

# **WICHITA CENTER FOR GRADUATE MEDICAL EDUCATION POLICIES**



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# ■ PREFACE

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The Wichita Center for Graduate Medical Education (WCGME) is a not-for-profit corporation composed of the University of Kansas School of Medicine-Wichita (KUSM-W), Wesley Medical Center and Via Christi Regional Medical Center. WCGME employs the residents who participate in the residency training programs sponsored by KUSM-W and the AOA program at Via Christi Regional Medical Center. WCGME is responsible for coordinating the administration of salary and fringe benefit programs, (i.e., insurance, travel reimbursement, uniforms, etc.) for participating residents in KUSM-W residency programs and the AOA Program at Via Christi Regional Medical Center.

WCGME encourages open communication between the residents, residency and administration. For academic matters, residents are encouraged to work through their Program Director, Chair, and/or Associate Dean for GME. For employment and work environment issues, residents are encouraged to address concerns to their Program Director, the COO of WCGME and/or the Director of GME at the hospitals.

The contents of this manual are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment unless they are specifically included in a resident's contract. WCGME reserves the right to modify, revoke, suspend, terminate or change any or all such plans, policies or procedures, in whole or in part, at any time, with or without notice, so long as that change will not conflict with the resident's contract.

## I. ■ GENERAL

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Every resident should expect a training program that meets or exceeds the standards of the Accreditation Council for Graduate Medical Education Essentials of Accredited Residencies or the American Osteopathic Association requirements. The provision of such educational programs is the responsibility of the KUSM-W Residency Program Directors as agents of the University of Kansas School of Medicine-Wichita or the AOA Residency Program Director.

## II. ■ BENEFITS

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### A. Salary:

Salaries paid to residents are determined on an annual basis. Resident salaries will be commensurate with their level of training. Residents will never be paid at a PGY level higher than the number of years for which the residency is approved to offer training.

Residents are paid biweekly. Earnings are automatically deposited into an account of the resident's choice.

### B. Employer Contribution to FICA:

As applicable under federal statutes, contributions will be made by WCGME to FICA on behalf of its employees.

### C. Vacation: (Non-cumulative)

All residents receive fifteen (15) weekdays paid vacation annually; to be used at a time approved by their Program Director.

### D. Sick Leave: (Cumulative)

Residents receive ten (10) weekdays (cumulative up to a maximum of 30 days) with pay, annually for absence due to sick leave. Sick leave is defined as absence due to illness or health maintenance needs of the resident or their dependents. The resident's Program Director will determine whether or not make-up service and education are necessary in order to certify credit for the residency year. Sick leave must be reported as required by each program.

Need for additional time off, without pay, will be considered on an individual basis. \*

**E. Education Leave: (Non-cumulative)**

Residents receive up to five (5) weekdays of education leave annually, with approval of their Program Director.

**F. Additional Time Off:**

A resident may receive additional paid time off as approved by the Program Director for taking Board examinations, helping with recruiting, and other unusual situations. \*

**G. Bereavement Leave:**

Paid bereavement leave may be granted with the approval of the Program Director.

**H. Jury Duty:**

A resident may be summoned for jury duty during his/her training program. Due to the requirements of training, the court may grant an excuse from jury duty. However, if an excuse is not granted, leave with pay will be given to the resident. The resident is responsible for keeping the Program Director informed on a daily basis about the jury duty schedule.

**I. Military Duty Leave:**

Residents called to military service may use vacation or take leave without pay during their absence. He or she may continue health insurance coverage throughout the term of the leave. The resident will be responsible for paying the monthly health insurance premium if leave without pay exceeds thirty (30) calendar days. (Please note: residents will be provided free medical care by the military, and their dependents can be covered through CHAMPUS if they elect not to continue coverage through WCGME.)

Returning residents who have been serving on active duty in the Reserves or the National Guard must apply for re-employment within 31 days from the date of release. Returning residents who served in active military duty must apply for re-employment within 90 days after being discharged from military service. These time periods are extended for one year if the resident has been hospitalized during active duty. Upon complying with these reapplication provisions, residents will be placed in a position at their former PGY level and are eligible for pay increases that occurred while on military leave. The number of months a resident needs to make up is at the discretion of the Program Director upon approval of the appropriate accrediting agency.

Residents called to military service should contact the WCGME office to discuss their options and should forward a copy of their military orders for placement in their personnel file.

**J. Health Insurance:**

Health and dental insurance for the resident and health and dental insurance for the resident's dependents (at a monthly cost to the resident) will be provided through WCGME's employee group insurance plan. No person may be insured both as an employee and as a dependent and no person will be considered as a dependent of more than one employee. Expenses for covered services provided by Via Christi Regional Medical Center or Wesley Medical Center not fully paid by health insurance will be fully paid by WCGME (charges for hospital based

**\*The need to "make up" additional time in order to meet requirements of specialty boards will be considered and determined by the appropriate Program Director.**

clinic services are NOT INCLUDED). Expenses for Via Christi or Wesley not covered by insurance (excluded services) will not be paid by WCGME but will be the personal responsibility of the resident. Charges for services rendered by other providers are the resident's responsibility to pay. If a resident or a dependent incurs a hospital charge, insurance must be filed. After the insurance has paid, a copy of the outstanding balance should be sent to WCGME or to the Medical Education office of the billing hospital so that the outstanding balance can be billed to WCGME.

Hospital bills need to be responded to immediately. It is also necessary for the residents or dependents to identify themselves as a resident/dependent when checking into Via Christi or Wesley.

**Revised/Approved: Finance Committee (3/99)**

**K. Life Insurance/Accidental Death and Dismemberment:**

WCGME will pay full premiums for life insurance and accidental death and dismemberment each equal to the resident's annual salary raised to the next even \$1,000.

**L. Long -Term Disability:**

WCGME will pay full premiums for long-term disability, which will pay 60 percent of monthly earnings up to \$1,500 per month after 180 days of disability.

