

STANFORD UNIVERSITY MEDICAL CENTER
Stanford University School of Medicine
Stanford Hospital and Clinics
Lucile Packard Children's Hospital

Statement of Commitment to Graduate Medical Education

In accordance with its mission Stanford University Medical Center is dedicated to pursuing the highest quality of patient care and graduate medical education. Stanford University Medical Center recognizes as one of its major responsibilities the provision of organized educational programs. This responsibility includes guidance and supervision of the resident while facilitating the resident's professional and personal development and ensuring safe and appropriate care for patients. In fulfilling these responsibilities, the administrations, Hospital Boards, and faculty of Stanford University School of Medicine are committed to supporting quality graduate medical education programs and excellence in residency training and research. Furthermore, Stanford University Medical Center commits itself to providing adequate funding of graduate medical education to ensure support of its faculty, residents, ancillary staff, facilities, and educational resources to achieve this important mission.

Stanford University Medical Center will ensure that all of its graduate medical education programs meet or exceed the Institutional and Program Requirements promulgated by the Accreditation Council for Graduate Medical Education.

APPLICATION TO STANFORD RESIDENCY PROGRAMS

Information may be obtained from the individual School of Medicine departments to which the application is made. Completed applications should be sent directly to the residency program being considered.

Note: A reference to "Stanford" or "Stanford University Medical Center" usually means all three programs and entities that make up the Stanford University Medical Center – the *Stanford University School of Medicine*, *Stanford Hospital and Clinics (SHC)*, and *Lucile Packard Children's Hospital (LPCH)*. The Stanford residency programs are formally a part of Stanford Hospital and Clinics, with their substantive content and conduct provided through the clinical departments of the School of Medicine, whether in SHC or LPCH.

RESIDENT ELIGIBILITY – RECRUITMENT

Applicants with one of the following qualifications are eligible for consideration for appointment to accredited residency programs:

- A. Graduates of medical schools in the United States and Canada accredited by the Liaison Committee on Medical Education (LCME).

- B. Graduates of colleges of Osteopathic Medicine in the United States accredited by the American Osteopathic Association (AOA).
- C. Graduates of medical schools outside the United States and Canada who meet one of the following qualifications.
 - (1) Have received a current valid certificate from the Educational Commission for Foreign Medical Graduates and an applicant status letter (PTAL) from the Medical Board of California confirming completion of pre-residency requirements.
 - (2) Have a full and unrestricted license to practice medicine in a U.S. licensing jurisdiction.
- D. Graduates of medical schools outside the United States who have completed a Fifth Pathway program¹ provided by an LCME-accredited medical school.

Stanford uses J-1 visas sponsored by the Educational Commission for Foreign Medical Graduates. Please see www.ecfmg.org for more information. Please allow 120 days for processing of a J-1 visa. Stanford does not sponsor graduates of international medical schools on H-1B visas.

NATIONAL RESIDENT MATCHING PROGRAM

Stanford University Medical Center participates in the National Resident Matching Program (NRMP) for all PGY I positions. The purpose of the NRMP is to match all medical students and other applicants with hospitals to obtain internships and residencies. Applicants submit a confidential list to the NRMP ranking their desired place of residency. Participating hospitals also enter a confidential list of most desired applicants. On a uniform date (mid-March) all of the applicants and hospitals are informed of the result of the match.

The NRMP sends rank order list information to the individual programs starting in July of each year. Rank order lists are entered by individual programs into the NRMP system.

Lists are subject to the approval of the Director of the Department of Graduate Medical Education.

The results of the match are delivered to Program Directors on the date specified by the NRMP via email. Programs are not allowed contact with successful applicants until the national announcement of the match has taken place. Programs are expected to submit a recommendation of appointment form via the Stanford web-based program for all matched PGY I applicants to the Department of Graduate Medical Education within 48 hours of the match. The Department of Graduate Medical Education will

¹ A Fifth Pathway program is an academic year of supervised clinical education provided by an LCME accredited medical school to students who meet the following conditions: (1) have completed in an accredited college or university in the United States, undergraduate premedical education of the quality acceptable for matriculation in an accredited United States medical school, (2) have studied at a medical school outside the United States and Canada but listed in the World Health Organization Director of Medical Schools; (3) have completed all of the formal requirements of the foreign medical school except internship and/or social service; (4) attained a score satisfactory to the sponsoring medical school on a screening examination; and (5) Steps 1 and 2 of the United States Medical Licensing Examination (USMLE).

send employment contracts to all matched house staff within fifteen (15) working days of receiving the recommendation of appointment.

Graduates of programs accredited by the LCME may participate in the match. Foreign medical school graduates who have a valid ECFMG certificate and a California applicant status letter may enroll as independent applicants.

Rank order lists are to remain confidential. Any agreement or contact offered by an enrolled hospital or program prior to the Match Date will be superseded by the results of the NRMP match.

RECOMMENDATION OF APPOINTMENT

Recommendations of appointment for continuing residents are due in the Department of Graduate Medical Education no later than January 1st each year for the following July 1st. It is strongly suggested that departments verify home addresses with their house staff prior to completion of the forms via the web-based program. All recommendations of appointment are subject to review and final approval by the Department of Graduate Medical Education and the Medical Director, Education of Stanford Hospital and Clinics.

House staff contracts are issued with a copy of House Staff Policies and Procedures attached. House Staff Policies and Procedures are part of the resident contract. All house staff is required to read the Policies and Procedures and then return the contract to the Department of Graduate Medical Education. **Contracts are issued for each academic year and are limited to 1 year in duration at a time.** All residents must complete all required on-line training modules and provide proof of completion of training. Log on to Healthstream at: <http://www.healthstream.com/hlc/stanford>.

Incoming residents must complete all required Healthstream and Epic modules by June 12th, 2009.

Continuing residents must complete all required Healthstream modules by May 15th, 2009 or **forfeit their educational benefits.**

LEVEL OF APPOINTMENT

A house officer's appointment is determined in accordance with the level recognized by the specialty board in the residency training program. If you have any questions as to your appropriate level, this should be resolved with your department prior to your acceptance of appointment

PROGRAM CLOSURE/REDUCTION IN RESIDENT NUMBERS

SHC will make reasonable efforts to complete the training of residents actively enrolled in a residency program in the event of program closure or reductions in resident numbers. In the event the residency cannot be finished, SHC will make a reasonable effort to place the affected resident in another training situation which will allow completion or continuation of the residency training. Before making any reductions in a residency program, SHC will consider the effects of such reductions on its other residency programs and its affiliated institutions. Residents will be informed as soon as possible of any

decisions regarding program closure or reduction in size. Such decisions are not reviewable under the Dispute Resolution Procedure.

POLICY ON RESIDENCIES IN CASE OF NATURAL DISASTER

If, because of a disaster, an adequate educational experience cannot be provided for each resident/fellow the sponsoring institution will:

1. Arrange temporary transfers to other programs/institutions until such time as the residency/fellowship program can provide an adequate educational experience for each of its residents/fellows.
2. Cooperate in and facilitate permanent transfers to other programs/institutions. Programs/institutions will make the keep/transfer decision expeditiously so as to maximize the likelihood that each resident will timely complete the resident year.
3. Inform each transferred resident of the minimum duration of his/her temporary transfer, and continue to keep each resident informed of the minimum duration. If and when a program decides that a temporary transfer will continue to and/or through the end of a residency year, it must so inform each such transferred resident.

The Designated Institutional Official (DIO) will call or email the ACGME Institutional Review Committee Executive Director with information and/or requests for information. Similarly the Program Directors will contact the appropriate Review Committee Executive Director with information and/or requests for information.

Residents should call or email the appropriate Review Committee Executive Director with information and/or requests for information. Within ten days after the declaration of a disaster, the DIO will contact ACGME to discuss due dates that ACGME will establish for the programs.

1. To submit program reconfigurations to ACGME and
2. To inform each program's residents of resident transfer decisions.

The due dates for submission shall be no later than 30 days after the disaster unless other due dates are approved by ACGME.

REGISTRATION

1. Please complete all registration materials and return them to the Department of Graduate Medical Education by May 1, 2009. We cannot guarantee your June/July start date if your packet is received late. Individuals may not start training without completion of all mandatory on-line modules.

2. **ALL INCOMING INTERNS STARTING “PRIOR” TO JULY 1, 2009, MUST ATTEND THE JUNE 19, 2009 ORIENTATION AT 7:45 A.M. INTERNS, RESIDENTS, FELLOWS STARTING ON OR AFTER JULY 1, 2009 ARE REQUIRED TO ATTEND THE JUNE 30, 2009 SESSION AT 7:45 A.M. IN THE DEAN’S COURTYARD, SCHOOL OF MEDICINE.**

If you arrive late, you will miss key details that are required to begin employment with Stanford Hospital and Clinics. You will be turned away if you arrive later than 8:00 A.M. You will have to reschedule your orientation, thus delaying the beginning of your training.

3. If you are leaving an outside Internship/Residency program and are unable to be at one of the orientations, please contact the Department of Graduate Medical Education at (650-723-5948) as soon as possible or email Ann Dohn (adohn1@stanford.edu).
4. **Please bring proof of eligibility of employment (e.g., passport or birth certificate/social security card plus a driver’s license with picture) to orientation along with receipt of the online I-9 registration. We will be unable to employ you without this information.**

COMPUTER TRAINING

Residents, Fellows, and Visiting Residents will be required to complete computer training (HealthStream, EPIC, LINKS) in order to participate in educational activities at Stanford Hospital and Clinics and affiliate hospitals. **Such training is mandatory and failure to complete required training may lead to a leave of absence from program without pay.**

VISITING RESIDENTS

All visiting residents must be approved by the applicable ACGME program director ***PRIOR*** to submission to the Department of Graduate Medical Education.

Visiting residents from ACGME accredited programs who comply with California requirements for medical trainees within the state will be considered for rotation to Stanford residency programs. Residents wishing to spend elective time at Stanford Hospital and Clinics or the Lucile Packard Children’s Hospital should apply directly to the department or division in which the training will take place for consideration. The department/division will obtain a letter of good standing from the program director of the visitor’s residency. The letter will also include an affirmation that the visiting resident’s salary and benefits will be covered in full during the stay at Stanford and documentation of current TB surveillance and immunity to measles, rubella, chickenpox, hepatitis B, a copy of medical school diploma and ECFMG certificate (if applicable) and completion of HIPAA training. All visiting resident rotations are subject to review and final approval by the Department of Graduate Medical Education.

A copy of the Program Director’s letter will be forwarded to the Department of Graduate Medical Education in room HC435 with an explanation from the Stanford department/division accepting the resident. **The visiting resident will report to the Department of Graduate**

Medical Education prior to the start of the rotation. They should bring a copy of their medical school diploma, photo I.D., a California physician's license (if applicable) or a license to practice medicine in another state (if available) and proof of HIPAA training. **Visiting residents must wear a photo I.D. from their home institution at all times while at Stanford.** Registration forms (House Staff Information Form and IT form) must be completed before the start of their rotation. The Department of Graduate Medical Education will arrange for issuance of the physician's number, and access to the on-call quarters, if needed.

The Department of Graduate Medical Education will also forward the registration information to Finance in order to qualify for IME payments.

Visiting residents from Santa Clara Valley Medical Center and Kaiser, Santa Clara do not need a letter of good standing from their program director.

Effective January 1, 2008 the following fee of \$350.00 will be charged to the hosting Stanford Department to cover costs incurred by the Department of Graduate Medical Education. The fee applies **only** if the application is not complete and given to GME at least 31 days prior to the start of the rotation.

PHOTO I.D.'S

Photographic I.D. badges will be issued during the orientation process. **You are required to wear your I.D. badge at all times when on duty at Stanford University Medical Center.** Access to University facilities is authorized by obtaining a University I.D. at the Stanford Card Office @ 275 Panama Street, Forsythe Hall, Room 190, Monday thru Friday, 8AM to 5PM. Call 498-2273. **Under no circumstances may your I.D. badge be loaned to anyone.** Your I.D. badge also functions as your identification badge. **Upon completion of training through the GME Office you will need to turn in your badge.**

LICENSURE

CALIFORNIA MEDICAL LICENSE: California law provides that medical school graduates in the first postdoctoral year may practice for that year without a California license, but must register with the Medical Board of California, which is accomplished at orientation.

The law further provides that a resident in the second or subsequent postdoctoral year may be appointed and may practice in an approved hospital, **provided** that such a resident shall qualify for and take the next succeeding examination for physician's and surgeon's certificate, or qualify for such a certificate by one of the other methods specified in the California Business and Professional Code (USMLE or reciprocity with another state). Graduates of international medical schools must complete 2 years of U.S. residency prior to receiving a California medical license.

All eligible house staff must obtain a California physician's license **within two months from the date the house officer becomes eligible for licensure.** The resident must immediately (within 2 months of eligibility for licensure) apply for a DEA number. Copies of the license and DEA

certificate must be provided to the Department of Graduate Medical Education. **Failure to promptly obtain a license and DEA certificate will result in a suspension of training until such time as they are obtained.**

If an individual in the third postdoctoral or subsequent years (following completion of “internship” and one year of residency in the USA or Canada) does not have a valid California medical license, written confirmation will be requested from the Director of Residency Training program of the resident’s department certifying that the resident will have **no patient contact until the license is received.** Continuation in the program is at the discretion of the Department Chairperson. Salary may be continued only in the amount of vacation time not used. Graduates of international medical schools must be licensed by the first day of their fourth year of training.

