examinations. This provision assumes that all training program activities will be conducted within the guidelines of external agencies that evaluate and accredit training programs and hospitals. The obligation to train individual physicians in the practice of their specialties includes provision of inpatient and outpatient settings in which the specialty may be practiced; provision of equipment and other facilities for the care
of patients; provision of supervision, criticism and evaluation of professional work of the trainees by Faculty members of the University of Washington School of Medicine at affiliated institutions; and provision of didactic experiences to supplement practical clinical experiences; in the manner determined by the department at its discretion as appropriate for each individual graduate training program and Resident. If a Resident’s performance evaluation indicates unsatisfactory performance in any aspect of the program, the Program Director may require the resident to have a personal evaluation by a recognized resident counselor as a condition of further participation in the program.

As a part of his/her appointment, the Resident will be expected to participate actively in the care of all types of patients coming to the hospital or clinic to which s/he is assigned, including patients of designated individual physicians whom the Resident will be expected to assist. In addition, the Resident will be expected to take an active role in the instruction of medical students and/or other hospital personnel. The appointment of the Resident is conditioned upon his/her compliance with the Graduate Medical Education Licensing Policy (GMELP). Failure to comply with the licensure requirements set forth in the GMELP may result in the rescission of the Resident appointment by the University of Washington School of Medicine and withdrawal of Resident privileges, stipends, and benefits. Residents will not be required to sign a non-competition guarantee as a condition of appointment.

If the School of Medicine determines that it is necessary to reduce the size of a residency program or to close a residency program, currently appointed Residents will be notified of the decision as soon as possible. Every effort will be made to allow currently appointed Residents in good academic standing to complete their education. If this is not possible, every effort will be made to assist these Residents in identifying a program in which they can continue their education.

It is clearly understood that the major objective of the graduate medical education program is educational and it will be administered throughout the University of Washington School of Medicine by the respective clinical Department Chairs with the educational needs of the Residents foremost in mind.

V. NON-REAPPOINTMENT

A resident will be notified of non-reappointment by January 15 of each year, or at least six months prior to the normal termination date of the resident’s existing appointment, if the date of appointment is any date other than July 1. If the resident is notified of non-reappointment, the department at its sole discretion may revisit that decision at a later date and may offer re-appointment at that time, but no later than forty-five (45) days prior to the end of the resident’s existing appointment. The decision on non-reappointment will be made by the faculty of the department or by a group of faculty specifically charged with evaluating resident progress in the program. The notification will be by letter containing the reasons for the non-reappointment.

Notwithstanding the period during which a resident may be re-appointed at the department’s sole discretion, if a resident receives notice of non-reappointment, the resident may request review of that decision according to the following procedure:

A. Within seven (7) days the resident may request reconsideration of that decision by the faculty group that made the decision. The request resident must be made in writing and must contain a concise statement of the reasons why the resident requests reconsideration.
B. The faculty group that made the original decision must reconsider its decision within seven (7) days after receiving the request for reconsideration and provide a written decision to the resident.

C. After receiving a denial of reconsideration, the resident may appeal the decision to non-reappoint within seven (7) days to an ad hoc Non-renewal Review Panel. This panel will consist of three (3) members: the Director of Graduate Medical Education Program Assessment and Development, and two faculty members of the School of Medicine's Graduate Medical Education Committee.

D. The Non-renewal Review Panel will hold a meeting to review the decision. The panel will review the letter of non-renewal, the full evaluation file documenting the resident's performance, and any materials prepared by the resident to support the request for review. At the hearing, the resident may be accompanied by a faculty mentor or another resident. The resident may make oral presentations. However, no witnesses will be called. The program director or his designee may be present to provide information to the Panel. The Panel may question the resident and the representative of the program. The Panel will render its decision in the form of a recommendation to the Dean of the School of Medicine within seven (7) days.

E. The Dean will render a decision within seven (7) days of receiving the recommendation of the Non-Renewal Review Panel. If the Dean takes no action within the time period, the recommendation of the Non-renewal Review Panel will automatically be affirmed and the decision will be final.

VI. ON-CALL SCHEDULES

A. Residents will be assigned night rotation and weekend duties on a regular basis. The Clinical Departments shall establish fair and reasonable schedules of hours of duty for Residents, as well as adequate and defined off-duty hours. Hours of duty will be established in compliance with the Institutional Hours of Duty Policy.

B. Each Clinical Department shall establish a committee with fair and reasonable representation of both Residents and Faculty Members that will be responsible for developing and recommending to the Department Chair policies concerning the hours of duty that are in keeping with the educational objectives and patient care responsibilities of the Residency training program.

Issues that will be considered in the guidelines developed by each department will include, but are not limited to, the following:

1. Frequency of on-call night rotations;
2. On-call duties during periods of Resident shortages caused by illness or leave of fellow Residents;
3. Back-to-back night call when a Resident changes services;
4. Assignment of clinical or educational duties in one hospital concurrent with on-call assignments overnight in other hospitals;
5. Specified number of periods of 24 or more consecutive hours off duty per month;
6. Number of consecutive hours that Residents may be required to be on duty;
7. Rest periods while on call.
C. Each Department Chair shall submit an annual review of the departmental guidelines to the Dean by November 1. This statement shall include the names and year of Residency if appropriate, of the committee members. The Dean will be responsible for ensuring that all departments and programs comply with this process and will be responsible for transmitting the guidelines to the Institutional Resident/Fellow Advisory Committee for review. If desired, the Institutional Resident/Fellow Advisory Committee may then make comments and recommendations to the Dean as to the appropriateness and fairness of the guidelines or the process by which the guidelines were developed.