**M. Professional Liability Insurance:**

Residents will be provided with professional liability insurance with limits as required by Kansas law, plus excess coverage provided via the Kansas Healthcare Stabilization Fund. This insurance (claims made with tail and with the following limits: basic coverage \$200,000/600,000, excess coverage \$800,000/2,400,000) covers residency-related acts performed under the supervision of a member of the residency teaching staff and approved locum tenens, but DOES NOT COVER MOONLIGHTING.

**N. On-Call Meals:**

Meals will be provided in hospital cafeterias or coffee shops when a resident is required to stay on hospital premises for 24 hours or longer.

**O. University Fees:**

Payment of annual KU Student Center fees will automatically be made by WCGME.

**P. Professional Development Allowance:**

WCGME will provide a \$1,000 per year professional development allowance. This is to be used for obtaining full licensure via the Kansas Board of Healing Arts, renewing DEA registration, purchasing "uniforms" or for expenses approved by the Program Director and incurred in attending educational conferences or in the purchase of educational equipment and/or materials. This fund is not available to purchase individual computers. This allowance is cumulative.

**1. Uniform Reimbursement:**

WCGME will reimburse residents for the cost of required "uniforms." All residents are encouraged to check with their residency staff to clarify departmental policies prior to the purchase of "uniforms."

- a. The resident completes a UNIFORM ALLOWANCE REIMBURSEMENT FORM, attaches a receipt verifying the purchase of uniform(s) and forwards the materials to the WCGME office.
- b. A check will be issued to the resident within one week of WCGME'S receipt of the form (attach receipt).

**2. Education Reimbursement:**

WCGME will reimburse all reasonable travel and educational expenses (up to the balance in a resident's account) for attendance at an educational conference, or for purchasing educational materials approved by the Program Director.

**IN ORDER TO REQUEST REIMBURSEMENT:**

To request reimbursement, the resident must fill out an Education Allowance Reimbursement form for "Educational Travel" or "Educational Material." In order to be reimbursed, all educational materials must be purchased and/or educational travel completed prior to the resident's last day of employment. Reimbursement must be requested within 30 days of termination.

**a. Educational Travel:**

- 1. Before the meeting, the resident submits an "Educational Allowance Reimbursement" (Educational Travel) form which indicates the number of days the resident will be attending an approved meeting, a copy of conference brochure (including registration fees) and a copy of the airline tickets. Reimbursement for pre-paid expenses can be made in advance of travel.
- 2. The resident may receive \$150 per Diem advance no sooner than two weeks prior to departure for the meeting.
- 3. Within two (2) weeks after returning from the meeting, the resident must submit documentation of expenses (i.e., lodging, travel, meals, etc.) for the amount advanced. Failure to submit documentation within that time frame will cause recoupment of amount advanced.

**b. Educational Material:**

- 1. Using an Educational Reimbursement (Educational Material) form, the resident lists the approved educational material, Kansas licensure or DEA renewal with a copy of the appropriate receipt.
- 2. A check for this amount will be issued to the resident within one week of WCGME's receipt of the above.

**Q. Pagers:**

Pagers are provided at no cost.

**WCGME PAGING PROTOCOLS:**

Residents in the following residency programs will utilize the WCGME Paging System:

- Anesthesiology
- Internal Medicine
- Medicine / Pediatrics
- Orthopaedic Surgery
- Psychiatry
- Surgery

All other residents will utilize the paging system of the hospital they are assigned to during their residency.

**PAGER INSTRUCTIONS:**

The WCGME pager allows a resident to be paged through the paging operators at Wesley Medical Center, Via Christi - St. Francis or St. Joseph campuses and the VA Medical Center. Operational range is approximately 15 miles. Page operators will send a message that will be either numeric (numbers only) or alphanumeric. Residents are issued a booklet that describes in detail how the pagers operate.

New batteries are available through any page operator. (Batteries are also available through departments, WCGME and the Wesley Medical Education Office.)

If a resident loses or misplaces a pager, he/she should report it immediately to a page operator. The resident will then be issued a spare pager. If the lost pager is found, the resident should return the spare pager and make arrangements for resuming use of the original pager.

**ACCESSING THE WCGME PAGING SERVICE:**

To page a resident through the WCGME paging service, contact a paging operator, give the name of the person to be paged and the message to be sent. The page operator will send the message. (See special instructions for the VA.)

Access numbers for the hospital-paging operators are as follows:

	In-house Phone	Outside Phone
St. Francis	0	268-5000
St. Joseph	0	685-1111
Wesley	0	962-3030

**VA** - In-house dial 53099, or from an outside phone, dial 634-3099; at the tone, press the personal page number of the resident being paged; then press seven (7); and after two tones, input the telephone number to be called.

To page directly from any touch tone phone, dial 962-PAGE (7243) after a ring and tone, press the four- (4) digit beeper number you wish to contact, another ring followed by beeps will sound; then enter the number you want your party to call. Hang up.

**RESIDENT PAGER REPAIR PROCEDURES:**

If a pager breaks, a resident should take it to a page operator, complete a repair ticket describing the problem and apply it to the pager. (Stickers are available from the page operators.) Leave the broken pager with the page operator. The page operator will issue the resident a spare pager. A resident's personal page number will remain the same.

The resident will be notified when the broken pager is repaired and available from the page operator in the hospital where the resident is working. The resident must leave the spare with the page operator when picking up the repaired pager.

**PAGING CODES:**

Some paged messages given by the hospitals will utilize common codes. These codes and their meanings are as follows:

<b>Code</b>	<b>Meaning</b>
11.....	A STAT or urgent call
22.....	Call your office
33.....	Physician calling
40.....	Operator Call
44.....	At your convenience
55.....	Patient in your office
66.....	Patient calling
77.....	Long distance
80.....	All Pharmacy calls
88.....	Error or cancel page
99.....	Family member/personal call

**R. Parking:**

Free parking is provided in designated areas at all of the Wichita hospitals. However, parking stickers are required at the VA Medical Center. To park in a KUSM-W parking lot, a parking permit may be purchased at a reduced rate from the Division of Facilities Management at KUSM-W.

**S. Postgraduate Permit:**

Kansas license (Postgraduate Permit) is provided at no cost for PGY-1 residents.

**T. Hepatitis Vaccine:**

Hepatitis vaccine or titer is provided at no cost as requested by resident.