Those who have completed the first postdoctoral year are urged to seek full licensure as soon as possible. (See California Medical License Fees under Other Benefits). It may take 6 months or longer for the processing of an initial California physician’s license application. We urge all interns to file the application **no later than March 1st** of their internship year. Applications may be obtained via the Medical Board of California website (www.medbd.ca.gov/).

Incoming residents requiring a CA MD license to start must show proof that an application has been submitted to the Medical Board of California with their registration materials. Please allow 9 months for the (MBC) to process your application.

PRESCRIPTION AUTHORITY

House staff without California licenses are authorized **only** to prescribe medications for inpatients (chart orders). **Outpatient prescriptions and discharge prescriptions written by house staff without California licenses and DEA numbers must be countersigned by a licensed physician.** The California license and DEA number of the licensed physician must appear on all outpatient prescriptions. Residents with California licenses should apply immediately for assignment of a DEA number (www.deadiversion.usdoj.gov).

MANDATORY PROCEDURES

Certain specific requirements in the areas of medical records, employee health, and Cardiopulmonary Resuscitation must be met by all house officers. The details of these requirements are outlined below. **Failure to comply may result in the suspension of the house officer from training, pending satisfactory completion of any given requirement.**

Residents are required to promptly complete medical records (including medical records at affiliates). Failure to do so is grounds for **suspension without pay** (suspension means you cannot work as a resident until the suspension has been lifted). Any resident who feels that a proposed suspension is unfair should contact the Director, Department of Graduate Medical Education or the Medical Director, Education within 24 hours of the notice to suspend.

1. **Medical Records:**

All records are the property of SHC or LPCH. Original medical records shall not be removed from SHC or LPCH. Copies of medical records may be released pursuant to contractual arrangement with affiliated hospital, court order, subpoena or other statutory requirements. The records may be inspected for professional purposes only by members of the Medical Staff, Allied Health Care Staff, and authorized hospital employees. Information from the medical record shall not be disclosed to persons not otherwise authorized to receive this information without written permission of the patient or of the patient's legally authorized representative.

All medical record entries and documents which are to be completed by house staff must be completed within the guidelines as stated in the Hospital Rules and Regulations.

HMIS SHC – Chart Completion (650-498-6253)
HMIS SHC -Transcription Front Desk (650-723-5588)
LPCH – Chart Completion (650-497-8605)

The Guidelines for document completion are as follows:

- History & Physical within 24 hours of admission
- Operative Report must be dictated or written immediately but in no case later than 24 hours after surgery or procedure
- Discharge Summary within 7 days of patient discharge
- Signature within 14 days of patient discharge
- Verbal orders must be signed within 48 hours

All entries in the medical record are also to be **timed, dated and signed.** Please print your name and beeper number or dictation number. Errors in documentation should have a single line drawn through the error and it should be initialed and dated.

2. **Occupational Health Requirements:**

The California Hospital Licensing Regulations require that you obtain a physical examination and a PPD (unless you are a positive reactor), and complete a tuberculosis health screening questionnaire, within one week of commencement of training. PPD positive reactors are required to have a chest x-ray and provide any history of treatment of prophylaxis. Those with a history of a positive PPD and negative CXR at the commencement of training will be followed annually with a tuberculosis health screening questionnaire. A PPD and tuberculosis health screening questionnaire is required annually for all others. If you have not already been vaccinated against hepatitis B, you should begin the three dose series of injections as soon as possible. Please provide documentation of immunity to rubella, rubeola and varicella either through immunization records or reactive titer results. A mumps titer is required for those going to LPCH.

You may make arrangements for a physical examination and tuberculosis surveillance through Occupational Health Service (650-723-5922).

If you had a complete physical examination, after April 1, 2009, written documentation will be accepted although the Stanford form will be requested. Occupational Health will do the tuberculosis surveillance.

All work-related injuries, including needle sticks, are to be reported to Occupational Health as soon as possible after injury occurs. If Occupational Health is closed, notify the 1 STIX pager (17840) for any blood or body fluid exposures. Residents with injuries requiring immediate first aid and/or medical care must proceed directly to the Emergency Department.

3. Training or Demonstrated Proficiency in Cardiopulmonary Resuscitation:

All house officers are required to complete (or substantiate the completion of) a course, or demonstrate proficiency in Cardiopulmonary Resuscitation within three months of the commencement of training and at least once every two years thereafter. You can make arrangements with the Life Support Training Center before or shortly after you commence training to ensure that this requirement is completed. The Life Support Training Center Office (650-723-3450) is located at 14541 California Avenue, Palo Alto, CA 94304.

INFECTION PREVENTION

1. Perform hand hygiene (waterless alcohol gel or soap and water wash) before and after every patient contact.
2. Do not wear artificial fingernails.
3. Wear personal protective equipment for contact with blood/body fluids:
 - GLOVES: non-intact skin, mucous membranes
 - GLOVES & GOWN: large draining wounds;
 - GLOVES, GOWNS, EYEWEAR: intubation, irrigating large wounds.
4. Go to Occupational Health Services (OHS) during the day 7:30 to 3:30, Room H0121, located on the ground floor of the hospital, Monday through Friday, if a blood exposure occurs. On holidays, weekends and off-hours notify OHS via the 1 STIX Pager (17849) to speak with the on-call Occupational Health BBP specialist. Available 24 hours a day 7 days a week.
5. Have immunity to hepatitis B, measles, rubella; know your varicella antibody status; have annual tuberculosis screening.
6. Refrain from patient contact if you have flu symptoms or skin lesion drainage. Report to Occupational Health.
7. Report "Reportable Diseases" and conditions to the County Health Department (408) 885-4214 or to Infection Control (650-725—1106).
8. Before discharging or transferring a patient with verified or suspected active TB, obtain approval from the county TB Controller. Call Infection Control (5-1106)
9. Get fit-tested for N-95 respirator and wear N-95 respirator for all patients with verified or suspect pulmonary TB and SARS.
10. Use single dose/use vial for one use and discard immediately after use; multi-dose vial used in a patient room will be used for the patient only and then discarded,

For SHC, call Infection Control and Epidemiology at (650-725-1106) or pager 16167.

NON-SMOKING POLICY

Smoking is not permitted anywhere within Stanford University Medical Center, including private offices and internal patios. This policy applies to all hospital-controlled premises and leased hospital offices, including those within the City of Palo Alto. Violations of the policy by house staff are referred to the Department of Graduate Medical Education to handle in accordance with normal policies. One exception: Stanford Hospital and Clinics does provide access to a smoking area (the outside patio for G2 & H2) for the inpatient psychiatric patient population due to clinical reasons. The area is not open to or accessible by the general public.

AWAY ELECTIVES

All elective rotations outside of SHC, LPCH, the Palo Alto VA Healthcare System, Kaiser, Santa Clara, and Santa Clara Valley Medical Center **must be approved by the GME Director and Medical Director, Education of Stanford Hospital and Clinics at least 30 days prior to the start of the rotation.** If you **fail** to obtain approval you will not be paid for any time worked on such elective rotation. The appropriate form for away rotations is available in each program office or on our website (www.med.stanford.edu/gme/). You **must** attach competency based goals and objectives for the away rotation, as well as a completed and signed program letter of agreement with the elective site. Please send all requests to the GME department in HC435. Residents wishing to rotate outside of the state must obtain malpractice coverage from the institution sponsoring the elective.

HARASSMENT

Any resident subject to unwelcome or threatening verbal or physical conduct, telephone calls, mail or attention from patients, co-workers, or others should notify Ann Dohn, Director, Department of Graduate Medical Education at 723-5948, or Office of the Ombudsperson, Stanford University School of Medicine at 650-498-5744 for immediate assistance. Stanford is committed to providing a respectful workplace safe from unlawful discrimination and harassment of any kind. A copy of SHC's harassment policy is attached hereto as Appendix A. Violations of the harassment policy will lead to appropriate disciplinary action up to and including termination. No reprisals against house staff reporting suspected harassment or discrimination in good faith will be tolerated. If you believe you are being retaliated against for making a complaint, please contact Ann Dohn, Director, Department of Graduate Medical Education at 723-5948 or Office of the Ombudsperson, Stanford University School of Medicine at 650/498-5744 immediately.

IMPAIRED PHYSICIANS

It is imperative that house staff in a position of responsibility, whether this is for patient care or other areas, should not have their performance impaired by drugs, alcohol or other circumstances. For those who recognize that they have such a problem or feel they may be developing a problem or need advice concerning substance abuse, there is a Physician Support Panel which functions on a confidential basis.

Members are knowledgeable about the subject and act as physician advocates, offering advice on sources of treatment and other aspects. The 2009-2010 Chairman is Dr. William Berquist. Stanford Hospital and Clinics views this issue with the utmost seriousness, and it is the policy of the institution to ensure that a chemically impaired physician be enrolled in an effective program of therapy. Every reasonable encouragement and support is given for this purpose.

For access to treatment, house staff has the following options:

- Dr. Berquist, Chairman of the Physicians Support Panel at Stanford University Medical Center, 723-5070
- The House Staff Well Being Committee (contact Dr. Janet Spraggins, 650-568-2724)
- United Behavioral Health (1-1-866-374-6060) does not include Kaiser participants
- Ann Dohn, Director, Department of Graduate Medical Education (650-723-5948)

SUPERVISION

Each residency training program is required to maintain a level of faculty supervision of residents which complies with ACGME requirements. Resident supervision should reflect graduated levels of responsibility based on individual skill and level of training.

Each department shall develop a policy regarding residents who request to participate in patient care provided by non-faculty and non-visiting clinical faculty physicians. This policy will include a provision to assess the educational benefits of the participation.

**RESIDENT PHYSICIAN RESPONSIBILITIES, REPORTING
SCHEDULING, PROFESSIONAL FEES, AND REAPPOINTMENT
PROCEDURES**

STAFF REPORTING PROCEDURES: The faculty of the Stanford University School of Medicine is responsible for the specific content and conduct of the house staff education and training program. You will report through your Chief Resident to the Director of the Residency Training Program for your program in all matters involving education, training, professional care and patient management.

The faculty is responsible for resident supervision. Medical staff concerns over resident competency in performing procedures or writing orders should be addressed with the attending faculty member of the service involved.

Stanford Hospital and Clinics, through the Medical Director, Education and its Department of Graduate Medical Education, is responsible for the administrative aspects of the educational programs. These include: pay, personnel benefits, legal matters, privileges, procedures concerned with admission and discharge of patients, medical records, consents for treatment, use of pharmacy, laboratories, x-ray and similar matters.

The house staff training programs are accredited by the Accreditation Council for Graduate Medical Education (ACGME).

RESIDENT PHYSICIAN RESPONSIBILITIES: The Hospital supports the delineation of resident responsibilities as outlined in the Essentials of Accredited Residencies in Graduate Medical Education, which appears below:

RESIDENT PHYSICIANS ARE EXPECTED TO:

1. DEVELOP A PERSONAL PROGRAM OF SELF STUDY AND PROFESSIONAL GROWTH WITH GUIDANCE FROM THE FACULTY.
2. PARTICIPATE IN SAFE, EFFECTIVE AND COMPASSIONATE PATIENT CARE UNDER SUPERVISION, COMMENSURATE WITH THEIR LEVEL OF ADVANCEMENT AND RESPONSIBILITY.
3. PARTICIPATE FULLY IN THE EDUCATIONAL AND SCHOLARLY ACTIVITIES OF THEIR PROGRAM AND, ASSUME RESPONSIBILITY FOR TEACHING AND SUPERVISING OTHER RESIDENTS AND STUDENTS.
4. PARTICIPATE IN INSTITUTIONAL PROGRAMS AND ACTIVITIES INVOLVING THE MEDICAL STAFF AND ADHERE TO ESTABLISHED PRACTICES, PROCEDURES, AND POLICIES OF THE INSTITUTIONS.
5. PARTICIPATE IN INSTITUTIONAL COMMITTEES AND COUNCILS, ESPECIALLY THOSE THAT RELATE TO PATIENT CARE ACTIVITIES.
6. DEVELOP AN UNDERSTANDING OF ETHICAL, SOCIOECONOMIC, AND MEDICAL/LLEGAL ISSUES THAT AFFECT GRADUATE MEDICAL EDUCATION AND OF HOW TO APPLY COST CONTAINMENT MEASURES IN THE PROVISION OF PATIENT CARE.
7. COOPERATE WITH ANY REPORTING REQUIREMENTS IN CONNECTION WITH THE NATIONAL PRACTITIONER DATA BANK AND APPLICABLE STATE AND FEDERAL REQUESTS FOR INFORMATION PERTAINING TO STANFORD HOSPITAL AND CLINICS AND ITS AFFILIATES.
8. COMPLY WITH THE ETHICAL STANDARDS OF THE AMERICAN MEDICAL ASSOCIATION.
9. PARTICIPATE IN RISK MANAGEMENT, COMPLIANCE AND QUALITY ASSURANCE/IMPROVEMENT ACTIVITIES.
10. PARTICIPATE IN EVALUATION OF THE QUALITY OF EDUCATION PROVIDED BY THE PROGRAM.