D. The relevant departmental hours of duty guidelines will be provided by the Department to each Resident as an appendix to the Resident Physician Policy.

E. When a Resident is assigned to a rotation in a department different from his or her parent department, the guidelines of that department will apply.

VII. STIPENDS

Stipends will be paid by the University of Washington School of Medicine to assist the Resident in defraying the cost of his or her education. Funds for this purpose will be provided by the affiliated hospitals, clinics, and from other sources. The affiliated hospitals and clinics are the guarantors of stipend funding up to the number of positions and at the specific rates that they agree to support each year. Stipends are assured for no more than the appointment period and may not be withdrawn by the funding organization unless in accordance with the provisions of the applicable affiliation agreement. Regardless of funding source, the benefits outlined below apply.

The stipend scale is determined annually by the University of Washington, in consultation with the Institutional Resident/Fellow Advisory Committee and the affiliated hospital and clinics. Factors that are considered in determining the stipend scale include, but are not limited to, the institutional budget; changes in the cost of living; and the need to remain competitive with the stipends paid to trainees in hospitals under common ownership with a University.

The stipend scale will be responsive to the level of training of the trainee. There will be an increase for each additional level of training. All trainees in any given level of training will be reimbursed at the same rate. There will be no differentials among the various specialty fields.

All stipends and the stipend scale will be effective for periods not to exceed twelve (12) months.

VIII. FRINGE BENEFITS

The fringe benefit program outlined below is specifically designed for Residents and will be uniform for all Residents. It will be administered throughout the University of Washington School of Medicine. Regardless of funding source, the benefits outlined below apply.

Leaves of Absence

Residents must comply with the requirements for submitting a request for leave of absence. When required, a request for leave of absence must be submitted to the Program Director on the School of Medicine (SOM) leave request form. When the need/desire for the leave of
absence is foreseeable, the request should be submitted at least thirty (30) days prior to the leave. When the need for the leave is unforeseeable, the request should be submitted as soon as practical. The Program Director must provide Residents with a written statement regarding the effect of leaves of absence, for any reason, on satisfying the requirements of their Residency Review Committee and/or Specialty Board for completion of a Residency program. Should any approved leaves compromise the necessary time for certification, the Resident will be allowed to receive additional training sufficient to meet certification requirements.

A. Vacation Leave

All Residents will receive twenty-one (21) days of paid vacation to be broken down as fifteen (15) business days and six (6) weekend days per twelve (12) month appointment. Residents on duty less than full time will receive vacation leave credit on a pro rata basis. Residents on duty less than a 50 percent basis are not eligible to receive and/or use vacation leave. This need not be taken in one block of time. Unused vacation leave shall lapse at the expiration of each appointment period.

All vacations will be scheduled with the approval of the head of the clinical service of which the Resident is a member and will be subject to the University and respective departmental regulation. It is the responsibility of the appropriate Residency Program Director to coordinate and communicate the planned vacation and leave schedules with each affiliated hospital and clinic that may be affected.

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

B. Sick Leave (SOM leave request form required for five (5) or more consecutive, calendar, sick leave days)

All Residents will receive seventeen (17) days of paid sick leave at the start of each one (1) year appointment period that will be broken down as twelve (12) business days and five (5) weekend days. Residents on duty less than a full time schedule receive sick leave credit on a pro rata basis. Residents on duty less than a 50 percent basis are not eligible to receive and/or use sick leave. If sick leave credit is not used by the end of term of the appointment, the Resident may apply the accumulated credit to consecutive, subsequent School of Medicine Residency or Fellowship appointment periods. The Resident may transfer accumulated sick leave when the Resident is appointed in another University of Washington School of Medicine accredited Residency or Fellowship program. Accumulated sick leave credit that is not transferable shall lapse and is uncompensable at the completion or expiration of the appointment to the Residency program. Sick leave may be used for the following:

1. Personal illness, disability or injury including disability due to pregnancy or childbirth.
2. Care for a child under 18 years of age with a health condition that requires treatment or supervision.
3. Health Care appointments.
4. Care for a spouse, registered domestic partner, or parent with an illness, injury, or serious health condition.

C. Emergency Leave (SOM leave request form required for five (5) or more consecutive, calendar, emergency leave days)

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

D. Pregnancy and Childbirth Leave (SOM leave request form required)

A Resident shall be provided pregnancy and childbirth leave for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth. Pregnancy and childbirth leave will be unpaid unless the Resident elects to use vacation leave or sick leave. Pregnancy leave may, at the Resident’s option, run concurrently with family medical leave provided in Part E, if available. During the period of the pregnancy and childbirth leave that the Resident is eligible for family medical leave, the University shall maintain the basic insurance benefits for the Resident. The Resident will be responsible for maintaining any optional insurance coverage, other payroll deductions, and insurance co-payments. During the period of the pregnancy and childbirth leave that the Resident is not eligible for or does not elect to use family medical leave, and the Resident does not have vacation or sick leave that can be used to maintain her on the payroll, the Resident will be allowed to continue, at her own expense, basic insurance benefits. (See Other Benefits on Page 10)

E. Family Medical Leave (SOM leave request form required)

1. Twelve (12) weeks leave of absence without pay shall be granted for the following reasons:

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

   To be eligible for family medical leave, a Resident must have a record of twelve (12) months cumulative State service and have been on duty 1250 hours during the twelve (12) months immediately preceding the family medical leave. Given a qualifying reason, an eligible Resident may request a family medical leave of absence
F. Other Leaves of Absence

Other Leaves of absence without pay may be granted for any of the following reasons:
1. Educational Leave.
3. Leave for government service in public interest.
4. Other personal reasons, other than health, acceptable to the appointing department.