**U. Certificate of Completion:**

The University of Kansas will provide a Certificate-of-Satisfactory-Completion upon the satisfactory completion of a full residency program or one or more full years of an ACGME approved residency.

**V. Library:**

The George J. Farha Medical Library is located at KUSM-W and is available to residents free of charge.

Hours are:

Monday – Friday ..... 8 a.m. – 5:00 p.m.

With an access card, the library is available after hours.

### III. ■ REQUIREMENTS

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#### A. Check-in:

All residents must check in at the Medical Education Office of a hospital prior to beginning a new rotation at that hospital.

#### B. Post-employment/Pre-commencement of Duties Lab Work:

Residents are required to receive some post-employment lab work. This lab work includes, but is not limited to: PPD, tetanus, MMR, varicella titer and hepatitis surface antigen titer. Lab work connected with a resident's employment and obtained at KUSM-W Internal Medicine Clinic to meet employment requirements will be paid for by WCGME. However, any injections or immunizations received prior to employment will be reimbursed only with prior approval and arrangements. Documentation of any injections or immunizations received during residency to be included in a resident's medical file must be sent to:

Wichita Center for Graduate Medical Education – Suite 3023A  
1010 N. Kansas  
Wichita, KS 67214-3124

#### C. Professional and Personal Conduct:

Conduct consistent with the dignity of the medical profession is required of all residents in contacts with patients and their families as well as with university and hospital personnel. Residents may not accept fees from residency patients for medical services.

#### D. Kansas Licensure Registration:

WCGME residents at PGY-1 are required to obtain (temporary) Postgraduate Training Permits from the Kansas Board of Healing Arts before commencing training. The process for obtaining these permits will be coordinated by the WCGME office. The fee for the permit will be paid by WCGME.

Residents are personally responsible for obtaining & maintaining a full license if they so choose and for paying all fees connected with full licensure. Reimbursement may be requested via the resident's professional development allowance. Copies of full licenses and renewal cards must be provided to the WCGME office. Occasionally, residents are PGY-2 or above when they enter WCGME residency programs. In such cases, the WCGME office may elect to have the resident obtain a (temporary) Postgraduate Training Permit in order to ensure licensure prior to the resident's starting date. When this is the case, WCGME will be responsible for the payment of the required fee.

Approved: GMEC 11/15/07  
Approved: BOD 2/15/08

**E. USMLE Step 3 Requirements:**

All residents must submit an application for Step 3 within 30 days of eligibility in Kansas. (For example, current PGY-1 residents are eligible for full Kansas licensure after July 1, 2010, and should submit an application by July 31, 2010). Step 3 must be taken within the 90-day window assigned by the USMLE. If a resident fails Step 3, he/she must retake the exam within 4 months of notification. Exceptions must be approved by the Program Director with written notification to WCGME. The WCGME office will work in conjunction with Program Directors in scheduling the examination dates.

**Approved: WCGME Residency Committee 1/00**

**F. DEA Registration:**

All eligible WCGME residents are required to maintain current Drug Enforcement Administration registration during the entirety of their residency-training program.

Applications for DEA registration will be coordinated by the WCGME office. Initial DEA registration fee will be paid by WCGME. All renewal fees are the resident's responsibility. Reimbursement may be requested via the resident's professional development allowance.

**G. National Provider Identifier Number (NPI):**

Effective May 23, 2007, state law, K.S.A. 39, 7-121f(c), mandates that all Medicaid pharmacy claims include the prescriber's unique identification number. The State of Kansas will be requiring individual NPI numbers for all prescribers who prescribe medications to Medicaid beneficiaries. The prescriber's INDIVIDUAL NPI must be obtained and then sent to Kansas Medical Assistance Program (KMAP) for posting on website for pharmacy providers to access. Pharmacy providers will be required to process the electronic pharmacy claims with the prescriber's individual NPI (as required by state law for Medicaid beneficiaries). Prescribers will not be allowed to use the group or entity NPI because this would not allow for the required unique prescriber identification.

Though residents and fellows are not billing providers, and are not required by the federal government to have an NPI until they complete their training, the State of Kansas is requiring all providers who write prescriptions that are filled at retail pharmacies to have an NPI. For this reason, all WCGME residents and fellows will receive NPIs.

The process for obtaining the NPI number will be coordinated by the WCGME office.

**H. I.D. Badges:**

Residents will be provided with pictorial I.D. badges after certification to begin training and are required to wear them while performing resident-related responsibilities.

**I. Resident E-mail Accounts:**

All WCGME residents will be issued e-mail accounts at the beginning of their residency. If a WCGME resident was a KU medical school graduate this same account will remain with them throughout residency. E-mail is an official communication mechanism used by the WCGME organization to relay information to the residents; therefore residents must regularly check e-mail to assure they are receiving all communications. They are expected to follow all University policies outlined below to ensure that e-mail is responsibly used and managed.

<http://www2.kumc.edu/ir/operationalprotocols/email.asp>

<http://wichita.kumc.edu/nts/email.html>

**J. ACLS Certification / Recertification:**

WCGME residents must obtain ACLS certification (PALS certification for Pediatric Residents or both for Med/Peds & Family Medicine) prior to commencing training in a residency program and maintain ACLS certification throughout the entirety of their residency. The WCGME office must be provided with a copy of current ACLS certificates for inclusion in a resident's personnel file.

Registration fees for new residents participating in the course will be paid by WCGME. New residents who have become ACLS certified no more than 120 days prior to entering a residency program may be reimbursed up to \$300 for their course registration costs. Reimbursement forms can be obtained from the WCGME office.

Residents who are not successful in passing the ACLS course should immediately notify their Program Director and then contact the WCGME office to determine the next available course in which they can enroll. New residents will be permitted to retake the ACLS course during their first 30 days of residency in order to secure certification. WCGME will be responsible for registration costs of two such repeat courses.

New residents who do not secure ACLS certification during the first 30 days of residency may be placed on leave without pay for a period up to 90 days during which they may attempt to secure ACLS certification. If, at the end of this 90-day period, the resident has not satisfactorily passed an ACLS course, the resident may be terminated.