Residents should be aware that federal and state agencies, either directly or through affiliates of SHC, may require information concerning residents (such as social security numbers, dates of hire, training participation dates, and other such data) be provided to the requesting agency or other government unit. SHC will comply with such requests and may also provide this information to an affiliate who requires such information. Residents are expected to comply with such reporting requests if they are directed to the resident.

There may be additional responsibilities and expectations of Resident Physicians specific to the service to which they are assigned.

The Compliance Program and Code of Conduct

The Compliance Program is established to guide the Board of Directors and Senior Management for SHC and LPCH in effective implementation of policies and procedures, oversight and monitoring processes, and provide effective communication mechanisms to ensure an ethical culture which incorporates the principles of Trust, Responsibility, Ethics and Excellence (TREE) in the way we conduct our business. As such, the “Tree” serves as the Compliance Program’s logo and symbolizes our values and principles. The Compliance Program and related activities are designed and communicated in a manner consistent with and to support the mission and values principles of SHC and LPCH.

The Compliance Program has an overarching umbrella program which is founded upon the principles delineated in the Code of Conduct. Stemming from the umbrella compliance program are the following sub-programs:

- Privacy Assurance Program
- Hospital and Professional Services Billing Integrity Program
- Emergency Medical Treatment Active Labor Act (EMTALA) Compliance Program
- Hotline Reporting Program

The Chief Compliance and Privacy Officer reports directly to the Audit and Compliance Committee of the Board of Directors and to the CEO’s of both SHC and LPCH. The following three key fundamentals have been drafted to support the organizational goals of SHC and LPCH.

Purpose

“Cultivate Compliance Across SHC and LPCH”

Mission

Our efforts will support the values and standards of performance of the organization.

Vision Statement

SHC/LPCH Compliance Department is committed to cultivating trust, responsibility, ethics, and excellence to support our organization and the communities we serve.

It is the mission of the Compliance Department to “cultivate compliance” across both organizations and the School of Medicine and it is the responsibility of all SHC and LPCH employees, including House Staff, to complete the on-line training, read the Code of Conduct and actively participate in our Compliance Program. Additionally, workforce members (including Residents) must immediately notify the Privacy and compliance Office of any suspected violation of hospital policy or state or federal law by calling 650-724-2572 or emailing ComplianceOfficer@stanfordmed.org or PrivacyOfficer@stanfordmed.org. Concerns may be reported anonymously by calling the Privacy and Compliance Hotline at 1-800-216-1784. SHC/LPCH will not retaliate against any individual who reports potential violations of laws or hospital policy in good faith.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Congress passed the Health Insurance Portability and Accountability Act (HIPAA) in 1996 and subsequently enacted the Administrative Simplification provisions of HIPAA to regulate and standardize electronic transactions and billing codes and establish standards for privacy and security of individually identifiable health information. SHC, LPCH, and the health care components of Stanford University and Health Plans for the Hospitals and University implemented the privacy standards when they became effective on **April 14, 2003** and implemented the security standards in **April 2005**. These regulations reinforce SHC/LPCH's commitment to maintaining the confidentiality and security of Protected Health Information ("PHI").

There are a number of information sources to assist House staff in identifying and protecting PHI. One is the online Compliance Manual which is accessible from the SHC/LPCH intranet where you can access SHC and LPCH policies and procedures.

(<http://portal.stanfordmed.org/depts/ComplianceDepartment/pages/compliancePolicyManual.aspx>)

For SHC:

All House Staff are expected to strictly comply with all policies of SHC and LPCH, including the privacy and compliance policies and procedures. In addition, House Staff are required to complete HIPAA training on-line before starting your clinical rotations at SHC and LPCH. HIPAA training is available on-line through the internet at <http://healthstream.com/hlc/stanford>.

SHC/LPCH Resources

Chief Compliance Officer – Diane Meyer – 650-724-2572 – dmeyer@stanfordmed.org

IT Security Officer – Michael Mucha – 650/736-1065 – mmucha@stanfordmed.org

SCH/LPCH Compliance Hotline – (800) 216-1784

HIPAA Information Hotline – (650) 72-HIPAA (650-724-4722)

1. **Protected Health Information (PHI)** – Individually Identifiable Health Information that is created or received by a health care provider, health plan, employer, or health care clearinghouse, relating to the mental or physical health of the individual, the provision of health care to the individuals, or payment for the provision of health care to the individual. Protected Health Information includes but is not limited to the following identifiers:

- ◆ Names
- ◆ Social Security Numbers
- ◆ All geographic subdivisions smaller than a state, including street address, city, county, precinct, zip code
- ◆ All elements of dates (except for year) that directly relate to an individual, including birth date, admission date, discharge date, date of death and all ages over 89
- ◆ Fax numbers
- ◆ Electronic mail addresses

- ◆ Medical record numbers
- ◆ Health plan beneficiary numbers
- ◆ Account numbers
- ◆ Certificate/license numbers
- ◆ Full face photographic images and any comparable images

The identifiers listed above are a partial listing only. For a complete listing of identifiers, please refer to the HIPAA Definitions policy.

2. **Privacy Standards** – Protect the privacy and confidentiality of Individually Identifiable Health Information and define the patient’s rights as they relate to their Protected Health Information, whether that information is maintained in a paper or electronic record.
3. **Security Standards**– Requirements that health plans, health care providers, and clearinghouses which process health claims must include in their operations to assure that protected health information is secure.
4. **Transactions and Code Sets**
 - Providers
If Providers choose to use electronic transactions, they must use the designated standard transaction sets, standard code sets, and unique identifiers, and must abide by the Privacy standards.
 - Health Plans
Health Plans must *have the capability* to accept and send electronic transactions via the designated standard transaction sets, using the standard code sets and unique identifiers. Information transactions between health plans must also follow the standards.
5. **Minimum Necessary Standard** – *Workforce* members of SHC and LPCH must make reasonable efforts to limit their *use of disclosure of protected health information (PHI)*. Requests for PHI from an outside party must be limited to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

PHYSICIAN ORDER ENTRY

The 4th floor House Staff on-call quarters have computers in each call room that have access to the physician order entry system at SHC. Verbal orders are accepted by nurses from the residents who are sleeping in the on-call area. The person receiving the verbal order is required to read the order back to the physician and document that verification. Verbal orders must be signed within 48 hours.

HOURS & PROFESSIONAL ACTIVITIES **OUTSIDE PROGRAM**

With respect to working hours both on-site and off-site, all house staff must comply with the rules of the Department to which they are assigned and will also comply with any applicable ACGME, State or Federal Regulations setting limitation on work hours. All house staff are required to accurately record their work hours and report their work hours on MedHub surveys and will be disciplined if they fail to do so. Residents can report non-compliance with residency work hours to the Department of Graduate Medical Education, Medical Director, for Education, Ann Dohn in Graduate Medical Education or ACGME. Contact Ann Dohn, Department of Graduate Medical Education at (650-723-5948), if you have any questions about working hours or outside commitments.

All residents must accurately report their work hours on a weekly basis using the MedHub system. Failure to do so may result in disciplinary action including termination from the residency program.

- Requirements for entering hours accurately into existing and future time recording systems weekly.
- The need for Faculty Chairs to observe hours worked by residents to check compliance.
- Details of required Whistle Blower protection arrangements; and
- The need to reference the ACGME website on Procedures Addressing Complaints against Residency Programs.

Professional activities in your off-time hours should be arranged so as not to interfere with your house officer obligations and your ability to benefit from the Graduate Medical Education Program.

MOONLIGHTING

Residents must not be required to engage in “moonlighting.” All residents engaged in external moonlighting must be licensed for unsupervised medical practice in California or the state in which the moonlighting occurs. Stanford’s malpractice insurance will not cover residents for moonlighting activities. Residents must obtain written acknowledgement that the program director is aware and approves of any moonlighting activities before any moonlighting activity is undertaken. **A copy of the written acknowledgement will be kept in the residents file. The program director has the discretion to decline to approve moonlighting activities if he/she believes that such activities will interfere with the resident’s training progress or for other legitimate reasons.**

SHC/LPCH does not allow internal moonlighting by an ACGME trainee. You may have the opportunity to receive extra compensation for “on-call coverage” i.e.: extra shifts within the scope of your training program.

PAGING SYSTEM

Upon commencement of your training you will be issued a pager by Stanford Hospital and Clinics. You will be asked to sign a “Responsibility Form” which guarantees return of the pager in the same condition

as it was when received, with due consideration for normal wear. Warranty for the pager is for one year. **If the pager is lost or stolen you are required to reimburse Stanford Hospital and Clinics for the full replacement value (at the time of replacement).** The present cost of a pager is approximately \$106 and you may wish to find out if your personal property insurance will cover this, or add a rider if it does not.

It is an expectation of all house staff that they respond promptly to pages when in hospital, on duty or on call.

RESEARCH

Interns, residents, and fellows paid by the hospital are not qualified to participate in critical research as Principal Investigators. They may participate in clinical research under the direction of a faculty member who is a qualified Principal Investigator as long as the participation is disclosed to the School of Medicine prior to commencement of the research project and the terms and conditions of the intern/resident/fellows grant, tuition reimbursement or stipend do not conflict with the research project requirements.

PERFORMANCE EVALUATION

1. Recommendation of Residency Review Committee:

As part of the educational mission of Stanford Hospital and Clinics and the School of Medicine's residency training programs each resident's professional qualifications must be periodically evaluated by his or her department. Residents should be made aware of the results of these evaluations. The following policies are intended to assist the resident and the department or division in the evaluation process.

These policies are generally applicable to all house officer-training programs. However, since house officer training programs vary from one department or division to another, some programs may wish to add additional policies of their own. Such policies must be approved by the Graduate Medical Education Review Committee and the Medical Director, Education.

2. Evaluation Procedures:

Each department shall adopt procedures which provide for regular and timely evaluation and regular verbal and written notification of the evaluation to the resident regarding performance. During the residency, evaluation results should be personally presented to the residents no less than every 6 months. A resident whose performance is less than satisfactory should be notified of the conclusion, both verbally and in writing, as soon as possible after such determination is made.

An evaluation file should be maintained for each resident. Information in this file shall be accessible to the resident. Supervisory faculty should submit written evaluations of each resident to the file after each rotation, but not less frequently than quarterly during the PGY I year or semiannually during a house officer's first year in a program above the PGY I level. The program director should review each resident's file on a routine basis. If a resident disagrees

with statements in a written evaluation in the file, the resident has a right to submit a written response which shall become a part of the file.

Residents will participate in evaluation of the faculty and the training program.

3. Consequences of Satisfactory or Unsatisfactory Evaluation:

Upon receipt of satisfactory evaluations and compliance with all other terms of the House Staff Policies and Procedures, each resident should expect to continue to the level of training agreed upon when the resident was recruited, unless given 4 months notice (if possible) from the department that advancement to the next level of training is not to take place at the anticipated time. Reasons for lack of advancement must be given to the resident both verbally and by written notification. An unsatisfactory evaluation may result in a decision adversely affecting the resident at any time and without advance notice, such as probation, non-advancement, non-renewal or immediate termination. In such instance, the resident shall be informed of the reasons for that decision both verbally and by written notification by the program director, the program director of any service to which the house staff member will rotate may be notified of the existence of any current probation or other performance-related issue of which the resident has been apprised.

Unless circumstances warrant immediate termination, residents will typically have an opportunity to remediate unsatisfactory performance. Corrective actions can include: (1) repeating one or more rotations; (2) participation in a special remedial program; (3) academic probation; (4) termination. With respect to academic probation, the program will determine the length of the probationary period, and what the resident must accomplish to be removed from the probation. In general, the probationary period will not extend past the end of the current agreement year, unless the agreement ends within three months, in which case the program has the option of extending the probationary period into the next agreement year, but the extension shall not exceed three months. Any house officer agreement that has been issued by a program for a subsequent training year will be considered invalid and withdrawn until the resident has fulfilled the probationary requirements imposed in the current training year and successfully been removed for probation. At the time the house officer completes a period of probation, the program has the option to (1) allow the resident to complete the remainder of the training year, (2) reappoint the house officer for the next year, where applicable, (3) not reappoint for the next year, (4) immediately terminate the resident's contract for the current training year.

If a resident disagrees with an evaluation or an adverse decision based on the evaluation, the resident shall have a right to meet with the cognizant program director or committee making the decision, to hear the reasons for the decision, and to respond to them verbally or in writing. If after such meeting the resident wishes to appeal the adverse decision, the resident may do so through the mechanism for resolution of disputes outlined below. Residents may not appeal a negative performance evaluation, beyond discussions with the cognizant program director or committee, unless the negative evaluation results in some adverse action such as academic probation or the imposition of a remediation program.