A request for leave of absence without pay is to be submitted in writing to the Department Chair for endorsement and/or recommendation and is to identify the reason for the leave as well as the requested duration. The request will then be forwarded to the Dean for approval or action as appropriate. Normally, requests for leave of absence without pay, or extensions of previously approved requests, involving educational leave and other personal reasons should be approved only if the appointing authority can be reasonably certain that the position from which the Resident is leaving will be available to the Resident upon his/her return. Except for extended military service leaves, approved leaves of absence without pay should not exceed twelve (12) months in duration. Extensions of leaves beyond the twelve (12) month limitation must be approved by the Dean. Should any of the leaves provided in this section or in preceding sections compromise the necessary time for certification, the Resident will be allowed to receive the additional training time without loss of training status. The Resident is reminded that University basic insurance benefits may be kept in force while on leave of absence, but the monthly insurance premiums become the responsibility of the Resident taking leave. The Resident should contact the Benefits Office for specifics of coverage at 543-2800.

Other Benefits

A. Educational Meetings
As part of their Residency training, Residents may be authorized to attend educational meetings at the discretion of their Department Chair or his/her designee.

B. Uniforms and Laundry of Uniforms
If the Resident is required to wear a standard uniform the first year, Residents will be provided with up to five (5) sets of uniforms at the affiliated hospital to which they are initially assigned. Replacement of uniforms will be the responsibility of the Resident.
Laundry services for uniforms will be provided in accordance with the policies and practices of the Resident’s assigned department and existing hospital assignment.

C. Basic Insurance Benefits
Residents who have at least a six-month appointment of fifty percent or greater and receive a monthly stipend may enroll in a University-paid insurance plan consisting of medical, dental, basic life insurance and basic disability income coverage. This plan, which provides for optional additional life insurance and disability income insurance that may be purchased by the individual, is designed and authorized by the Public Employees Benefits Board (PEBB).
*Basic insurance benefit coverage is effective for eligible Residents during the period of appointment only.

D. Meals
Meals will be provided to Residents while serving at a given hospital under the following circumstances:

1. Residents required to be on in-house call shall receive dinner, late evening meal, and breakfast, and shall receive lunch if the Resident is on-call during a weekend or holiday.
2. Residents who have been on duty a full day and who must remain in the hospital past 7 p.m., but who leave later in the evening shall receive dinner.
3. Residents who normally take night call from home but who are called back to the hospital for patient care duties will receive meals on those occasions as described in sections 1 and 2.
4. Hospitals may provide compensation for meals if meals are not provided.

Requests for reimbursement of meal charges need to be made within a period of two months from the date such charges occur. Compensation levels will be based on the average cost of the various meals at the hospital's cafeteria and hence may vary among institutions. These levels will increase in proportion to the increases in the cafeteria's price schedules. Each hospital will review its compensation levels annually and adjust them as necessary.

E. Parking
The School of Medicine through its clinical departments, will provide tickets for parking at the University of Washington Medical Center (UWMC), or Harborview Medical Center (HMC), for the Residents assigned to locations other than the UWMC or HMC but scheduled by departments to attend conferences, educational, and administrative meetings and clinics at these locations.

F. Counseling Services
Residents are encouraged to discuss problems of either a personal or program nature with their Chief Resident, Program Director, Department Chair, or with personnel in the Counseling Office in the Office of Graduate Medical Education. In the event a Resident desires to have professional counseling the Director of Counseling will seek to assist Residents in adjusting to the demands of Residency. The goal of the Counseling Office is to restore, maintain, or improve the quality of life for residents and their families by providing a variety of services to Residents of the University of Washington including assessment, referral, and counseling with individuals, couples, families and groups.
IX. PROFESSIONAL LIABILITY COVERAGE

Professional liability coverage for Residents will be provided by the University of Washington at no cost to the Resident. The coverage will cover each Resident's good faith performance of his/her assigned duties in the training program. Details of coverage are found in RCW 28B.20.250-255. The professional liability program operates on an occurrence basis. As part of the professional liability coverage, the University will provide legal assistance through the Attorney General's Division to any Resident who becomes involved in litigation as a result of the good faith performance of his/her assigned duties at the affiliated or approved hospitals and clinics. The professional liability coverage will not apply to “... actions, claims or proceedings arising out of acts taken in bad faith. The following are examples of types of conduct which will normally be deemed to have been taken in bad faith: (1) The act was committed with the willful intention of causing injury or harm, or was reckless or malicious in nature. (2) The act was committed in willful violation of law or University regulations. (3) The act was committed while under the influence of alcohol or a controlled substance (as defined in RCW 69.50.101 as now or hereafter amended).” University of Washington Handbook Volume I, Part III, Chapter 5, Section 2.

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

X. OUTSIDE PROFESSIONAL ACTIVITIES

The School of Medicine does not require and discourages professional activities outside the Residency program for its Residents, believing in general that the time and effort required for training are incompatible with part-time work. In particular, professional activities outside the Residency program are not permitted in UWMC, SCCA, HMC or the clinics associated with these institutions. Nonetheless, with prior approval, Residents may engage in professional activities outside the scope of their Residency program in those facilities or other facilities provided that such activities are consistent with ACGME policies and that compensation for these services is provided by entities other than the University of Washington, University of Washington Physicians (UWP) or Children’s University Medical Group (CUMG).