**Recertification:**

The WCGME office will notify residents of their need to recertify approximately 60 days prior to the date of the expiration of their ACLS certification. The WCGME office will provide such residents with a list of recertification courses in which they can enroll. Residents not achieving recertification within 30 days following their ACLS expiration will be placed on a leave without pay, at the discretion of the Program Director, during which time they may attempt to achieve recertification. If, at the end of this 30-day period, the resident has not achieved ACLS recertification, the resident may be terminated. If a

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resident's ACLS expires or if a course is taken less than 30 days prior to termination of employment, WCGME will not assume financial responsibility for recertification.

WCGME will reimburse residents up to \$300 of the cost of course registration (maximum of two attempts) for each required recertification. To receive reimbursement, a resident must submit an ACLS/PALS Reimbursement Form (available from the WCGME office) with a copy of the receipt for the course registration attached. WCGME will reimburse the resident within one week of receipt of the reimbursement request form.

Following completion of a recertification course, the resident is responsible for providing WCGME with a copy of his or her new ACLS certificate for inclusion in their personnel file.

**Reaffirmed: WCGME Residency Committee: 4/99**  
**WCGME Board of Directors: 4/99**  
**Approved: GMEC 11/15/07**  
**Approved: BOD 2/15/08**

**K. Notification of Incident/Exposure:**

Since residents will be serving at different hospitals during their training program, each resident will be governed by a particular facility's exposure control plan. A resident is required to follow the protocol of the hospital to which he/she is assigned if/when the incident/exposure (i.e., needle stick) occurs. All hospitals require that an incident report be completed. The hospital will send the report to the WCGME office to be documented with WCGME's Worker's Compensation Insurance Company. Initial treatment will be provided by the hospital with necessary follow up treatment by the Internal Medicine Clinic at KUSM-W. After an exposure, residents should not treat themselves or other employees involved.

Protocol for Blood-borne Pathogen Exposure for WCGME Residents at Wesley Medical Center, Via Christi - St. Francis Campus, Via Christi - St. Joseph Campus and the VA Medical Center is as follows:

**Wesley Medical Center**

- Clean and decontaminate exposed area.
- Report the incident within 2 hours to ensure rapid HIV testing of source patient; bring along a chart sticker for the source patient (or at least patient name and location).
  - a.) Page employee health nurse Monday through Friday if incident occurs between the hours of 7 a.m. and 7 p.m. (4 p.m. on Thursday).
  - b.) After hours go to the emergency department.
- Ask one of the above to assist with completing a Hospital Notification report (HNS). (A charge nurse on the unit where the incident occurred can also assist with the HNS).
- Appropriate lab procedures will be performed on resident at no charge.
- If a bill is received, contact Cindy Ainsworth, Medical Education, at 962-3361.

**Via Christi Regional Medical Center****St. Francis Campus and St. Joseph Campus**

- Clean and decontaminate exposed skin and/or mucous membranes.
- Notify Employee Health Services (EHS) immediately at 650-5570; EHS hours are 8 a.m. - 4:30 p.m.
- After EHS hours, on weekends and on holidays, page the Medical Center House Supervisors.
- You will be directed where to obtain follow-up.
- Complete the Exposure Investigation Report.
- Appropriate lab procedures will be performed, at no charge, on the resident and/or patient.
- Consider starting HIV prophylaxis with Combivir (AZT and Lamivudine) within 1-2 hours of significant exposure\*.
- \*Significant exposure is defined as a deep injury with visible blood on device causing the injury, device removed from source-patient's vein or artery, or source-patient with end-stage AIDS.
- If bill is received, contact the Medical Education office at 858-3578.

**VA Medical Center**

- Clean and decontaminate the exposed area. Notify service/unit supervisor.
- From 8 a.m. - 4:30 p.m. M-F, notify Medical Services Administrative Assistant (ext. 53940) or Surgical Service Program Assistant (ext. 53283); if after hours, have the operator page the Nursing Coordinator, who will provide the proper forms.
- Go to Triage; open 24 hours, with forms. M.D. on duty will complete his/her portion.
- VAMC will cover the cost of emergency care related to the incident.

**L. Required Annual Occupational Safety and Health Administration (OSHA) Health and Safety Training:**

Annual OSHA Health and Safety training is mandatory.

**M. Protocol when Involved in “Malpractice” Activity:**

If a resident is named as a defendant in a malpractice action, the Program Director should be notified immediately. The resident must provide the WCGME office with the original copy of the notification. WCGME is responsible for notifying the appropriate individuals at the KU Medical Center and the Kansas Health Care Stabilization Fund. A representative of either KUMC or the “fund” will contact the resident regarding the appointment of an attorney. That attorney is responsible for contacting the resident with advice concerning any action which should or should not be taken in regard to the pending malpractice suit. The resident should not contact an attorney until he or she is notified by the insurance carrier(s) (KUMC and the “fund”) regarding the attorney appointed to represent him or her.

If a resident is involved in a patient care incident that he or she suspects might lead to litigation, the WCGME office should be notified in writing so that the insurance carrier(s) can be alerted to any potential activity.

Questions or concerns about professional liability insurance coverage or actions to be taken in the event a resident is named a defendant in a suit should be directed to the Program Director or the WCGME office.

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## IV. ■ OTHER

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### A. Discrimination, Including Sexual Harassment

The Wichita Center for Graduate Medical Education is committed to providing an academic and employment environment that fosters excellence. Discrimination in any of its employment practices on the basis of race, color, sex, national origin, marital status and religion, as prohibited by federal, state and municipal law, will not be tolerated. This prohibition on discrimination applies to all aspects of employment, including, but not limited to; hiring, firing, promotion, assignment, compensation, discipline, and other terms and conditions of employment. It is the responsibility of all employees, supervisory and non-supervisory, to follow this policy and to use all efforts to further its goals.

One form of unlawful discrimination is sexual harassment. In guidelines adopted by the Equal Employment Opportunity Commission (EEOC), sexual harassment has been defined as: unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work place.