Pending such appeal the resident may (in the discretion of the program director in consultation with the Medical Director, Education) be permitted to continue in the residency program. If the

resident is permitted to continue in the program, the resident may be assigned to a non-patient care rotation or observation status. In serious cases and all cases where the adverse decision being appealed is a termination, a resident will be placed on unpaid leave and relieved of all duties pending the appeals process.

RESOLUTION OF DISPUTES

The procedures set forth below are designed to provide both house officers and Stanford Hospital and Clinics with an orderly means of resolving differences which may arise between them. It is the desire of Stanford Hospital and Clinics that all disputes or other matter of concern to the house staff be fully considered by medical professionals charged with the responsibility for achieving interprofessional resolution of disputes wherever possible.

II. Informal Discussions:

The interests of Stanford University Medical Center and members of its house staff are best served when problems are resolved as part of regular communications between the house officer and the appropriate Department Chair or Division Chief. House officers are also encouraged to utilize other resources available to aid them in addressing difficulties. The Department of Graduate Medical Education and the Office of the Ombudsperson, Stanford University School of Medicine, may provide useful guidance.

If informal discussion is not successful in resolving disputes the following procedures may be followed to appeal adverse decisions other than negative evaluations. The procedures described are available to all house officers.

II. House Staff Dispute Resolution Procedures:

A. Applicability

A house staff member may use these procedures when it is believed an unfair or improper adverse action has occurred, provided that the action complained of involves a claim of a violation of a Hospital or Department policy which has had a direct and adverse effect upon the house officer.

The procedures are not applicable to claims that Stanford Hospital and Clinics or School of Medicine department policy is inadvisable or unfair generally. House staff suggestions for change of such general rules or policies may be submitted to the Department of Graduate Medical Education.

Dispute Resolution Levels:

Level 1 – Discussion with Department Head or Division Chief

House officers who feel that they have been improperly subjected to an adverse action and who have been unable to resolve the problem through informal discussion shall submit the

matter in writing to the appropriate Department Head or Division Chief for consideration within fifteen (15) days² of the occurrence of the action identifying the matter as a formal dispute. The Department Head or Division Chief consulted will respond in writing to the claim by the house officer within fifteen (15) days.

Level 2 – Written Statement of Dispute

If the dispute is not resolved by these discussions, a house officer who wishes to continue the matter shall file a written statement of dispute with the Medical Director, Education.

The statement must describe the matter in dispute, previous attempts at resolution, and the action that the house officer requests be taken. The statement must specify a particular adverse action or inaction taken by the Hospital or School of Medicine and how that adverse action or inaction directly and adversely affects the individual house officer. **TO BE COGNIZABLE UNDER THESE PROCEDURES THE STATEMENT MUST BE PRESENTED TO THE MEDICAL DIRECTOR, EDUCATION WITHIN THIRTY (30) WORKING DAYS AFTER THE ACT OR FAILURE TO ACT.**

The Medical Director, Education or designee shall discuss the dispute with the house officer and the appropriate individual or individuals in the department or division in an effort to resolve the matter. If the matter is not resolved within fifteen (15) days and involves a decision to terminate or, not to advance the house officer, the Medical Director, Education will notify the house officer in writing that the matter has not been resolved and inform the house officer of his or her right to request review pursuant to Level 3 below. If the Medical Director, Education or designee determines that time beyond fifteen days may be required, the house officer shall be notified accordingly. In no event will there be an extension of time beyond thirty (30) additional days after receipt of the written statement of dispute from the house officer.

In all other disputes that remain unresolved after fifteen (15) days, including decisions to place a house officer on probation, the Medical Director, Education or designee will issue a written determination. The determination of the Medical Director, Education or designee will be final in all such disputes, except those involving termination or non-advancement which are subject to review and arbitration at Level 3 and Level 4 as described below.

Level 3 – Resolution by House Staff Review Committee

If the dispute involves termination or non-advancement, the house officer may request review by a House Staff Review (HRC). The request from the house officer for a HRC review must be made in writing to the Medical Director, Education within fifteen (15) days after issuance of the Level 2 notice from the Medical Director, Education that no **resolution** has been reached. In the alternative, by mutual agreement, the house office and Medical Director, Education can agree to skip Level 3 and proceed to Level 4 of this procedure.

² Working days are considered to be Monday through Friday exclusive. All time frames established in this section in this section on dispute resolution refer to working days only.

In each instance the HRC will be appointed by the Medical Director, Education and will consist of one member of the full-time faculty, one senior resident and one member of the Graduate Medical Education Committee who shall chair the committee. No member of the committee will have been involved in any earlier review of the dispute.

A review meeting will be set by the Chair of the HRC within forty-five (45) days of the receipt of the house officer's request for review by HRC. At least ten (10) days prior to the meeting the house officer will be provided with a list of acts and omissions supporting the department or division's decision to terminate or not advance the house officer. The house officer will have an opportunity at the review meeting to examine the evidence against him or her and to present evidence. A stenographic record of the review meeting will be made.

The affected department or division will appoint a representative from the medical staff to present its recommendation in support of its decision and to present evidence. The house officer may be represented at the review by a physician or surgeon licensed to practice medicine in the State of California, who preferably is a member in good standing of the medical staff at Stanford University Medical Center. Attorneys may not participate in the review meeting. At the discretion of the HRC chair, the meeting may be opened or closed to witnesses, and may run over the course of more than one session or day.

At the review meeting it will be incumbent on the department or division to initially come forward with evidence to support its decision concerning the house officer. Thereafter the burden will shift to the house officer to come forward with evidence to establish the decision was improper. The HRC will evaluate the evidence presented. The decision of the department or division will be upheld unless the HRC finds upon review of the evidence presented that by clear and convincing proof the action of the department or division was arbitrary or capricious.

The HRC shall reach a decision based upon the record produced at the review meeting within thirty (30) days of the final committee session. The written decision will be forwarded to the Medical Director, Education, the affected house office, and the appropriate Department Head or Division Chief. Such decision will be final unless timely appealed to arbitration at Level 4 as described below.

Level 4 – Final Binding Arbitration

Either the house officer or the department or division may appeal the HRC's decision to final and binding arbitration as described in the Arbitration Provision attached hereto as Appendix B. The decision of the arbitrator will be final.

B. Time Frames:

Level 1: Department or Division. House office submits matter in writing for consideration by the cognizant department chair or division chief within fifteen (15) days of adverse action. Chairman or Chief will respond within fifteen (15) days after receipt of the matter. If not resolved:

Level 2: Written statement must be submitted to Medical Director, Education within thirty (30) days of the adverse action resulting in attempt at resolution within fifteen (15) days. In all disputes involving matters other than decision to termination, not advance or place the house officer on probation, the Medical Director, Education or designee will issue a written determination which will be a final determination. In cases involving a decision to terminate or to not-advance a house officer, if the Medical Director, Education or designee determines that more than fifteen (15) days are required to consider the dispute, they may continue the Level process for a period of time as necessary, but in no event to exceed more than thirty (30) additional days after receipt of the written statement of dispute.

Note: Only disputes involving termination or non-advancement may be reviewed at Level 3.

Level 3: Request for review in writing by House Staff Review Committee (HRC) must be submitted in writing to Medical Director, Education within fifteen (15) days after issuance of the Medical Director, Education decision at Level 2 meeting scheduled within 45 days; final decision with 30 days of final HRC session.

Level 4: HRC decision in cases of termination or failure to advance may be appealed to final and binding arbitration in writing within 7 days after issuance of decision at Level 3.

REAPPOINTMENT PROCEDURE

Until completion of the term of residency required by the appropriate specialty board, a house officer who is performing satisfactorily will be offered reappointment to succeeding residency levels, subject to continuing satisfactory performance and conduct, and continuing satisfaction of other terms and conditions of house officer appointments, unless notified in writing AT LEAST (4) MONTHS, IF POSSIBLE, prior to the termination of an existing appointment. A resident who is not performing satisfactorily is subject to probation, non-advancement or immediate termination at any time during residency, including during the period after any notice of reappointment.

FEES FOR PROFESSIONAL SERVICES

Patients may not be billed by a house officer for professional services rendered in the course of a house officer's training program.

BENEFITS
DISABILITY POLICY
HEALTH, DENTAL, LEGAL, DISABILITY AND LIFE INSURANCE

Graduate Medical Education values, and has an institutional commitment to provide, equal employment opportunities for qualified employees with disabilities in accordance with state and federal laws and regulations, including the California Fair Employment and Housing Act (CFEHA), the Americans with Disabilities Act. Of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973 (Section 504).

Disability is defined as any physical or mental impairment that limits one or more of an individual's major life activities (e.g., caring for oneself, walking, seeing, hearing, speaking, breathing, learning, sitting, standing). To ensure equality of access for employees with disabilities, reasonable accommodations and auxiliary aids shall be provided to enable the employee to perform the essential functions of his/her job and to participate in all University programs and activities.

This section contains benefit highlights only and is subject to change. The specific terms of coverage, exclusions and limitations are contained in the plan documents. If there is any conflict between this summary and the plan documents, the plan documents will govern. SHC/LPCH reserves the right to review, change or end any benefit for any reason. A Summary Plan Description (SPD) will be distributed to you separately. For benefit questions, please contact the Benefits Office for additional information.

Telephone Number: 650-723-5734

Fax Number: 650-618-2551

E-mail Address: benefits@stanfordmed.org

INITIAL ENROLLMENT:

When you enroll, you can also choose coverage for your spouse or eligible domestic partner and/or your dependent children. You must enroll within 31 days of your first date of employment; otherwise, the next opportunity to enroll will be during open enrollment period or when you have a qualified life event, which enables you to adjust your health insurance plans and reimbursement account elections. Please refer to your SPD for more information.

EFFECTIVE DATE:

Your medical benefits go into effect on your date of hire. All other benefits under the SHC Group Plan such as dental, legal, disability and life insurance go into effect the first day of the month following your hire date.

OPEN ENROLLMENT PERIOD:

There is an open enrollment period once each year typically in the fall. During that time, you may add, drop, or change your health insurance plans, enroll in the legal plan (new benefit in January, 2008) and/or add any eligible dependents at that time. Your new coverage becomes effective January 1 of the following year.

You will receive communication about the benefits open enrollment. The Benefits Office can supply you with materials on each of the health plan options and answer any questions concerning your coverage.

HEALTH CARE:

You have a choice of medical and dental plans for which SHC/LPCH pays most of the cost (and in some cases, SHC/LPCH pays all of the coverage); you pay your part through convenient pre-tax payroll deductions. With a choice of programs, you can be sure to find one that is best for you and your family. Medical coverage also includes prescription, vision and mental health benefits.

	Anthem Blue Cross CaliforniaCare HMO	Kaiser Permanente HMO	Anthem Blue Cross Prudent Buyer PPO	
			In-Network	Out-of-Network
Choice of Physicians	You must use Blue Cross CaliforniaCare HMO network providers and select a Primary Care Physician (PCP) for you and your enrolled dependents.	You must use Kaiser facilities. All care and covered services must be approved by a Kaiser physician.	You must use Blue Cross Prudent Buyer PPO network providers for in-network benefits.	You may use any licensed provider.
Annual Deductible	None	None	\$200/person \$400/family	\$500/person \$1,000/family
Annual out-of-pocket maximum (A)	\$1,500/person \$2,000/two-person \$3,000/family	\$1,500/person \$3,000/family Infertility services will no longer apply to your out-of-pocket	\$1,000/person \$2,500/family Deductibles, co-payments and amounts charged by out-of-network	\$2,500/person \$7,500/family Deductibles, co-payments and amounts charges by out-of network

		maximum.	providers above UCR © do not apply to this maximum.	providers above UCR © do not apply to this maximum.
Hospital	\$250 co-payment per admission, then 100% paid	\$250 co-payment per admission, then 100% paid	80% of charges, after deductible (D) pre-certification required or \$300/admission penalty applies (waived if emergency admission)	60% of UCR charges, after deductible, pre-certification required or \$300/admission penalty applies (waived if emergency admission)
Physician visit	\$15/visit	\$15/visit	\$20/visit	After deductible, 60% of UCR charges
Emergency	\$35/visit (waived if admitted) (Must meet Anthem Blue Cross CaliforniaCare HMO definition of emergency; if not, no coverage.)	\$35/visit (waived if admitted)	\$50 co-payment (waived if admitted) If not a true emergency, plan pay 80% of charges, after deductible.	\$50 co-payment (waived if admitted) If not a true emergency, plan pays 80% of charges, after deductible.
Mental Health	Provided through United Behavioral Health (UBH)	Provided through Kaiser Permanente	Provided through United Behavioral Health (UBH)	Provided through United Behavioral Health (UBH)
Prescription drugs	Provided through Express Scripts <i>Retail in-network</i> (30-day supply) Generic	Provided through Express Scripts <i>Retail</i> (100-day supply) Generic	Provided through Express Scripts <i>Retail</i> (30-day supply) Generic	Provided through Express Scripts <i>Retail</i> (30-day supply) Generic

	\$5/prescription Formulary	\$5/prescription Formulary	\$5/prescription Formulary	60% Formulary
	\$10/prescription Non-formulary \$30/prescription	\$10/prescription prescribed by a plan physician	\$10/prescription Non-formulary \$30/prescription	60% Non-formulary 60%
	<i>Mail-Order</i> (90-day supply): Generic \$10/prescription Formulary	<i>Mail-Order</i> (90-day supply): Generic \$5/prescription Formulary	<i>Mail-Order</i> (90-day supply): Generic \$10/prescription Formulary	<i>Mail-Order</i> (90-day supply): Covered in-network only
	\$20/prescription Non-formulary \$60/prescription	\$10/prescription prescribed by a plan physician	\$20/prescription Non-formulary \$60/prescription	
Vision Coverage	When you enroll in a medical plan, you automatically receive vision coverage through Vision Service Plan (VSP). When you use a VSP provider, you receive an eye exam, and eyewear (glasses or contact lenses) with low co-payments.			