All professional activities outside the program are subject to prospective approval after full disclosure.

A. Disclosure.

Residents must seek approval by submitting a letter to the Program Director indicating with specificity 1) the activity, 2) the entity to which service will be provided, and 3) the amount of time involved. The Program Director will communicate in writing whether the activity is approved or disapproved. Residents must disclose all outside professional activities to the Program Director by completing a School of Medicine Moonlighting Request Form for each activity. The Program Director will indicate approval or disapproval of the activity on the form. This information documentation is made part of the Resident’s file.
B. **Conditions.**

- Professional activities outside the educational program must not interfere in any way with the educational experience, performance or responsibilities of a Resident.
- Residents may not engage in professional activities in which there may be a conflict of interest with their appointment at the University of Washington.
- Professional activities outside the educational program must comply with applicable Federal law and regulations.
- The total aggregate work hours for Residents, including both their activities as part of an accredited Residency program and outside professional activities, must not exceed 80 hours per week, when averaged over four weeks. Outside professional activities shall not exceed on average one day per week averaged over 13 weeks.

C. **Revocation of Approval.**

If, in the discretion of the Program Director, after prospective approval for a professional activity has been granted, any of the above conditions are not being met, approval may be revoked.

D. **Limitation on Liability Coverage.**

Professional liability coverage is not provided by the University of Washington for professional activities outside of the Residency program.

E. **Licensure.**

Under Washington State Law [RCW 18.71.095(3)], a limited license “… shall permit the resident physician to practice medicine only in connection with his or her duties as a resident physician and shall not authorize the physician to engage in any other form of practice.” While a request for prospective approval of outside professional activities may be rejected on the basis that the individual will not be appropriately licensed, approval of outside activities does not constitute the University’s endorsement that the individual does have the appropriate license. It is the Resident’s responsibility to assure that s/he is appropriately licensed for all professional activities in which s/he engages.

XI. **GRIEVANCE PROCEDURE**

**Section 1: Definition.**

A grievance under this policy shall mean any controversy or claim arising out of an alleged violation of the Resident Physician Policy resulting from the misinterpretation or misapplication of these provisions (hereafter referred to as grievance), provided that a grievance shall not include any aspect of the evaluation of academic or clinical performance or professional behavior, the non-reappointment decision or any other academic matters including but not limited to the failure to attain the educational objectives or requirements of the training program.

The grievance process is intended to be an informal process to resolve grievances internally and is not intended to be an adversarial forum. Therefore, throughout the grievance process the Resident may be accompanied by a fellow Resident, medical student or a medical school Faculty member who hereinafter shall be identified as...
“associate.” The grievant may confer with an associate; however, the associate may not actively participate or present in the proceedings. Attorney representatives may not attend the grievance proceedings.

Section 2: Procedures. Grievances shall be processed as follows:

Time Limit: The grievance shall be deemed waived if Step #1 is not initiated within ten (10) calendar days after the Resident knew or should have known of the act or omission upon which the grievance is based. Note: All documentation that the Resident desires to be considered must be submitted at Step #2 of the grievance procedure and no additional documentation may be submitted by the Resident after Step #2.

Step #1: An aggrieved Resident and/or group of Residents (hereafter in the Section known as “Resident”) and, at his/her option, an associate, shall bring the grievance to the attention of the appropriate Faculty supervisor involved within ten (10) calendar days after the Resident knew or should have known of the act or omission upon which the grievance is based. In the case of a group grievance, one or more of the aggrieved Residents may represent the group as a whole. At that time the Resident and appropriate Faculty supervisor will determine a time and place within the next seven (7) calendar days to discuss the grievance and attempt to reach a satisfactory solution, if necessary, the meeting may occur after that seven (7) calendar day period (due to required absences).

Step #2: If the grievance is not settled at Step #1, the aggrieved Resident may present it in writing to his/her Residency Program Director within ten (10) calendar days after the meeting in Step #1. The Resident shall state with particularity in writing the facts upon which the grievance is based, the Article(s) violated, a description of the nature of the violation, and the requested remedy sought. All documentation that the Resident desires to be considered must be submitted at this step. Within five (5) calendar days after she/he receives it the Residency Program Director shall schedule a meeting on the grievance, which may occur after that five-day period, and shall issue his/her written answer thereto within seven (7) calendar days after the meeting. The meeting shall be attended by the parties to the dispute, and may be attended by the Resident’s associate at the Residents option, and the Residency Program Director.

Step #3: If the grievance is not resolved at Step #2, the aggrieved Resident may present the grievance in writing to his/her Department Chair or his/her designee within seven (7) calendar days after the decision in Step #2. If the Department Chair is the Program Director or provides the response at Step #2 then the Resident should proceed to Step #4. Within ten (10) calendar days after s/he receives the Resident’s written request to review the grievance, the Department Chair or his/her designee shall schedule a meeting on the grievance, which may occur after that ten (10) day period, and shall issue his/her written answer thereto within ten (10) calendar days after the meeting. The meeting shall be attended by the parties to this dispute, and may be attended by the Resident’s associate at the Resident’s option, and the Department Chair or his/her designee. All documentation and information presented at Step #2 shall be presented at Step #3 and all
subsequent steps and no additional documentation may be submitted by the Resident after Step #2.