If WCGME is notified that an employee has been subjected to discrimination, including sexual harassment, by another employee or a non-employee in the work place, WCGME will investigate and take immediate and appropriate corrective action. If an employee believes that he or she has been subjected to sexual harassment, then that employee should feel free to follow the complaint procedures explained in this policy. All complaints and investigations shall remain confidential so long as confidentiality can be preserved. If an investigation shows that sexual harassment or other discrimination has occurred, corrective action will be taken immediately. Corrective action may include suspension, probation, termination or reassignment.

Sexual harassment may include the following situations:

**Unwelcome Sexual Advances:** An employee who is repeatedly propositioned by a supervisor or a co-worker trying to establish an intimate relationship.

**Coercion:** Asking an employee for a date or sexual favor with a stated or unstated understanding that a favor will be bestowed or a reprisal made regarding accepting or rejecting such offer.

**Favoritism:** Allowing intimate relationships between management and employees that may result in creating a sexual, hostile environment due to favors given or denied as a result of the relationship.

**Physical Conduct:** Unsolicited physical contact, such as touching or pinching, or unsolicited obscene or rude gestures.

**Visual Harassment:** Graffiti, pornographic pictures, or pervasive displays of nudity.

**Verbal:** Sexually suggestive statements, comments, jokes or lewd language.

Any employee who believes that he or she has been a victim of sexual harassment is encouraged to voice that concern directly by reporting any alleged discrimination to his/her Program Director and the Chief Operating Officer for WCGME. WCGME will take all action possible to see that all concerns and complaints are kept confidential. Upon receiving the complaints or concerns, WCGME will investigate the situation. The investigation may result in corrective action, which could include disciplinary action, such as suspension, probation or termination of the employee who discriminated or reassignment of the resident, if possible, if the offender is not an employee of WCGME. If the offender is associated with or employed by a participating health care provider, then WCGME will take such necessary steps as are possible to ensure that appropriate corrective action is taken with respect to that individual. If the offender is an employee, agent or member of the medical staff of a participating health care provider, WCGME will notify the CEO of the affected institution and will cooperate with the investigation and corrective action, if any is deemed necessary. It is not the intent of WCGME to discriminate or retaliate against any employee because he or she presents a complaint or concern.

This complaint procedure does not in any way waive or otherwise affect an employee's rights under federal or state laws governing discrimination.

## **B. WICHITA CENTER FOR GRADUATE MEDICAL EDUCATION, INC. GRIEVANCE PROCEDURE GUIDELINES FOR RESIDENTS**

Residents employed by the Wichita Center for Graduate Medical Education are entitled to participate in the Grievance Procedure in the event an Adverse Action concerning residency status is taken. According to the Grievance Procedure Guidelines adopted by the Board of Directors of the Wichita Center for Graduate Medical Education, and explained in the following sections, an Adverse Action occurs when (1) a resident is placed on probation, (2) WCGME elects not to renew the agreement, (3) a resident is dismissed from a residency training program, or (4) any action is taken that threatens a resident's intended career development. If any action is taken, residents are entitled to a hearing as explained in Parts IV - XIII.

The Grievance Procedure is a method by which an impartial committee reviews the facts presented during a hearing to ensure that established procedures have been followed and that the procedures achieved the goals of fairness and accuracy. The committee has the authority to affirm the action, reverse the action, impose probation or to dismiss the resident.

A resident's salary will continue, during the time they are exercising the Grievance Procedure rights, by requesting and proceeding with a hearing.

### **I. Adverse Action**

An Adverse Action occurs when a Program Director (1) places a resident on probation, (2) elects not to renew the agreement, (3) dismisses a resident from a residency training program, or (4) takes any action that threatens a resident's intended career development. The decision to place a resident on probation, non-renew the agreement, take any action that threatens a resident's intended career development, or dismiss the resident from the training program must be approved by the Department Chair and reviewed by WCGME.

The following sections explain when either probation or dismissal may occur.

#### **A. Probation - A resident may be placed on probation for any of the following reasons:**

1. Failure to obtain an unrestricted license to practice medicine in Kansas when eligibility requirements are met;
2. Failure to obtain a DEA registration number by the mid-point of his/her first year;
3. Consistent less than satisfactory or below average evaluations by the faculty;
4. Consistent and multiple complaints about interpersonal relationships with patients, peers, professional staff, support staff, or physicians with whom the resident interacts during the resident's training program;
5. Consistent delinquent episodes in the completion of medical records;
6. Failure to comply with the special requirements of the residency program (i.e. procedure documentation, research projects, conference attendance, etc.)
7. Participation in non-sanctioned activities (i.e., moonlighting) without written permission of the Program Director;
8. Violation of hospital rules or regulations; or

9. Such other cause as, in the opinion of the Program Director, makes it advisable to place the resident on probation.

A resident may be put on probation prior to initiation of or exhaustion of the hearing process. Any terms of probation shall be related to the reason for the probation and shall be set for a specific period of time. Probation may include relieving a resident of clinical responsibilities.

**B. Non-Renewal of Agreement** -WCGME may elect to non-renew a resident's agreement for any of the following reasons:

1. Failure to obtain an unrestricted license to practice medicine in Kansas when eligibility requirements are met;
2. Failure to obtain a DEA registration number by the mid-point of his/her first year;
3. Consistent less than satisfactory or below average evaluations by the faculty;
4. Failure to correct deficiencies leading to probation during the probationary period;
5. Consistent and multiple complaints about interpersonal relationships with patients, peers, professional staff, support staff, or physicians with whom the resident interacts during the resident's training program;
6. Consistent delinquent episodes in the completion of medical records;
7. Failure to comply with the special requirements of the residency program (i.e. procedure documentation, research projects, conference attendance, etc.)
8. Participation in non-sanctioned activities (i.e., moonlighting) without written permission of the Program Director;
9. Violation of hospital rules or regulations; or
10. Such other cause as, in the opinion of the Program Director, makes it advisable to decide not to renew the agreement.

**C. Dismissal** - A resident may be dismissed for any of the following reasons:

1. Failure to correct deficiencies leading to probation during the probationary period;
2. Unprofessional or dishonorable conduct or professional incompetence;
3. Conviction of a felony, as defined by the applicable state and federal laws, during the period of residency training;
4. Inability to participate in the essential functions of the Residency Training Program, with or without accommodations, due to mental or physical condition or impairment;
5. Participation in non-sanctioned activities (i.e., moonlighting) without written permission of the Program Director;

6. Violation of hospital rules or regulations; or
7. Such other cause as, in the opinion of the Program Director, makes it advisable to dismiss the resident.