Footnotes

A: The out-of-pocket maximum is the most you will pay for covered health care services or supplies during the calendar year. After you reach the maximum, the plan will generally pay 100% of covered expenses for the balance of the calendar year.

B: Waived if admitted to Stanford or Lucile Packard Children’s Hospital. Does not apply to the annual co-payment maximum. The reimbursement of this co-payment will be administered by SHC/LPCH.

C: Usual, customary and reasonable (UCR) charges are the fees normally charged for medical services or supplies in a particular geographic location.

D: Anthem Blue Cross PPO hospital coinsurance is \$0 if admitted to Stanford or Lucile Packard Children’s Hospital. The reimbursement of this co-payment will be administered by SHC/LPCH.

Dental Coverage

Delta Dental PPO	DeltaCare USA
In-network or Out-of-Network dentists	In-network dentists only
<p><i>Preventive Care</i> paid at 100% of the negotiated fee</p> <p><i>Basic Services</i> (e.g., fillings) paid at 80% of the negotiated fee</p> <p><i>Major Services</i> (e.g., crowns) paid at 50% of the negotiated fee</p> <p><i>Orthodontia</i> benefits for children only</p> <p>As of January 1, 2008, this Plan will pay for an additional service to help improve the oral health of a pregnant enrollee. While a pregnant enrollee is covered under the Delta Dental PPO plan, this additional service could be one of the following:</p> <ul style="list-style-type: none"> • One additional oral exam or • One additional routine cleaning or • One additional periodontal scaling or • One additional root planning per quadrant. <p>Written confirmation of the pregnancy must be provided by you or your dentist when the claim is submitted to Delta Dental.</p> <p>As of January 1, 2009, the sealant benefit has been enhanced to allow coverage for the first molars through age 9; second molars through age 15 – replacement every 3 years.</p>	<p><i>Preventive Care</i> paid at 100% of the negotiated fee</p> <p><i>Basic Services</i> (e.g. fillings) no cost for most services</p> <p><i>Major Services</i> (e.g. crowns) co-payments vary</p> <p><i>Orthodontia</i> benefits for children and adults</p>

FLEXIBLE SPENDING ACCOUNTS (FSA)

Flexible Spending Accounts allow you to pay for eligible health care and/or dependent care expenses with money you earmark for that use. You can set aside up to \$3,000 for health care and up to \$5,000 for dependent care. The money is deducted automatically from your paychecks pre-tax. During the year, you can draw on your reimbursement account(s) to pay yourself back for eligible expenses.

In addition, you will have the ability to pay eligible health care expenses with a debit card that is linked to your reimbursement account balance. You can use your debit card for many purchases without the initial requirement to pay out of pocket and then be reimbursed at a later date. However, using the card does not eliminate the requirement to submit receipts and documentation.

LEGAL PLAN

Effective January 1, 2008, you can now participate in the Group Legal Plan through Signature LegalCare. To add this benefit, you must enroll within 31 days as a new hire or your next opportunity to enroll will be during Open Enrollment. You can only add, drop, or change your LegalCare Plan coverage during the annual Open Enrollment period.

SHC/LPCH offers the Signature LegalCare Plan to help you pay for:

- Preventive legal service – general legal advice, negotiations, document review, preparation and creation of a will or trust
- Domestic legal services – divorces, separations, adoptions, child support, child visitation, guardianship of a minor and name changes
- Consumer legal services – legal representation for the enforcement of warranties or promises in connection with the purchase of goods and services (excluding actions in Small Claims Court) and disputes over real estate construction matters for a new home or remodeling of an existing home
- Defensive legal services – misdemeanor defense, driver's license suspension and felony charge advice

LIFE AND ACCIDENT INSURANCE:

We know financial security is important to you and your family. That is why we offer all employees hospital-paid basic life insurance up to \$50,000, as well as the optional, employee-paid personal and dependent life and accident insurance.

DISABILITY INSURANCE:

1. State Disability Insurance (SDI). SDI will provide up to 52 weeks of coverage after you have been in pay status for seven (7) months. The maximum coverage is \$917/week (in 2008) and \$917/week (in 2008) per week and there is a 7-day waiting period for all claims. Beginning July 1, 2004, State Disability Insurance also provides benefits for "Paid Family Leave" to eligible employees.

2. Long Term Disability Insurance. You receive hospital –paid LTD coverage that pays a benefit of 60% of your base pay. You can buy additional coverage, up to \$3,500 for a total benefit of 66% of your base pay, up to \$8,000 per month.

Stanford Hospital and Clinics Plan pays the premium for a long-term disability (LYD) plan designed to provide you with income protection during your tenure at Stanford Hospital and Clinics and to ensure that you have the ability to purchase specialty-specific LTD coverage when you leave Stanford Hospital and Clinics.

Group coverage while at Stanford Hospital and Clinics pays 60% of your salary to maximum of \$3,000 after a period of disability of 90 days. You will be enrolled in the plan automatically at time of hire. On leaving Stanford Hospital and Clinics, you may continue the group coverage by purchasing it at group rates, and you may also purchase an individual, specialty-specific policy.

Monthly Benefits:	60% of salary to a maximum benefit of \$3,000/mo.
Integration:	Policy coverage integrates with CA State Disability, Social Security and Workers Compensation.
Elimination:	90 days
Length of Coverage:	To age 65 whether disabled by sickness or accident. Includes a 2 year protection of medical student provision.
Pre-existing Conditions:	Full coverage after 30 days as House Staff.
Conversion Option:	Guaranteed conversion to an individual disability policy for up to \$3,000 per month upon completion of residency from Stanford.
Company:	The Guardian (A++rated by A.M. Best)

TAX DEFERRED ANNUITIES:

Stanford Hospital and Clinics provides an opportunity by which you can begin saving a portion of your own earnings through the Tax Deferred Annuity account. When participating in this program you can contribute as much as 75% of your salary up to a **\$16,500 for 2009** annual limit through payroll deduction. There are two companies to choose from and the Benefits Office can provide you with a summary of the program, including investment choices. You may enroll online by going to www.econnect.stanfordmed.org.

BENEFIT FORMS:

Claim forms and other benefit forms are available on-line at: www.econnect.stanfordmed.org.

CONTINUATION OF GROUP COVERAGE:

Our benefit program complies with the federal COBRA law, which requires that companies continue health coverage under certain circumstances. If your health coverage under our benefit plan ends, you may be able to continue health coverage for a certain period of time. See Appendix C for more information about the **Group Health Coverage Continuation Rights Under COBRA**.

REIMBURSEMENTS:

ACADEMIC YEAR PAYMENT: All residents will receive a one-time \$1,000 payment added to a paycheck in July. The funds are designed to cover cell phone charges, mileage, and meals while on duty. The benefit will be subject to the appropriate taxes.

CALIFORNIA MEDICAL LICENSE FEES: Stanford interns are eligible for reimbursement of the initial license application fee of \$493, if the application is submitted to the GME office for review by March 1st of the internship year. License applications can be notarized in the Department of Graduate Medical Education by setting up an appointment. License application forms can be found on the Medical Board of California's website (www.medbd.ca.gov).

Stanford residents in their PGY II year are eligible for a partial reimbursement of their CA medical license application fee in the amount of \$805, if the medical license is issued before September 1st. Residents that completed their internship at Stanford and were reimbursed the initial licensing fee of \$493 will receive an additional reimbursement of \$312, provided they meet the September 1st deadline.

Stanford residents and fellows that will be starting at Stanford as a PGY III or higher are eligible for a partial reimbursement of their CA medical license application fee in the amount of \$805, if the medical license was issued after a formal offer letter from Stanford was sent to the individual and before the individual's start date at Stanford Hospital.

When you receive your license, please bring it by the Department of Graduate Medical Education for verification and arrangements will be made for reimbursement. A Xerox copy of your license will be maintained in the Department of Graduate Medical Education.

CALIFORNIA MEDICAL LICENSE RENEWAL FEES: Effective 9/1/2007 the Department of Graduate Medical Education will reimburse residents \$805 towards the renewal fee for their California medical license. To qualify for renewal reimbursement, the residents' license must expire during the contract year as a SHC resident/fellow. Residents/Fellows will not be reimbursed if the California medical license has been allowed to lapse or become delinquent. To qualify for reimbursement you must bring a copy of the renewed California medical license to the GME Office. **It is your responsibility to renew your license in a timely manner.**

DEA CERTIFICATES: Effective 9/1/2007 individuals at SHC are eligible to receive \$551 for the cost of obtaining a DEA certificate. The certificate must be obtained while employed as a SHC

resident/fellow. To qualify for DEA renewal reimbursement your certificate must expire during your contract year.

EDUCATIONAL AND OTHER BUSINESS RELATED EXPENSE REIMBURSEMENTS: Full-time, active residents will receive an educational benefit of \$2,000 on a January 2010 paycheck, IF ALL HEALTHSTREAM MODULES ARE COMPLETED BY **MAY 15, 2009**. Receipts are no longer required. Funds should be used for educational materials at the discretion of each resident. **Note:** These funds will be subject to all appropriate taxes.

USMLE Part III: Effective 9/1/2008 individuals at Stanford Hospital and Clinics in the PGY I category are eligible to receive \$670 towards the cost of one sitting of the USMLE Part III examination. Individuals should provide a receipt from their money order or cashier's check to the Department of Graduate Medical Education for reimbursement.

HOUSING ALLOWANCE: Each resident commencing training in a Stanford house staff program for the **first time** will be eligible for up to \$3,000 in housing allowance. **Individuals transferring from the University to Stanford Hospital and Clinics while remaining within residency/fellowship programs are not eligible for the reimbursement. Individuals failing to complete at least six (6) months of internship/residency will be expected to re-pay the \$3,000 in full. The housing allowance will be added to a paycheck in August. You do not need to apply or save receipts for this benefit.**

Note: The \$3,000 will be subject to all appropriate taxes. All reimbursements appear on your paycheck.

PREGNANCY LEAVE: Up to 6 weeks paid leave per annum less any applicable state disability benefits. In addition, the individual has the option of taking available paid personal time off for an additional three (3) weeks at the end of the paid period. Additional disability leave must be authorized by your physician and will be provided in accordance with California law. Any other arrangement should be negotiated with your department/division and cleared with the Department of Graduate Medical Education. Any pregnant house staff member should notify her Program Director as soon as possible after discovery of pregnancy so that scheduling changes can be made to accommodate any leave. In accordance with California law, a female employee must be granted an "unpaid" Pregnancy Disability Leave for a period of time up to four months during which the employee is incapable of performing her job duties because of medical disability resulting from normal pregnancy, delivery, or post-childbirth recovery, as verified by a physician. California Pregnancy Disability Leave runs concurrently with the paid leave periods noted above (see Appendix D for a more detailed description of FMLA and CFRA entitlements). The sick leave policy will apply during the extended period of disability. **Failure to file for disability will not result in Stanford paying the disability benefit due from the state. The Graduate Medical Education Office must be notified with 24 hours of any leave.**

For CA State Disability Forms - <http://www.edd.ca.gov/fault>

PATERNITY LEAVE: One week with pay (Five days). Additional time off will be in accordance with FMLA & CFRA (see Appendix D for more information regarding these policies).

FAMILY AND MEDICAL LEAVE ACT OF 1993: The FMLA and CFRA (California Family Rights Act) entitlements shall run concurrently with medical leaves with the exception that CFRA and Pregnancy Disability Leave do not run concurrently. The criteria for eligibility are one year of service, or 1250 hours during the 12 months preceding the leave and that the leave entitlement has not been used within the last year.

FMLA will not be provided beyond the end date of a fixed-term appointment.

See appendix D for a more detailed description of FMLA and CFRA leave.

Reasons for Taking Leave: Unpaid FMLA/CFRA leave will be granted for **any** of the following reasons:

- The birth of your child, or placement of a child with you through adoption or foster care;
- To care for your spouse, domestic partner, child, or parent, who has a serious health condition or;
- For a serious health condition that makes you unable to perform your job.

Certain kinds of **paid** leave benefits may be used to provide salary replacement during unpaid leave.

Advance Notice and Medical Certification: You may be required to provide advance leave notice and/or medical certification. Taking of leave may be denied until requirements are met.

- Ordinarily you must provide 30 days advance notice when the leave is “foreseeable.”
- Stanford University Medical Center requires medical certification to support a request for leave because of a serious health condition, and may require second opinions (at Stanford University Medical Center’s expense) and a fitness-for-duty report prior to your return for work.