**Step #4:**

**Grievance Committee:** The purpose of this committee is to resolve grievances as defined in Section 1. Thus, its sole function is to determine if the provisions of the Resident Physician Policy have been complied with. It is not the function of the committee to set new policy or formulate new provisions. If the grievance is not resolved at Step #3, the grievance may be submitted by the aggrieved Resident, to the Grievance Committee for Residency/Fellowship Issues (hereafter known as “Grievance Committee”) within seven (7) calendar days after the decision in Step #3. The Grievance Committee will schedule a meeting on this grievance within twenty-one (21) calendar days after receipt of this grievance.

**Composition:** This committee will be composed of four (4) voting members, {two (2) voting Faculty members and two (2) voting Resident/Fellow members} and a non-voting Chair. Resident/Fellow appointments to the Grievance Committee will be selected by ballot from the body of program representatives for one (1) year terms. There will be four (4) Resident/Fellow members, {two (2) voting Resident/Fellow members and (2) non-voting Resident/Fellow members}. The voting and non-voting Resident/Fellow members will be selected by ballot among those Resident/Fellows members selected to the Grievance Committee. Program representatives from the Resident/Fellows elected to the Institutional Resident/Fellow Advisory Committee will not be eligible to sit on the standing Grievance Committee. There will be four (4) Faculty appointments to the Grievance Committee, two (2) voting Faculty members and two (2) non-voting Faculty members, appointed by the Dean or his/her designee for one (1) year terms. Faculty and Resident/Fellows of the Department involved in the dispute shall not sit as members of the Grievance Committee at the meeting at which that dispute is reviewed and shall be replaced by non-voting members. All remaining program representatives shall be non-active Resident/Fellow representatives on call for participation in Grievance Committee activities on an as needed basis. Faculty alternates will be appointed by the Dean or his/her designee, if necessary, from the body of the Faculty of the School of Medicine; inclusive in this group will be Faculty members appointed to the Institutional Resident/Fellow Advisory Committee.

**Chair:** The Dean or his/her designee shall appoint the Chair. The Chair will be non-voting and a member of the University of Washington School of Medicine emeritus or full-time Faculty.

**Attendance:** All proceedings must be attended by four (4) voting Grievance Committee members and the parties to the grievance. If the voting members are not eligible or available to serve, they shall be replaced by an eligible and available non-voting member. Attendance by the non-voting members is encouraged; however, their presence is limited to observation and no manner of participation is permitted. Attendance of the resident’s associate is permitted at the resident’s option. The appropriate Faculty supervisor(s), the Residency Program Director, and the Department Chair or his/her designee are permitted to attend even if not required to be present a the meeting as a party to the grievance. Only the voting Grievance Committee members are
permitted to be in attendance during any pre-proceeding meetings, (i.e., organizational meetings) and the deliberations of the Grievance Committee.

**Decision Making:** At the conclusion of the Grievance Committee's review of the grievance, the Committee shall issue a written statement of its findings and render a decision within ten (10) days of its final meeting, which will be transmitted to the parties to the dispute. The Grievance Committee may require more time to render their decision in which case the committee shall notify the parties of the expected time frame of the issuance of the decision, which shall not exceed an additional ten (10) calendar days. Each member of the Grievance Committee has one vote and all votes are equal. All decisions of the Grievance Committee are final, unless either party appeals the decision in writing to the Dean within seven (7) calendar days of the date of the decision.

**Tie Vote:** A tie vote on a grievance in the Grievance Committee will be considered a denial of the grievance.

**Step #5:**
The Dean or his/her designee will issue his/her final decision within ten (10) days of receipt of an appeal of the grievance, unless more time is required in which case the Dean shall notify the parties of the expected time frame of the issuance of his decision but not to exceed an additional twenty-one (21) calendar days. The decision of the Grievance Committee will be deemed to be affirmed if the Dean or his/her designee does not act on the appeal within 10 days of the receipt of the appeal.

**Section 3: Waiver of Procedural Steps.**
Any of the above provisions contained in this Article may be waived by written mutual consent of the parties hereto. Any step may automatically be waived if the appropriate Faculty supervisor, the Residency Program Director, and/or the Department Chair is/are the same.

**Section 4: Appointment Status.**
The grievance procedure does not extend the length of a Resident's appointment period nor does it affect the right to non-reappoint a Resident for a subsequent appointment period. A grievance ends at the completion or termination of an appointment.

**XII. TERMINATION FOR CAUSE**

A. A Resident’s appointment may be terminated for cause if the Resident fails to meet standards of professional performance expected at the Resident’s level of training, or fails to fulfill the conditions of appointment to the program, or fails to meet the requirements of the hospital or clinic to which the Resident is assigned. The total professional behavior of the Resident shall be considered in decisions to terminate for cause. The process for termination for cause of a Resident shall be as set forth in the following paragraphs.
B. When a question arises concerning the termination of a Resident, the appropriate Department Chair or designee shall inform the Resident of the basis for the consideration of termination for cause and discuss the matter with the Resident in a face-to-face conference. A written summary of this meeting shall be prepared. The matter may be concluded by mutual consent at this point. The resolution of the matter by mutual consent may involve the resignation of the Resident.