A resident will be notified in writing from the program or the WCGME office of his/her dismissal thirty (30) days prior to the dismissal date but may be suspended from any participation in the program during this thirty (30) day period upon recommendation of the Program Director.

**D. Any Other Action That Threatens a Resident's Intended Career Development.**

**II. Notice of Adverse Action**

A resident against whom adverse action has been taken shall be given written notice of the intended adverse action from the Program Director or their designee. The written notice shall include a concise statement of the resident's alleged acts or omissions or other reasons for the adverse action. The notice shall be given to the resident either by sending a copy of the notice to the resident by certified mail (return receipt requested), or by hand-delivering a copy to the resident and, if possible, obtaining the resident's signed receipt for the notice. If the resident refuses to sign the hand-delivered receipt, then such refusal shall be considered as an acknowledgment of delivery and noted on the receipt.

A copy of the notice shall also be given to the Chief Operating Officer of The Wichita Center for Graduate Medical Education.

**III. Request for Hearing**

A resident shall have ten (10) weekdays following receipt of such notice to file a written request for a hearing. Such request shall be delivered to the Chief Operating Officer of the Wichita Center for Graduate Medical Education, or designee, either in person or by certified or registered mail.

**IV. Waiver by Failure to Request a Hearing**

A resident who fails to request a hearing within the time and in the manner specified waives any right to such hearing and to any review to which he/she might otherwise have been entitled.

**V. Notice of Time and Place of Hearing**

Upon the receipt of a request for a hearing, the Chief Operating Officer of the Wichita Center for Graduate Medical Education, or designee, shall appoint a Hearing Committee and shall schedule and arrange for a hearing. The hearing shall occur within seven (7) to fourteen (14) weekdays from the date of receipt of the request for hearing. At least five (5) weekdays prior to the hearing, the Chief Operating Officer of the Wichita Center for Graduate Medical Education, or designee, shall provide the resident and the Program Director notice in writing of the time, place, date and membership of the hearing committee for the hearing. The Notice of Hearing may be given in person or by certified or registered mail. If given in writing, a receipt will be signed. If either party refuses to sign the hand-delivered receipt, then such refusal shall be considered as an acknowledgment of delivery and noted on the receipt. Notice of the hearing shall also include a list of the members of the Hearing Committee.

Within two weekdays of receipt of the Notice of Hearing, either party may note their objection, if any, to any Hearing Committee member on the grounds of bias or prejudice. The objection must be explained

concisely in writing and given to the Chief Operating Officer, or designee, not later than noon on the date designated in the Notice of Hearing. The Chief Operating Officer, or designee, shall deliver the objections to the Chair of the Hearing Committee, who will have two weekdays to decide if the objection has any validity. If the Chair decides that the objection is not valid, the decision will be provided, in writing, to both parties, within two weekdays after the objection is made. The decision will be delivered in person or by certified or registered mail. If delivered in writing, a receipt will be signed. If either party refuses to sign the hand-delivered receipt, then such refusal shall be considered as an acknowledgment of delivery and noted on the receipt. If the Chair decides that the objection is valid, then the Hearing Committee member shall be removed and the Chief Operating Officer, or designee, shall appoint a substitute and provide notice of the substitution to both parties. If either party objects to the presence of the Chair, the Chief Operating Officer, or designee, shall designate another committee member to rule on the objection in the same manner as explained previously. The opportunity to object to a committee member as biased or prejudiced, and the ruling on that objection, shall not delay the scheduled hearing.

The Program Director and the resident shall exchange evidence which each intends to present at the hearing at least two (2) weekdays prior to the scheduled hearing. The evidence shall be delivered to the Chief Operating Officer no later than noon on the date designated in the Notice of Hearing, who shall then deliver it to each party. Evidence includes lists of witnesses and copies of documents or any other item that will be presented to the Hearing Committee for its consideration.

#### **VI. Statement of Charges**

The Notice of Hearing, required by the preceding section, shall contain a copy of the notice of adverse action as described in Section 2.

#### **VII. Appointment of Hearing Committee**

The Hearing Committee shall be composed of five (5) persons and shall be appointed by the Chief Operating Officer, or designee, to include: 1. Associate Dean for Graduate Medical Education, or designee, who will serve as Chair, 2. A Program Director from a non-affected residency, 3. A member of the faculty from a non-affected residency, 4. A management representative from a member of The Wichita Center for Graduate Medical Education, which may include, but not be limited to, the Medical Education Director or the Vice President for Medical Staff Affairs, and 5. A resident from a non-affected residency program. No member of the committee shall be personally involved in the controversy described in the Statement of Charges. Attorneys are not allowed to attend Grievance Procedure hearings. The Chief Operating Officer, or designee, shall be in attendance at the hearing as an impartial observer.

#### **VIII. Personal Presence**

The presence of the resident who requested the hearing shall be required. Any resident who fails, without cause, to appear and proceed, or who appears but refuses to proceed in accordance with these Grievance Procedures, at such hearing shall be deemed to have waived his/her rights in the same manner as if no request for hearing had been made.

The presence of the Program Director who initiated the proceedings giving rise to the hearing shall be required. If the Program Director fails, without cause, to appear and proceed at such hearing, the resident's position shall be adopted as if no action had been taken and any probationary terms already in place shall be removed.

**IX. Presiding Officer**

The Chair of the Hearing Committee shall be the Presiding Officer and shall act to maintain decorum and to assure that all participants in the hearing have a reasonable opportunity to present relevant oral and documentary evidence. He/she shall be responsible for enforcing and conducting the order of procedure during the hearing and shall make all rulings on matters of procedure or the admissibility of evidence. The Presiding Officer does not have a vote during deliberations unless to break a tie vote of the Hearing Committee members.