Job Benefits and Protection:

- For the duration of leave, Stanford Hospital and Clinics will maintain your health coverage under its group health plan for a period not to exceed six months, provided you continue to pay any premiums you were paying prior to the leave.
- Upon return from authorized leave, consistent with applicable law, you will be restored to your original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

PERSONAL TIME-OFF: House staff is permitted to take up to three weeks of personal time off with pay during each one-year period. Personal time off must be scheduled in advance with the approval of the Director of the Residency Training Program in each department or division. Stanford University Medical Center believes that personal time away from the residency program is important to the welfare of house staff, so unused personal time off does not accumulate from year to year and there is no provision to pay in lieu of time off.

A leave of absence for professional reasons will be considered on a case by case basis. Written consent must be obtained from the Program Director and Medical Director, Education. Continuation

of salary is at the discretion of the Medical Director, Education. Benefits, however, will not continue for more than six months.

SICK LEAVE: House officers will not accumulate sick leave credit, and no additional compensation will be paid for unused sick leave. They will be granted 20 days of sick leave (4 weeks) per annum, if needed. Salary will continue, offset by state disability or worker's compensation benefits.

If a house staff member becomes ill (or is injured) and is unable to continue in the training program, he or she will be eligible for continuance of all salary, to be offset by any Stanford Hospital and Clinics or State Disability Insurance or any Worker's Compensation payments for which the house staff member may be eligible. This eligibility will continue for the duration of the appointment year, but not beyond that without the expressed written approvals of the Chairman of their Clinical Program, and the Medical Director, Education. Stanford Hospital and Clinics maintains the prerogative in either work-related or non-work-related situations to have a complete physical examination done in order to assess the duration of the stated disability.

In order to qualify for disability benefits under these policies, house officers are responsible for notifying the Department of Graduate Medical Education of any illness lasting more than seven (7) days³ resulting in hospitalization. Disability forms can be found online at <http://www.edd.ca.gov/default.htm>

NOTE: Residents are advised that absences of longer than 4 weeks per year may require additional training in order to comply with board regulations. Please contact your program director for more information. In cases where a leave of absence has been approved by the Department Chair and the Medical Director, Education, residents will be paid in full during the additional weeks of residency required to be board eligible.

MEDICAL MALPRACTICE INSURANCE (TAIL COVERAGE): Professional liability and general liability insurance coverage or self-insurance will be provided for you without charge for patient care related activities that are part of your official duties at Stanford Hospital and Clinics and at any other institutions to which you are assigned during the term of your appointment. Insurance coverage off site is not automatic. The Risk Management Office must be contacted for coverage to be in effect for off campus assignments, volunteer activities or training opportunities.

Stanford Hospital and Clinics currently maintains a program of self-insurance through a licensed captive insurance company, SUMIT. Tail coverage, or coverage that allows for claims to be covered outside the policy year of their occurrence, is provided for individual physicians leaving the Stanford program. Specific information regarding the availability of tail coverage can be obtained from the Risk Management Office.

House staff are cautioned that SUMIT will not cover activities which have not been assigned as part of your Stanford postdoctoral training program, e.g., moonlighting at other institutions.

The professional conduct of house officers is a very important element in Stanford University Medical Center's exposure to medical malpractice claims. Maintaining good rapport with your patients reduces the risk of being sued.

³ Working days are considered to be Monday through Friday exclusive.

Any patient care complaint against a house officer will be fully investigated by either risk management, quality management or the Department of Graduate Medical Education. When applicable and appropriate, the resident will be notified of the outcome of the investigation and any action taken. If the resident wished to appeal any decision made in such cases, the resident may go through the mechanism for resolution of disputes described in RESOLUTION OF DISPUTES, above.

Any unusual occurrence or accident involving the care of a patient should be reported immediately using the *on-line incident reporting system* available at each nursing station. Incidents involving the possibility of serious consequences to a patient, or those situations in which a patient and/or family has threatened legal action or requested compensation, should be reported immediately by you or the Unit/Clinic/Department to the Risk Management department at (650-723-6824) or by paging the on call risk manager.

The Risk Management Office investigates adverse events, patient complaints/claims, and lawsuits involving the Hospitals, Clinics and physicians and arranges for assignment of outside defense counsel needed for the defense of these matters. If you are involved in an adverse event, or named in a claim or as a defendant in a suit, you will be contacted by a member of the Risk Management Office who will advise you of your role in the investigation as well as the details of the legal process for the matter in which you are involved.

It is also possible that you may be subpoenaed as a witness in a matter where you were the patient's treating physician but where they are not suing the hospital or providers for malpractice (for example, an auto accident, where the patient was treated in the emergency room). Should you receive any legal papers please call the Risk Management Office immediately.

For questions regarding certificates and medical malpractice claims history:

<https://shcintranet.stanfordmed.org/departments/riskmanagement/insurancemanagement>

Acceptance of Documents:

You may be personally served with various legal documents, including summons and complaints (lawsuits) or personal subpoenas which are related to your house staff activities. If you receive such documents, please contact the Risk Management Office (650-723-6824) for advice. Your clinic staff may also contact you directly about accepting such documents. You or your clinic can contact Risk Management about how to handle such documents.

ON-CALL MEALS: Each house officer **required to be on call at Stanford hospital overnight (24 hours)** will be eligible to receive \$12.50 per night in food credit. A bar code behind your security access card will serve as your meal card. Your monthly food credit is automatically entered at the beginning of each month. Please notify the GME office if you obtain a new bar code at anytime.

ON-CALL QUARTERS: Sleep quarters are provided for house officers who are required to take call at Stanford University Medical Center. Residents taking call from home should check with their residency program director regarding any response time requirements. Security access cards are distributed at orientation. Replacement cards cost \$10 and are available from Security Dispatch in Room H0258.

All of the sleep rooms are single occupancy. A number of rooms are "designated as hotel". They are open to all housestaff needing to sleep. For assistance call the GME office at (650-723-5948).

SECURITY ACCESS CARD

Under no circumstances may your card be loaned to anyone. Your security access card also functions as your identification badge. You are **required** to wear it at all times when on duty at Stanford University Medical Center. The Security Access Card remains Stanford University Medical Center property at all times and must be returned upon at the end of your employments, or relinquished upon request of the GME office.

STIPEND DEDUCTIONS

In addition to deductions for such optimal items as spousal dental insurance, the following deductions are required:

INCOME TAX WITHHOLDING: Stanford Hospital and Clinics is required by Internal Revenue Service regulations to withhold income tax on the entire stipend paid to house officers. If you wish to change the number of exemptions for withholding purposes, use the Benefits Office website www.econnect.stanfordmed.org

SOCIAL SECURITY: The Federal Social Security Act requires the deduction of social security (F.I.C.A.) payments. House officers must have social security numbers.

CALIFORNIA STATE DISABILITY INSURANCE: House officers on the Stanford Hospital and Clinics' payroll are covered by California State Disability Insurance. The coverage is mandatory under California law and is solely contributory by the covered individual.

MISCELLANEOUS

CHANGE OF ADDRESS: Update your address in eConnect. This will **ensure** that you receive all mailings such as your contract, house staff notices, newsletters, invitations, paychecks, **reimbursements and receive your W2 in a timely manner.** Log onto: www.econnect.stanfordmed.org

DIRECT DEPOSIT: All residents should use direct deposit for automatic deposit of their bimonthly paycheck into their personal checking and/or saving account(s). Log into eConnect (www.econnect.stanfordmed.org) to setup or make changes to your account. You are allowed to have up to three accounts at any one time. Direct deposit is the safest way to get your money in your account(s) and prevents lost or stolen live checks. **House staff is paid 26 times annually** or every other Friday. Direct Deposit receipts are sent to your home address. You can also elect to "Go Green" and waive paper copies of your direct. Refer to econnect.

COMPLETION OF TRAINING

An appropriate certificate will be issued to each individual upon successful completion of residency. Issuance of the certificate will require the following prior clearance.

- Return of photo ID
- Return of pager
- Return of lab coats
- Medical Records (chart completion)
- Lane Medical Library (return books and journals and clear any fines)
- Operating Rooms (return of locker key, if applicable)
- Department of Graduate Medical Education (delivery of clearance form)

A checkout list must be completed prior to departure. You can print the form from the web (www.med.stanford.edu/gme/). An individual completing training at an affiliated hospital which required a checkout sheet should present a copy of that sheet with his/her Stanford checkout form.

RESTRICTIVE COVENANT

Stanford does not require residents to sign noncompetition guarantees or agreements.

OMBUDSPERSON'S OFFICE

The Office of the Ombudsperson's for Stanford University School of Medicine is available to all residents and fellows. The Ombudsperson is a neutral and confidential resource for assistance with any workplace related issue. Further information about the office is available at www.med.stanford.edu/ombuds or by calling the office at 650/498-5744.

OMBUDSPERSON:

ADDRESS:

DAVID RASCH

Mariposa House
585 Capistrano Way
2nd floor, Room 210
Stanford, CA 94305-8200

PHONE:

723-3682

FAX:

725-7288

Email:

rasch@stanford.edu

DEPARTMENT OF GRADUATE MEDICAL EDUCATION

DIRECTOR/ DIO:	ANN M. DOHN, MA
OPERATIONS:	ROBBIN BANKSTON DEBBIE VALDEZ TINA LARI, BA BRETT TOENSING, MS
EDUCATION SECTION:	NANCY PIRO, PhD BARDIA BEHRAVESH, MA
ROOM:	HC435
TELEPHONE:	723-5948

The Department of Graduate Medical Education is located on the fourth floor of Stanford Hospital and Clinics. Access is via the staircase located adjacent to the Hospital Gift Shop or take the escalators by the Gift shop up to the third floor, as you enter the hallway take a right then another right around the corner, and on your left is the stairwell, take the stairwell up to the 4th floor and knock on the door to your left. Office hours are 8:00 a.m. to 5:00 p.m. or by appointment.

The office responsibilities include payroll, verification of training for student loans, employment and licensure. The office is available to assist house officers with questions on physician licensure, housing and general questions on relocating/living in the Palo Alto area.

HOUSE STAFF WELL BEING COMMITTEE

Established in 1983, this Committee includes both faculty, and house staff members. Its charge from the Dean of the School of Medicine was to address generic (i.e., extra departmental) house staff issues. The committee sponsors **Psychiatry Services**: Residents and their spouses/significant others may obtain up to 12 hours of free psychiatric counseling through a panel of community psychiatrists and psychologists. For referral to the services contact Janet Spraggins, M.D. at 650-568-2724. Please identify yourself as a Stanford resident or resident's dependent. This service is entirely confidential. There is no reporting to either the hospital or the department regarding individuals seeking care.

GRADUATE MEDICAL EDUCATION REVIEW COMMITTEE

The Graduate Medical Education Review Committee was formed in 1989 to coordinate and review all aspects of residency education. It is chaired by the Medical Director, Education for Medical Education. The committee is composed of:

- Chairman, Medical Director, Education of Stanford Hospital and Clinics
- Program Directors who are not Department Chairs

- Department Chairs who are not Program Directors
- Senior Associate Dean for Clinical Affairs
- 5 resident representatives elected by their peers
- The Associate Chief of Staff for Education at the VA
- The Medical Director, SCVMC
- The Director, Staff Education, Kaiser Northern California Region
- The Medical Director at Children’s Hospital at Stanford
- A University lawyer (ex-officio, non-voting)
- Director, Department of Graduate Medical Education/Designed Institutional Official

All ACGME program information forms and any/all documents must be reviewed and signed by the DIO. In the absence of the DIO the chair of the GMEC can review and sign the documents. Please allow a minimum of 2 weeks for review of all program information forms.

Residents are encouraged to bring issues or topics for discussion to the committee’s monthly meetings.

STANFORD UNIVERSITY PROGRAMS
RESIDENT REPRESENTATION ON THE GRADUATE MEDICAL EDUCATION
REVIEW COMMITTEE

Five resident representatives will be elected by their peers to serve one-year terms on the Graduate Medical Education Committee. Of the five representatives, if possible, one will be an intern, no more than one resident from each program will serve per year, and at least one representative will be a Chief Resident.

Process: A call for nominations/interest will be sent to all house staff via email in May/June of each academic year. The nominations will be placed on a ballot. Voting will be via email. A similar vote will be held in July/August for the intern representative.

WELCH ROAD APARTMENTS

72 apartments located adjacent to Stanford Hospital are available for house staff. They are configured as studios, one and two bedroom units. Applications are included in the house staff registration packets. Assignments are made via lottery in early May 2009. Tenancy is limited to the term of your initial Stanford residency. There is a strict no pet policy

**POLICIES AND PROCEDURES ARE SUBJECT TO CHANGE AT ANY TIME BY
STANFORD HOSPITAL AND CLINICS ADMINISTRATION**

APPENDIX A

Harassment

SHC Human Resources

Related Policies, Procedures or Guidelines

Code of Conduct and Principles of Compliance

Employment

Termination Procedures

Policy Statement

A basic value of Stanford Hospital and Clinics (SHC) and Lucile Packard Children's Hospital (LPCH) is the respect for each individual and for individual differences. In keeping with that principle, we are committed to maintaining an environment which is free of harassment or intimidation based on race, creed, color, sex, religion, national origin, age, sexual orientation, physical/mental disability or veteran status. Harassment includes any behavior or conduct that unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. Such behavior is in violation of policy and will not be tolerated. While all forms of harassment are prohibited, this policy also separately emphasizes sexual harassment. The policy defines harassment and explains the procedures for responding to harassing behavior by members of the hospital community.