C. If at any time during the preliminary proceedings, described in paragraph B above, it appears to the Department Chair or designee that mutual resolution is not possible and the Department Chair is of the belief that termination for cause is necessary, the Department Chair shall submit a letter of recommendation to the Dean. The recommendation shall include a statement of the grounds for termination. The Resident shall be notified by the Department Chair of the recommendation to proceed with termination and the grounds for termination. This notice shall contain:

1. A statement that if the Resident makes a written request within twenty (20) calendar days of receipt of the Department Chair’s communication, s/he is entitled to a hearing before the Resident/Fellow Hearing Committee; and,
2. A copy of the Resident Physician Policy.

D. If any time during the preliminary proceedings described in paragraph B above, the Resident requests in writing to the Department Chair a hearing before the Resident/Fellow Hearing Committee, formal proceedings shall be held and these shall be initiated promptly. The written request for a Resident/Fellow Hearing Committee proceeding must include a statement of the reason for the request, a statement whether the Resident will be represented by an attorney, the identity of any witnesses to be called on the resident’s behalf, and a list of documentary evidence the Resident proposes to present at the hearing.

E. A recommendation by the Department Chair to proceed to terminate the Resident for cause is subject to review in a formal hearing by the Resident/Fellow Hearing Committee on written request of the Dean or Resident. Such requests for review by the Resident/Fellow Hearing Committee must be submitted in writing to the Chair of that committee within twenty (20) calendar days of the notice of the recommendation to terminate the Resident’s appointment. The written request of the Resident for a Resident/Fellow Hearing Committee proceeding must include a statement of the reason for the request, a statement whether the Resident will be represented by an attorney, the identity of any witnesses to be called on the Resident’s behalf, and a list of documentary evidence the Resident proposes to present at the hearing. If no written request is timely submitted and no alternative action is taken by the Dean thereby reflecting the Dean’s acquiescence to the action, the termination shall become effective thirty (30) calendar days after the issuance of the recommendation to terminate the Dean.

F. Resident/Fellow Hearing Committee: The purpose of this committee is to provide a Resident, upon written request, a formal termination proceeding.

**Composition:** This committee will be composed of four (4) voting members, (two (2) voting Faculty members and two (2) Resident/Fellow members) and a non-voting Chair. Resident/Fellow appointments to the Resident/Fellow Hearing Committee will be selected from and by ballot of the Resident/Fellow members of the Institutional Resident/Fellow Advisory Committee for one (1) year terms. There will be four (4) Resident/Fellow members, (two (2) voting Resident/Fellow members and
two (2) non-voting Resident/Fellow members). The voting and non-voting Resident/Fellow members will be selected by ballot among those Resident/Fellow members selected to the Resident/Fellow Hearing Committee. Faculty appointments to the Resident/Fellow Hearing Committee will be made by the Dean or his/her designee from the Faculty members of the Institutional Resident/Fellow Advisory Committee for one (1) year terms. There will be four (4) Faculty members, (two (2) voting Faculty members and two (2) non-voting Faculty members). The non-voting Resident/Fellow and Faculty members will be non-active representatives to the Resident/Fellow Hearing Committee. Non-active representatives will be called to active duty when the voting Resident/Fellow and Faculty members are unable to serve. Faculty members and Residents/Fellows of the Department involved in the termination shall not sit as members of the Resident/Fellow Hearing Committee at the formal termination proceedings at which that termination is reviewed and shall be replaced by non-voting members. All remaining program representatives shall be non-active Resident/Fellow representatives on call for participation in Resident/Fellow Hearing Committee activities on an as needed basis. Faculty alternates will be appointed by the Dean or his/her designee, if necessary, from the body of the Faculty of the School of Medicine.

**Chair:** The Dean or his/her designee shall appoint the Chair. The Chair will be non-voting and a member of the University of Washington School of Medicine emeritus or full-time Faculty.

**Attendance:** A quorum at a formal termination proceeding shall consist of the two (2) voting Resident/Fellow members and two (2) voting Faculty members of the Resident/Fellow Hearing Committee. All proceedings of the Resident/Fellow Hearing Committee must be attended by the Resident/Fellow Hearing Committee Chair. Non-voting members are encouraged to attend the Committee proceedings.

G. The formal hearing shall be conducted in accordance with the Resident/Fellow Hearing Committee Procedures set forth in section K below. Within ten (10) calendar days of the conclusion of the formal proceedings, unless the Resident/Fellow Hearing Committee requests the Dean for additional time, the Resident/Fellow Hearing Committee shall submit its recommendation and a full and complete copy of the record to the Dean who shall then decide the matter, and such decision shall be final. Within thirty (30) calendar days of receipt of the Resident/Fellow Hearing Committee recommendation, the Dean will present a final decision to the Resident. The final decision of the Dean shall include a statement of the findings and conclusions of the formal termination proceeding. If the final decision is termination for cause, the termination shall be effective thirty (30) calendar days after the date of the Dean’s final decision. Within ten (10) calendar days of the Resident’s receipt of the Dean’s final decision, the Resident may file a written petition for reconsideration with the Dean stating the specific grounds upon which relief is requested. Petitions submitted later than ten (10) calendar days from receipt of the final decision will not be considered. The disposition of the petition shall be completed by the Dean, or his/her designee, within twenty (20) calendar days from the date of the timely filing in the Dean’s Office of the petition for reconsideration. The petition for reconsideration will be deemed to be denied if the Dean does not dispose of the petition within twenty (20) days of filing. A petition for reconsideration does not delay the effective date of a termination for cause.
H. Resident may be relieved of clinical duties at any time on the recommendation of any Faculty member to the Department Chair when in the opinion of the Department Chair such action is deemed as being in the best interest of patient care. The Resident will be fully advised of the reasons for such action and the action will be immediately communicated to the Dean. Upon request of the Resident, the reason for such action shall be stated immediately in writing. All efforts shall be made to reassign the Resident to non-patient care activities consistent with his/her educational objectives for the period involved. If such action is indicated for reasons that can normally be considered to be transient, or correctable by remedial assistance, a continuing review of the situation will be the responsibility of the Department Chair and/or appropriate clinical/faculty supervisor who will return the Resident to full activities as soon as possible. If such action is indicated for reasons not considered to be transient or remedial, the termination for cause provisions will apply, and appropriate reassignment will be made by the Department Chair during the period necessary to assure the Resident his/her due process rights.