**X. Opportunity to be Heard**

Both the resident and the Program Director shall be given an equal opportunity to be heard for such amounts of time as deemed fair and reasonable by the presiding officer. The Program Director and resident shall also be given the opportunity for a brief rebuttal. The Program Director's case shall be presented first and shall be followed by the resident's response. The Program Director shall then be given an opportunity for rebuttal followed by the resident's rebuttal.

Both parties shall be present for the other side's presentation but shall not be allowed to interrupt the opposing party's presentation.

The parties will present their positions by a narrative format which can be supplemented by questions and answers.

Witnesses will be present in the hearing room only during the time of their testimony or presentation. Each party may question the other party and their witnesses. Members of the committee may question the parties and their witnesses.

Formal rules of evidence are not followed; however, parties are cautioned to avoid only hearsay evidence during their presentations.

Any evidence that each party wants the committee to consider shall be designated as an exhibit, marked with an exhibit sticker, and referred to in their presentation of the case. Any evidence that has been previously exchanged between the parties that has not been referred to by either party as an exhibit in their case shall not be considered by the Hearing Committee.

**XI. Record of Hearing**

A record of the hearing shall be kept. The Chief Operating Officer, or designee, shall select the method to be used for making the record such as a court reporter, electronic recording unit, detailed transcription or minutes of the proceedings. The deliberations of the Hearing Committee will not be recorded or transcribed. The Wichita Center for Graduate Medical Education shall pay any costs for recording the hearing, but the party which requests a transcript shall be responsible for the costs of the transcription of the hearing.

**XII. Deliberations and the Hearing Committee Report**

Deliberations of the Hearing Committee shall be scheduled by the Presiding Officer according to the Committee members' schedules. The final decision of the Hearing Committee shall be decided by a majority vote. The vote may be taken by voice or in writing.

Within five (5) weekdays after final deliberation of the hearing, the Hearing Committee shall make a written report of its findings and recommendations and shall forward them to the director of the residency program, to the resident in question and to the Chief Operating Officer, or designee. The written report may be delivered in person or by certified or registered mail. If delivered in person, a receipt will be signed. If any party refuses to sign the hand-delivered receipt, then such refusal shall be considered as an acknowledgment of delivery and noted on the receipt.

The committee may decide to:

- a. Affirm the decision of the Program Director
- b. Overrule the decision of the Program Director
- c. Set or modify the probationary status for the resident. Any probationary action which is either approved or determined by the Hearing Committee shall have a definite time limit and shall have requirements which are reasonable in light of the circumstances to which they respond. The time limit and requirements shall be in writing.
- d. Dismiss the resident, which action shall take effect on the date stated in the Notice of Adverse Action or immediately.

The decision shall be immediately effective and appropriate action shall be promptly implemented. The decision shall be final and cannot be appealed through any person or entity affiliated with the Wichita Center for Graduate Medical Education.

### **XIII. Resident Compensation**

A resident shall continue to draw his/her salary according to the agreement until completion of the Grievance Procedure. If the resident physician's recommended termination or non-renewal of agreement is upheld by the Hearing Committee, continued compensation will be made in keeping with terms of the Wichita Center for Graduate Medical Education employment agreement.

This agreement states that termination of salary and benefits will occur thirty (30) days after written notice of dismissal is provided to the resident or the date on which the due process hearing panel upholds the notice of dismissal, whichever date is later.

**Revised & Approved: WCGME Board: (4/17/01)**  
**WCGME Residency Committee: (3/02)**  
**WCGME Board of Directors: (4/02)**

### C. Medical Records:

All WCGME residents must abide by the rules and regulations established by each of the hospitals where they receive training. Adherence to the hospitals' Protocol for Hospital Medical Records is mandatory.

1. According to regulatory compliance standards, medical records must be completed by the attending physician or other physician within the specified period as follows:
  - a. All operative reports (for inpatient/outpatient procedures) shall be dictated or written by the physician who performed the procedure within 24 hours following the procedure. Residents who have not dictated the operative report within 24 hours of the procedure will not be allowed within the Wesley OR Suite and/or Delivery Suite until the report has been completed.
  - b. Procedures performed outside of the operating room should be fully described in the progress notes or by dictated report immediately following the procedure.
  - c. A history and physical examination must be dictated/written within 24 hours after a patient's admission to the hospital or within thirty (30) days prior to admission or prior to surgery with a 24 hour update describing patient's current condition.
  - d. All final diagnoses and procedures shall be present in Discharge Summary or last progress note at the time of the patient discharge from the hospital. If the diagnosis is pending (i.e., because of a test result not yet complete), the physician should document this in Discharge Summary or last progress note.
  - e. Discharge Summary must be dictated within seven days of discharge.
  - f. All physician orders shall be signed within 48 hours of order given or at the next visit.
  - g. All other deficiencies must be completed within 7 days after chart being made available.
2. Residents are expected to complete all record deficiencies prior to leaving on an out-of-town rotation, a personal or medical leave of absence/vacation, or when completing their residency training. In order to be certain all records are available for resident completion, a 24-hour advance notice is required.
  - a. It is the resident's responsibility to notify the HIM Department of scheduled absences.
3. A "delinquent episode" shall be defined as follows:
 

"A delinquent episode" shall be counted for each week that the resident's name appears on a Hospital Medical Record Delinquent List. The resident will not be charged with more than one "episode" per week (regardless of the number of hospital lists on which his/her name may appear).
4. Failure to complete the medical records or specified reports within the above time frames will result in the following:
  - a. Each Wednesday, the hospital HIM Department(s) shall prepare a list of residents who have

delinquent records and/or reports as of midnight Tuesday. This list shall be emailed to the Chief Operating Officer of the Wichita Center for Graduate Medical Education and a copy will also be distributed to all Program Directors. Each hospital will be responsible for determining their internal distribution of such lists.