Questions about this policy should be addressed to the employee's immediate supervisor. Further questions can be addressed to the Risk Management Office.

Definition

- A. Harassment (General)
 - 1. Harassment is verbal, visual, or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, creed, color, sex, religion, national origin, age, sexual orientation, physical/mental disability or veteran status, or that of his/her relatives, friends, or associates, and that:

Image001.gif

Has the purpose or effect of creating an intimidating, hostile,

Offensive working environment;

Has the purpose or effect of unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities.

2. Harassing conduct includes, but is not limited to, the following:
Epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to race, creed, color, sex, religion, national origin, age, sexual orientation, physical/mental disability or veteran status; and

Written or graphic material that denigrates or shows hostility or aversion toward an individual group because of race, creed, color, sex, religion, national origin, physical/mental disability or veteran status and that is placed on walls, bulletin boards, or elsewhere on SHC or LPCH premises, or circulated in the workplace; and

Retaliation for having reported or threatened to report harassment.

B. Harassment (Sexual)

1. The determination of what constitutes sexual harassment will vary with the particular circumstances. However, in general, unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature may constitute sexual harassment when:

Submission to such conduct or rejection of such conduct is used as a basis for employment decisions affecting an individual; or

Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment. Examples of conduct which may create an offensive work environment include, but are not limited to, repeated and unwanted sexual advances or requests for sexual favors, displays of sexually suggestive objects, cartoons, or pictures; suggestive or derogatory comments, insults or jokes; gestures or physical contact which are sexual in nature.

2. Prohibited acts of sexual harassment can take a variety of forms ranging from subtle words or actions to physical assault. Sexual harassment can be male to female, female to male, female to female, or male to male. Examples of conduct which may create an offensive work environment include, but are not limited to:

Verbal conduct such as using epithets, derogatory comments, slurs, or making unwanted sexual advances, invitations, comments or noises:

Visual conduct such as displaying derogatory posters, photographs, cartoons, drawings, or gestures;

Unwelcome physical conduct such as touching, blocking normal movement, or interfering with work directed at an individual because of his/her sex;

Insinuations, threats and demands of an individual to submit to sexual requests in order to keep his/her job or avoid some other adverse impact on his/her job, and offers of job benefits in return for sexual favors. An adverse impact on an individuals job need not amount to loss of his/her job or a advancement or promotion, assigned duties, shifts or any other condition of employment or career development; and

Retaliation for having reported or threatened to report harassment

Procedure

A. All employees and supervisors should be aware that SHC and LPCH will take appropriate action to prevent and correct any behavior which constitutes harassment or sexual harassment as defined above, and that individuals who are found to be engaged in such behavior are subject to discipline up to and including termination.

B. Each Department Manager has a responsibility to maintain the workplace free of any form of harassment, whether by a manager, supervisor, employee, or other person (including a patient or vendor).

C. Discussing and Reporting Incidents or Problems

1. We urge anyone who believes he or she had been subjected to discrimination, harassment offensive sexual behavior to immediately contact one of the resources listed in F. below to discuss the situation

2. All complaints of discrimination, harassment or offensive sexual behavior will be investigated promptly and in an impartial manner by a staff member of Employee/Labor Relations.

3. Because the subject of sexual harassment may be particularly sensitive to some, you are encouraged to choose the resource you feel most comfortable with in order to resolve the situation as quickly as possible. These discussions will be kept confidential to the extend possible and every reasonable effort shall be made to protect the privacy of all parties. However, please keep in mind that reporting of the situation and cooperation in the inquiry is important in order to prevent it in the future.

4. In addition, employees may call an Employee/Labor Relations representative on an anonymous basis to explore, discuss or gain clarification about sexual harassment.

D. Investigation

An Employee/Labor Relations representative will promptly conduct a thorough

And objective investigation of the alleged incident, and will make a determination as to whether the harassment occurred, whether it did not occur, or whether the evidence is inconclusive.

1. The investigation will include, but may not be limited to, a meeting or meetings

with the individual accused of harassment ("individual accused"), the complaining employee ("complainant"), potential witnesses, including other employees or non-employees who have frequent contact with the individual accused.

2. An Employee/Labor Relations representative will meet with the individual

accused and

a. Inform the individual that an investigation is being conducted;

b. Summarize the procedure that will be followed in conducting an investigation;

c. Inform the individual that the hospital will treat the complaint and its investigation confidentially to the extent possible and that it expects the individual accused to do the same; and

d. Advise the individual of the hospital's strict policy against harassment and inform him/her that any retaliation against or intimidation of any individual who has made a complaint or who has cooperated in connective underlying harassment charge will not be tolerated.

3. The complainant will be informed:

a. That he or she should contact any of the available resources identified below immediately if he or she believes that any further violation of this policy against harassment or retaliation occurs, and

b. That SHC and LPCH will treat the complaint and its investigation confidentially to the extent possible and that it expects the individual accused and the complainant to do the same; and

c. That intentionally submitting a complaint of sexual or other harassment which contains material false facts may be grounds for disciplinary action, but that no disciplinary action will be taken against an employee who submits a complaint which, although accurate, does not qualify as harassment under the definition contained in this policy. Further, that a finding that a complaint is not supported by the evidence, or is inconclusive, is not in itself evidence that material false facts were made as part of the complaint.

E. Resolution

1. If it is determined that harassment or retaliation has occurred, prompt and

effective measures will be taken to remedy the harassment.

2. The Employee Relations representative will inform the complainant of the results of the investigation, and any action that will be taken to remedy the harassment.

3. Any employee, supervisor, or department manager who is found, after appropriate investigation, to have engaged in harassment of another employee will be subject to appropriate disciplinary action, depending on the circumstances, up to and including termination.

F. Available Resources

Your immediate supervisor or the next level supervisor.

Staff member of Employee/Labor Relations (650) 723-6251.

Any member of SHC or LPCH management.

Compliance Office (650) 723-6251

Stanford HELP Center at (650) 723-4577

Author/Original Date July 1999 by Vice President of Human Resources

Gatekeeper *Stanford Hospital & Clinics Administrative Manual* Coordinator and Editor

Distribution and Training Requirements

1. This policy resides in the *Stanford Hospital & Clinics* and the *LPCH Administrative Manual* located in Administration and in each department/unit/clinic.

2. New documents or any revised documents will be distributed to *Stanford Hospital & Clinics* and *LPCH Administrative Manual* holders. The department/unit/clinic manager will be responsible for communicating this information to the applicable staff.

Review and Renewal Requirements: This procedure will be reviewed every three years and as required by change of law or practice. Any changes to this procedure must be approved by the same entities or persons who provided initial approval.

Reviewed/Revision History January 22, 2001 by Carol Ann Bergman, Project Manager

Approvals January 2001 by Felix Barthelemy, Vice President of Human Resources

APPENDIX B

AGREEMENT TO ARBITRATE DISPUTES

1. As a condition of appointment as a house officer, each house officer agrees that all disputes relating to or arising out of his/her residency training program and employment with SHC, including the termination of his/her appointment, or the terms of his/her appointment, shall be resolved through final and binding arbitration under the terms and conditions set forth below.

2. In the event that any dispute arises between the house officer and SHC concerning or related to the house officer's training program and employment with SHC, the house officer and SHC agree to make a good faith effort to resolve such dispute informally pursuant to the Dispute Resolution Procedures contained in these House Staff Policies and Procedures. However, if they are unable to resolve such dispute, either party shall have the right to demand that the dispute be resolved by final and binding arbitration.

3. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. ss 1-16.

4. This agreement to arbitrate all disputes includes but is not limited to claims of discrimination, harassment or retaliation under Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment & Housing Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the California Family Rights Act, the California Pregnancy Disability Leave Act, or any other state, federal or municipal statute, rule, regulation or ordinance governing employment-related claims, as well as other claims related to or arising out of the house officer's training and employment, including claims for wrongful termination, fraud, misrepresentation, defamation, tort, or breach of contract. The only claims not covered by this agreement to arbitrate workplace disputes are claims for unemployment insurance benefits under any state law and claims for workers' compensation benefits under SHC's workers' compensation insurance policy or fund.

5. The parties agree that in order to preserve the status quo pending arbitration, either party reserves the right to seek injunctive or other equitable relief in court where appropriate.

6. Any arbitration under this agreement shall be administered by the Judicial Arbitration and Mediation Services ("JAMS"), conducted by a single, neutral arbitrator mutually selected by the

parties and in accordance with the then applicable Rules for the Resolution of Employment Disputes of JAMS. The arbitrator shall have all the powers available to a court of law or equity. The opinion and award shall be final and binding to the fullest extent permitted by law and be enforceable in any court of competent jurisdiction.

7. Each party to the arbitration shall bear his/her own attorney's fees and costs, including witness fees and the cost of exhibits or transcripts. If the house officer initiates arbitration, he/she shall be required to pay an arbitration fee equivalent to the cost of filing a civil complaint in the superior court in the county in which the arbitration will be conducted. SHC shall be responsible to pay all costs that are unique to arbitration as required by law. However, nothing herein shall prevent the arbitrator from awarding fees and costs at the conclusion of the arbitration in accordance with law or contract.
8. THE PARTIES UNDERSTAND AND AGREE THAT UNDER THIS AGREEMENT TO ARBITRATE, SHC AND THE HOUSE OFFICER ARE KNOWINGLY AND VOLUNTARILY WAIVING THEIR RESPECTIVE RIGHTS TO A TRIAL BEFORE A JUDGE AND/OR JURY REGARDING ANY DISPUTE BETWEEN THEM WITHIN THE SCOPE OF THE AGREEMENT.
9. The parties agree that should a court determine that any aspect of this agreement is unconscionable, unenforceable, or otherwise invalid, such provision may be severed so that the remainder of this agreement to arbitrate may be enforced.

APPENDIX C

VERY IMPORTANT NOTICE OF GROUP HEALTH COVERAGE CONTINUATION RIGHTS UNDER COBRA

Our benefit program complies with the federal COBRA law, which requires that companies continue health coverage under certain circumstances explained in this notice. If you have health coverage under our benefit plan, and if that coverage ends for a reason listed below, you may be able to continue your health coverage for a certain period of time. It is important that you, your covered spouse, and any covered child (ren) over the age of 18 read this notice carefully as it outlines both your rights and your responsibilities under the law.

What is a Qualifying Event?

A *qualifying event* is an event that causes you or your dependents to lost health benefits. The law defines qualifying events as:

- termination of employment (voluntary or involuntary except for gross misconduct)
- reduction in work hours
- death of employee
- divorce or legal separation
- a child no longer satisfying eligibility requirements of a plan (for example a child no longer qualifying as a dependent because of age or student status).

When Does Continued Coverage Apply?

If you are an *employee or the dependent of an employee* you may elect up to 18 months of continued health coverage if you lose coverage due to the employee's:

- termination of employment (voluntary or involuntary except for gross misconduct); or
- reduction in work hours less than the minimum needed to remain covered by the plan.

If you are an *employee's spouse or dependent child*, you may elect up to 36 months of continued health coverage if you lose coverage due to:

- death of the employee; or
- divorce or legal separation; or

If you are a *dependent child*, you may elect up to 36 months of continued health coverage if you lose coverage due to:

- No longer satisfying the dependent eligibility requirements of a plan.

If you are a *retiree* and your employer commences a bankruptcy proceeding, you and your dependents who lose a substantial portion of coverage within one year before or after the bankruptcy filing is also entitled to continuation coverage. Coverage may be continued for the lifetime of retiree, or surviving spouse of a retiree who was deceased at the time of the filing. If the retiree is living at the time of the filing, dependents are entitled to up to 36 months of coverage from the date of the retiree's death.

What Coverage is Continued?

COBRA continuation rights apply only to health coverage as defined by the law (typically medical, dental, vision, employee assistance programs and health care spending accounts). Other coverages provided by your employee benefit plan are not included in these continuation rights.

Your continued health coverage will be the same as the health coverage provided for similarly situated employees or dependents who have not had a Qualifying Event. Any future plan or rate changes affecting the benefit plans for current employees will affect your continued coverage as well.

Continuation is available only for coverages that you or your dependents were enrolled in at the time of the Qualifying Event. However, you may enroll new dependents acquired while you are covered under COBRA in the same manner as similarly situated employees. A child born to or placed under adoption with an employee covered under COBRA is considered a qualified beneficiary, provided the child is enrolled under COBRA, and may have additional COBRA extension rights. The covered employee or family member must notify the plan administrator within 30 days of the birth or adoption, in order to enroll the child on COBRA.

How Long Can Coverage Continue?

There are three potential durations of COBRA coverage, depending on the type of qualifying event.