I. The stipend and fringe benefits of the Resident shall be continued during the period necessary to assure due process provided that such stipend and fringe benefits shall cease at the expiration of his or her appointment or the effective date of his/her termination by the Dean whichever shall occur first.

J. These provisions relating to termination for cause do not apply to any decision not to reappoint a Resident.

K. The purpose of a Resident/Fellow Hearing Committee hearing is to provide a Resident, upon written request, a formal termination proceeding. The hearing provides the Resident an opportunity to present evidence and argument that the termination decision, made by the Department Chair, was arbitrary and capricious. The Resident has the burden of proof. The findings, conclusions and recommendations of the Resident/Fellow Hearing Committee shall be submitted to the Dean for final action.

1. Within thirty (30) days of receipt of a written request for a Resident/Fellow Hearing Committee hearing, the Resident/Fellow Hearing Committee shall acknowledge receipt of the request for a formal termination proceeding and submit notification of any obvious errors or omissions in the request to the Resident, Dean and Department Chair. Within ninety (90) days after receipt of the request or of the response to a timely notice of the necessity for corrections or additions to the request, the Resident/Fellow Hearing Committee will commence a hearing.

2. Within five (5) working days of receipt of the Resident’s written request for a formal termination proceeding, the Resident/Fellow Hearing Committee Chair shall provide the Department Chair a copy of the Resident’s written request for a formal termination proceeding. Within thirty (30) working days of receipt of this notice (an extension not to exceed an additional thirty (30) working days can be requested), the Department Chair, or his/her designee, shall provide the following information to the Resident/Fellow Hearing Committee:

   a. A statement of the matters asserted by the Department Chair;
   b. A list of witnesses who may be called to testify against the Resident; and
   c. A list of documentary evidence to be presented at the hearing.
3. When a hearing is scheduled before the Resident/Fellow Hearing Committee; the Chair of the Resident/Fellow Hearing Committee shall provide the Resident, and his/her representative if known, with written notice of the following information:

a. The names and business addresses of all parties to whom notice is being given, and if known, the names and addresses of their representatives;
b. The name, business address, and telephone number of the person designated to represent the University at the hearing;
c. The official file or other reference number and the name of the proceeding;
d. The name, official title, and business address of the Resident/Fellow Hearing Committee members;
e. The name, business address, and telephone number of the Coordinator of the Resident/Fellow Hearing Committee;
f. A statement of the time, place and nature of the proceeding;
g. A statement that the hearing is to be conducted under the authority of the University and in compliance with the Resident/Fellow Hearing Committee Procedures delineated in the Resident Physician Policy;
h. A statement of the matters asserted by the Department Chair;
i. A list of witnesses who may be called to testify against the Resident;
j. A list of documentary evidence to be presented at the hearing;
k. A statement that the notice may be amended, and such amendments will be sent to the Resident at any time prior to the hearing. The statement shall also provide that if such amendments are made, the Resident has the right to request that the hearing be rescheduled to a later date; and
l. A statement that a Resident who fails to attend the hearing or otherwise respond to this notice shall be considered to have waived the right to a formal hearing by default.

4. The Chair of the Resident/Fellow Hearing Committee shall ensure compliance with the following Resident/Fellow Hearing Committee Procedures:

a. The Resident shall be provided with a reasonable opportunity (at least seven days advance written notice) to gather evidence, contact witnesses, and prepare for the hearing;
b. All materials, documentation, and evidence shall be submitted to the Resident/Fellow Hearing Committee during the course of the hearing with simultaneous distribution of copies to the Department Chair or Resident. Parties may agree to submit materials or documentation in advance of the hearing, provided that they agree on the nature, extent, and timing of such document submission and the Committee agrees to receive such information;
c. The Resident may be accompanied by an advisor, or represented at the resident’s own expense by counsel, of the resident’s choice and the Department Chair and Resident/Fellow Hearing Committee may be represented by an Assistant Attorney General;
d. The Resident and Department Chair (or designee) are entitled to hear all testimony and examine all evidence that is presented at the hearing. The Resident and Department Chair (or designee) may present evidence and witnesses in support of their respective positions and may ask questions of any other witnesses;
e. The Chair shall give all parties full opportunity to submit and respond to pleadings, motions, objections, and offers of settlement;
f. Discovery is not available in the Resident/Fellow Hearing Committee Procedure;
g. The Resident and Department Chair do not have the right to be present during the deliberations of the Resident/Fellow Hearing Committee;
h. The hearing will be closed to public observation unless the Resident requests in writing to the Chair of the Resident/Fellow Hearing Committee that the proceedings be open to public observation. If requested by the Resident, the hearing will be open to public observation except for the parts that the Chair states to be closed. Where necessary, the Chair may require the removal of patient identifying information to protect patient confidentiality.
i. All testimony of parties and witnesses shall be made under oath or affirmation;
j. No communications are permitted by the Resident or Department Chair or their respective representatives to the Resident/Fellow Hearing Committee members regarding any issue in the proceeding other than communications necessary to procedural aspects of maintaining an orderly process. All other communications regarding the hearing are to be directed to the Coordinator of the Resident/Fellow Hearing Committee. Contacts are not to be made directly with Committee members; and
k. Any Resident/Fellow Hearing Committee member will be subject to disqualification from participation in the Resident/Fellow Hearing Committee Procedure on the basis of bias, prejudice or interest in the outcome of the proceedings. Any party may petition for the disqualification of an individual promptly after notice indicating that the person will participate or, if later, promptly upon discovering facts establishing grounds for disqualification. The Chair of the Resident/Fellow Hearing Committee shall determine whether to grant the petition stating facts and reasons for the determination.