18 Months: Termination of the employee's employment or a reduction in the employee's work hours.

36 Months: Death of the employee, divorce or legal separation of the employee, losing dependent status. In addition, if you become entitled to Medicare and, within 18 months, experience a termination of employment or reduction in hours resulting in a loss of coverage, your covered dependents may elect to continue coverage for the period ending 36 months after the date you became entitled to Medicare.

Extension beyond 18 months: There are three additional circumstances when you can potentially continue COBRA beyond 18 months.

If you or your dependents have a subsequent qualifying event during the initial 18 months of continuation coverage, dependents of the original employee may continue their coverage for up to 36 months total, from the date of the initial qualifying event.

If you or any family member are determined to have been disabled (for Social Security disability purposes) on the date of the original qualifying event (termination of employment or reduction of hours) or within the first 60 days of COBRA coverage, all qualified beneficiaries may extend COBRA coverage for up to 29 months total, from the date of the qualifying event. Non-disabled family members of COBRA coverage may also be eligible for this extension. To receive such an extension, you must notify the plan administrator of your disability determination before the end of the initial 18-month period and within 60 days of the Social Security determination date. If Social Security makes a determination of disability prior to the date of the qualifying event, then you must notify the plan administrator within 60 days of the date of the qualifying event.

The Cal-COBRA extension provides up to 36 months of medical coverage from the date federal COBRA coverage began, provided you were entitled to less than 36 months of federal COBRA, your former

employer's insurance contract is situated in California and you are enrolled in a fully-insured medical plan. The premium charged under this Cal-COBRA extension may be up to 110% of the employer cost. Please contact your medical insurance carrier directly, 30 days prior to the termination date of your federal COBRA coverage, to inquire about the availability of this option.

When Does Coverage End?

COBRA coverage can be terminated before the maximum coverage period expires. Continuation coverage will terminate on the earliest of the following dates. In no event can coverage continue beyond 36 months from the original qualifying event date.

- a. when no health coverage is provided by your employer for any employees; or
- b. when premium payment for your continued coverage is not made on time; or
- c. after electing COBRA coverage, when you become covered under another group health plan. Exceptions to this rule include if the new group plan contains any exclusion or limitation with respect to any pre-existing condition that applies to you; or
- d. after electing COBRA coverage, when you first become entitled to Medicare; or
- e. after electing COBRA coverage, the date you or your dependent is no longer disabled if you have extended coverage for up to 29 months due to your disability and Social Security has made a final determination that you or your dependent is no longer disabled. (You must notify the plan administrator within 30 days of this Social Security determination).

What Does It Cost?

You are required to pay the entire cost of your continued health coverage to the COBRA Representative plus a 2% administration fee. The cost of coverage during the 19th through the 29th month extension period for individuals under the Social Security disability extension may be up to 150% of the total cost.

You have 45 days from the day you elect COBRA to pay all current and retroactive premiums back to the day you lost coverage. Thereafter, you have a grace period of 30 days for regularly scheduled premium payments.

What Do You Have To Do?

In the event of a divorce, legal separation or dependent child who is no longer eligible as a dependent, you or a family member must formally advise your employer of the qualifying event. Such notification must be received on a COBRA Employee Notice of Qualifying Event Form. This form may be obtained in your human resources department.

The form must be received by your employer within 60 days of the date of the Qualifying Event or loss of coverage, whichever is later. No exceptions can be made.

In the event of a termination of employment, reduction of hours or death, you need not take any action to request election materials. You should automatically receive a COBRA Election Kit at your home via the U.S. Postal Service. This COBRA Election Kit will outline coverage costs and options available to you

and your dependents. If you wish to elect coverage, you must follow the guidelines detailed in the COBRA Election Kit.

If you decide to elect continued coverage, you must return your Universal Election Form (UEF) to the COBRA Representative within 60 days from the later of:

- (a) the date your coverage would terminate due to the Qualifying Event; or
- (b) the date on which the COBRA Election Kit is provided.

You then have 45 days to pay all current and retroactive premiums. Your coverage will be retroactively reinstated once the premium(s) and all required re-enrollment forms are received.

Is There Continuation Beyond COBRA?

You may be eligible to continue health coverage beyond COBRA by converting to an individual plan. A conversion privilege must be exercised within 30 days of termination of coverage. Individual conversion plans offer different plan designs at higher costs. The coverage and cost will not be the same as under COBRA.

What About Life Insurance?

Group life insurance benefits are not subject to the COBRA continuation provisions. However, your life insurance policy may offer a conversion privilege. This must be exercised within 30 days following the date of termination. If you wish to exercise this conversion, please refer to your certificate of coverage for specific requirements.

NOTE: Questions regarding continuation of benefits should be referred to our COBRA Administrator, Vita Administration Company, at (650) 966-1492.

APPENDIX D
FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE)
AND
PREGANCY DISABILITY LEAVE

Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 work weeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.

Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period (d) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reasons of the birth of your child. Both leaves contain a guarantee of reinstatements to the same or to a comparable position at the end of the leave, subject to any defense allowed under law.

If possible, you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events, which are unforeseeable, we need you to notify us, at least verbally as soon as you learn of the need for the leave.

Failure to comply with these notice rights is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

We may require certification from your health care provider before allowing you to leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent, or spouse who has a serious health condition before allowing you a leave to take care of the family member. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

If you are taking a leave for birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.

Taking a family care pregnancy disability leave may impact certain of your benefits and your adjusted hire date. If you want information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact the Benefits Office at (650) 723-5734 or benefits@stanfordmed.org.

Appendix E (Vendor Policy)

Policy and Guidelines for Interactions between the Stanford University School of Medicine, the Stanford Hospital and Clinics, and Lucile Packard Children's Hospital with the Pharmaceutical, Biotech, Medical Device, and Hospital and Research Equipment and Supplies Industries ("Industry")

Purpose of Policy:

The purpose of this policy is to establish guidelines for interactions with industry representatives for medical staff, faculty, staff, students, and trainees of the Stanford School of Medicine, Stanford Hospital and Clinics and the Lucile Packard Children's Hospital. Interactions with industry occur in a variety of contexts, including marketing of new pharmaceutical products, medical devices, and research equipment and supplies onsite, on-site training of newly purchased devices, the development of new devices, educational support of medical students and trainees, and continuing medical education. Faculty and trainees also participate in interactions with industry off campus and in scholarly publications. Many aspects of these interactions are positive and important for promoting the educational, clinical and research missions of the Medical Center. However, these interactions must be ethical and cannot create conflicts of interest that could endanger patient safety, data integrity, the integrity of our education and training programs, or the reputation of either the faculty member or the institution.

Statement of Policy:

It is the policy of the Stanford School of Medicine, Stanford Hospital and Clinics and the Lucile Packard Children's Hospital that interactions with industry should be conducted so as to avoid or minimize conflicts of interest. When conflicts of interest do arise they must be addressed appropriately, as described herein.

Scope of Policy:

This policy incorporates the following types of interactions with industry. It does not include faculty research and related activities, which are included in the Stanford University Faculty Policy on Conflict of Commitment and Interest (<http://www.stanford.edu/dept/DoR/ehh/4-1.html>).

- I. Gifts and compensation
- II. Site access by sales and marketing representatives
- III. Provision of scholarships and other educational funds to students and trainees
- IV. Support for educational and other professional activities
- V. Disclosure of relationships with industry
- VI. Training of students, trainees, and staff regarding potential conflict of interest in industry interactions

I. Gifts and Compensation

A. Personal gifts from industry may not be accepted anywhere at the Stanford School of Medicine, Stanford Hospital and Clinics, the Lucile Packard Children's Hospital, the Menlo Clinic or off site clinical facilities such as other hospitals at which Stanford faculty practice, outreach clinics and the like.

- 1. It is strongly advised that no form of personal gift from industry be accepted under any circumstances. Individuals should be aware of other applicable policies, such as the AMA Statement on Gifts to Physicians from Industry (<http://www.ama-assn.org/ama/pub/category/4001.html>) and the Accrediting Council for Continuing Medical Education Standards for Commercial Support (<http://www.accme.org/>).

- B. Individuals may not accept gifts or compensation for listening to a sales talk by an industry representative.
- C. Individuals may not accept gifts or compensation for prescribing or changing a patient's prescription.
- D. Individuals must consciously and actively divorce clinical care decisions from any perceived or actual benefits expected from any company. It is unacceptable for patient care decisions to be influenced by the possibility of personal financial gain.
- E. Individuals may not accept compensation, including the defraying of costs, for simply attending a CME or other activity or conference (that is, if the individual is not speaking or otherwise actively participating or presenting at the event).

II. Site Access by Sales and Marketing Representatives

- A. Sales and marketing representatives are not permitted in any patient care areas except to provide in-service training on devices and other equipment and then only by appointment. (Note: Vendor policies are already in place in the hospitals and will need to be made consonant with this policy.)
- B. Sales and marketing representatives are permitted in non-patient care areas by appointment only. Appointments will normally be made for such purposes as:

- 1. In-service training of Stanford Hospital and Clinic or Lucile Packard Children's Hospital personnel for research or clinical equipment or devices already purchased.

2. Evaluation of new purchases of equipment, devices, or related items.

C. Appointments to obtain information about new drugs in the formulary will normally be issued by the hospital pharmacy or by Pharmaceutical and Therapeutics Committees.

D. Appointments may be made on a per visit basis or as a standing appointment for a specified period of time, at the discretion of the faculty member, his or her division or department, or designated hospital personnel issuing the invitation and with the approval of appropriate hospital management.

III. Provision of Scholarships and Other Educational Funds to Students and Trainees

A. Industry support of students and trainees should be free of any actual or perceived conflict of interest, must be specifically for the purpose of education and must comply with all of the following provisions:

1. The School of Medicine department, program or division selects the student or trainee.
2. The funds are provided to the department, program, or division and not directly to student or trainee.
3. The department, program or division has determined that the funded conference or program has educational merit.
4. The recipient is not subject to any implicit or explicit expectation of providing something in return for the support, i.e., a "quid pro quo."

B. This provision may not apply to national or regional merit-based awards, which are considered on a case-by-case basis.

IV. Support for Educational and Other Professional Activities

A. Individuals should be aware of the ACCME Standards for Commercial Support. They provide useful guidelines for evaluating all forms of industry interaction, both on and off campus and including both Stanford- sponsored and other events. The Standards are appended to this policy and may be found at <http://www.accme.org/>.

B. All education events sponsored by the Stanford School of Medicine, Stanford Hospital and Clinics or the Lucile Packard Children's Hospital must be compliant with ACCME Standards for Commercial Support *whether or not CME credit is awarded*.

C. Meals or other types of food **directly** funded by industry may not be provided at Stanford School of Medicine, Stanford Hospital and Clinics, the Lucile Packard Children's Hospital, or the Menlo Clinic.

D. Faculty and medical staff should evaluate very carefully their own participation in meetings and conferences that are fully or partially sponsored or run by industry because of the high potential for perceived or real conflict of interest. This provision does not apply to meetings of professional societies that may receive partial industry support, meetings governed by ACCME Standards, and the like.

E. Individuals who actively participate in meetings and conferences supported in part or in whole by industry (e.g., by giving a lecture, organizing the meeting) should follow these guidelines:

1. Financial support by industry is fully disclosed by the meeting sponsor.
2. The meeting or lecture content is determined by the speaker and not the industrial sponsor.
3. The lecturer is expected to provide a fair and balanced assessment of therapeutic options and to promote objective scientific and educational activities and discourse.
4. The Stanford participant is not required by an industry sponsor to accept advice or services concerning speakers, content, etc., as a condition of the sponsor's contribution of funds or services.

5. The lecturer makes clear that content reflects individual views and not the views of Stanford School of Medicine, Stanford Hospital and Clinics or the Lucile Packard Children's Hospital
6. The use of the Stanford name in non-Stanford event is limited to the identification of the individual by his or her title and affiliation.

V. Disclosure of Relationships with Industry

- A. Individuals are prohibited from publishing articles under their own names that are written in whole or material part by industry employees.
- B. In scholarly publications, individuals must disclose their related financial interests in accordance with the International Committee of Medical Journal Editors (<http://www.icmje.org/>).
- C. Faculty with supervisory responsibilities for students, residents, trainees or staff should ensure that the faculty's conflict or potential conflict of interest does not affect or appear to affect his or her supervision of the student, resident, trainee, or staff member.
- D. Individuals having a direct role making institutional decisions on equipment or drug procurement must disclose to the purchasing unit, prior to making any such decision, any financial interest they or their immediate family have in companies that might substantially benefit from the decision. Such financial interests could include equity ownership, compensated positions on advisory boards, a paid consultancy, or other forms of compensated relationship. They must also disclose any research or educational interest they or their department have that might substantially benefit from the decision. The purchasing unit will decide whether the individual must recuse him/herself from the purchasing decision.
 1. This provision excludes indirect ownership such as stock held through mutual funds.
 2. The term "immediate family" includes the individual's spouse or domestic partner or dependent children.
- E. For disclosure requirements related to educational activities, see the ACCME Standards for Commercial Support (<http://www.accme.org/>).

VI. Training of Students, Trainees, and Staff Regarding Potential Conflict of Interest in Interactions with Industry

- A. All students, residents, trainees, and staff shall receive training regarding potential conflicts of interest in interactions with industry.