5. The Resident may choose to present evidence to the Chair of the Resident/Fellow Hearing Committee rather than at a hearing before the full committee. The Resident’s waiver of the right to a hearing before the Resident/Fellow Hearing Committee must be submitted in writing to the Chair of the Committee. The Chair will submit the Resident’s evidence and arguments to the full committee and the Committee will make its decision based on the Chair’s report.

6. Evidence shall be admissible at the hearing if it is the type of evidence that reasonably prudent members of the University community would rely upon in the conduct of their affairs.

7. The Resident/Fellow Hearing Committee is charged with responsibility to review the termination decision of the Department Chair. The standard of review to be applied by the Resident/Fellow Hearing Committee is whether the Department Chair’s decision was arbitrary or capricious. The burden of proof is on the Resident to show that the Department Chair’s termination decision was arbitrary or capricious (Arbitrary and capricious action is willful and unreasoning action, without consideration and in disregard of facts or circumstances. Where there is room for two opinions, action is not arbitrary or capricious when exercised honestly and upon due consideration even though it may be believed that an erroneous conclusion has been reached). Only those members of the Resident/Fellow Hearing Committee that are present at the hearing may participate in the deliberations of the Committee. The submission of a recommendation by the Committee shall require a quorum of those present at the hearing and simple majority vote. If the
Committee is unable to achieve a simple majority vote, the recommendation(s) of the Committee should reflect the views of each of the eligible committee members.

8. The Resident/Fellow Hearing Committee shall submit its recommendation and a copy of the record to the Dean, Department Chair, and Resident. The recommendation shall include a statement of findings and conclusions regarding the Department Chair’s termination decision. Findings of fact shall be based exclusively on the evidence of record in the hearing and matters officially noticed in that proceeding.

9. All proceedings of the Resident/Fellow Hearing Committee will be conducted with reasonable dispatch and be terminated as soon as possible, consistent with fairness to all parties involved. The Chair shall have the discretion to continue the hearing.

10. An adequate summary of the proceedings will be kept. Such a summary shall include all documents that were considered by the Resident/Fellow Hearing Committee and may include a tape recording of the testimony and any other documents related to the hearing. Any party, at the party’s expense, may cause a court reporter approved by the Resident/Fellow Hearing Committee to prepare a transcript from the Committee’s record, or cause additional recordings to be made during the hearing if the making of the additional recording does not cause distraction or disruption.

L. A Resident’s appointment may be terminated with thirty (30) days’ written notice for cause only by the Dean of the School of Medicine by action on or acquiescence to the recommendation of the Department Chair or the Resident/Fellow Hearing Committee.

XIII. SEXUAL HARASSMENT AND OTHER FORMS OF DISCRIMINATION

Section 1: Definitions:

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

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

Residents who believe they are being harassed or discriminated against can seek help from their Residency Program Director or Department Chair. They may also seek assistance from the Office of Graduate Medical Education. Other resources available on campus include the University Ombudsman and Ombudsman for Sexual Harassment and the University Complaint Investigation and Resolution Office. Agencies outside of the University, where a Resident may file a complaint at the Washington State Human Rights Commission and the U.S. Equal Employment Opportunity Commission.

XIV. INTERDEPARTMENTAL RELATIONS

A. Each Resident shall be provided with:

1. Access to the written evaluation of the Resident’s performance on each rotation in the individual’s training program. In addition, the Program Director (or his/her designee) shall, from time to time, discuss with each Resident his/her overall progress toward the educational objectives set by the Resident’s training program. Such discussions shall occur on at least an annual basis and shall be in compliance with the applicable Residency Review Committee requirements.
2. The current accreditation status of the individual’s training program.
3. A copy of the current Resident Stipend Schedule.
4. A copy of this policy and other publicly available information regarding the training program or affiliated institutions on request.

B. Each Resident applicant and each Resident who is a candidate for reappointment will be informed of any anticipated substantive change in the program to which s/he is applying (e.g., probational status of accreditation, anticipated extensions of training time).

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

XV. EQUAL OPPORTUNITY

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

As part of equal opportunity, the University of Washington School of Medicine provides reasonable accommodation to otherwise qualified Residents with a disability. Requests for accommodation are to be submitted by the Resident to the School of Medicine, Office of the Dean, Division of Graduate Medical Education.

XVI. AMENDMENTS
This policy shall be reviewed on an ongoing basis by the Institutional Resident/Fellow Advisory Committee whose recommendation(s) for amendments in the following year’s policy will be sent to the Dean for consideration by March 1.

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