- b. WCGME will monitor the delinquent episodes on a weekly basis, and after the second episode, a warning notice will be sent. Whenever a resident has three or more delinquent episodes in a revolving three-month period, the Chief Operating Officer of WCGME will notify the resident's Program Director. A copy of this note will be sent to the WCGME Advisory Committee, the Director of HIM, and the resident.
- c. If these deficiencies are not corrected within five days from the hospital's notification to WCGME, the Chief Operating Officer of WCGME or his/her designee, will make the decision regarding the imposition of an administrative action, (within the WCGME Due Process guidelines) which may include:
  1. Withholding a resident's paycheck
  2. Withdrawal of city-wide hospital clinical privilege
- d. Participating hospitals are to be notified by WCGME in advance of all pending resident terminations. Each hospital is responsible for determining whether terminating residents have medical record responsibilities at their institution. The hospital is responsible for notifying the resident regarding delinquent medical records. In the event delinquent records are not completed prior to termination, the hospital will notify the WCGME office and the resident's final paycheck may be withheld pending satisfactory completion.

**Approved: WCGME Board of Directors (4/92)**

**WCGME Residency Committee (5/92)**

**Revised/Approved WCGME Residency Committee (6/95)**

**Revised/Approved WCGME GMCC/Board Executive Committee (5/08)**

**D. WCGME Substance Abuse Policy:**

The policy of WCGME is that abuse of or addiction to alcohol or controlled substances by a physician is incompatible with the safe practice of medicine and constitutes grounds for termination of employment. However, WCGME recognizes that substance abuse and addiction are illnesses. WCGME, in its discretion, will consider several principles in the use of this policy:

1. Patient safety is WCGME's primary concern. The well being of the addicted or substance abusing resident is also a concern.
2. The privacy and dignity of affected residents are to be maintained as possible.
3. The Substance Abuse Committee (SAC), in conjunction with the Kansas Medical Society, Medical Advocacy Program (KMS-MAP), will manage individual interventions and departmental substance abuse monitoring programs.
4. While of necessity some recommendations are quite specific, others are more general, leaving room for judgment to be exercised by WCGME.
5. Recommendations may be modified as appropriate.
6. Education about physician impairment and prevention is an important part of medical education.

Substance abuse and addiction are progressive, debilitating, chronic diseases characterized by denial and prone to relapse. WCGME believes that with appropriate intervention, long-term treatment and an informed reentry process, the prognosis for continued successful recovery is good. The intent of WCGME is to aid, not to prosecute, the affected individual.

**Report Of Suspected Abuse:**

WCGME is concerned with alcohol and substance abuse problems as they affect job performance or related personal behavior impacting adversely upon the work environment. Alcohol and substance abuse problems are defined as those circumstances which contribute to or cause deteriorating job performance or related personal behavior, adversely affecting the employee's work environment. If a resident employee of WCGME is suspected of alcohol and/or substance abuse problems, then a report shall be made to the resident's Program Director. If appropriate, the resident will be removed from all clinical responsibilities until the issue is resolved. This report will be confidential.

In the event that a resident realizes he/she has a substance abuse problem, he/she may voluntarily contact the WCGME office, the Program Director, or the Impaired Physician Program at 1-800-332-0156.

**Substance Abuse Committee:**

When a report is made concerning suspected abuse problems, a Substance Abuse Committee (SAC) will be formed. The SAC will be an Ad Hoc Committee of WCGME. It will be composed of the resident's Program Director, a faculty member of another program, and a health care professional who has experience and expertise in the area of chemical dependency, to be appointed by the WCGME Chief Operating Officer or Administrative Officer.

Once a Program Director has received a report that a resident is suspected of alcohol and/or substance abuse problems, the Program Director will request the formation of the SAC by contacting the WCGME Chief Operating Officer or Administrative Officer. The SAC will serve to assist and advise the Program Director when a resident is suspected of having an alcohol and/or substance abuse problem. The SAC will plan an intervention with consultative assistance from the Kansas Medical Society-Medical Advocacy Program (KMS-MAP). The intervention will proceed rapidly and with well planned objectives. Any deliberations by the Committee or actions recommended will be carried out in strict confidence except where reporting to

other agencies is required by law or ethical standards. Where probation or termination may be recommended, it will be done in accordance with WCGME Due Process Guidelines.

### **Intervention Options:**

During an intervention, only three options will be offered to the resident, as deemed appropriate by the SAC.

**Option 1:** Agree to enroll in a treatment program approved by any consultant KMS-MAP wishes to use. Continued association with the treatment program will be contingent on successful completion of such a program and appropriate follow-up treatment as outlined below. Due to the high incidence of suicide, depression, complicated withdrawal issues and destructive alcohol and/or drug use while awaiting treatment, the resident must agree to immediate hospitalization until definitive treatment can be arranged. Salary will continue while the resident is in treatment, for up to 30 days. If a resident requests a Due Process hearing, the salary continuation provisions of that procedure will control the period of salary continuation. Health and other benefits will continue during the period of leave according to the WCGME Family and Medical Leave Policy. The use of Family Medical Leave Act leave will not result in the loss of any employment benefits that the employee earned or was entitled to before using leave. The balance of the resident's vacation and sick leave will be used first during this 30-day leave period and then leave will be provided during the remainder of the 30-day period.

**Option 2:** Agree to a complete assessment/diagnostic evaluation at an appropriate facility immediately. The SAC, in cooperation with the KMS MAP, will designate the appropriate facility/practitioner for this assessment.

**Option 3:** Resign from the Residency Program.

Residents are subject to termination if they do not comply with these options. All options and termination are reportable as required by state law.

After successful completion of all recommended aspects of treatment, the SAC will interview the resident. Based upon this interview and a review of relevant medical records, the SAC, in conjunction with KMS-MAP, will explore all aspects of the resident's return to medical practice. The resident will be placed on probation on terms recommended by the SAC and approved by the Program Director and Department Chairman in accordance with WCGME Due Process Guidelines. Written notice of the terms of probation will be given to the resident in accordance with WCGME Due Process Guidelines. Probation may include appropriate outpatient therapy, total abstinence from all "mood-altering chemicals," adherence to all applicable standards of behavior, and an appropriate monitoring program, which may include random laboratory drug screening or testing.

Specific conditions of probation may include:

1. Outpatient therapy will be continued until completed.
2. An appropriate monitoring program will be instituted.
3. Total abstinence from all mood-altering drugs will be maintained, aside from appropriately prescribed and documented medication.
4. Adherence to all applicable standards of behavior, which are appropriate for a resident physician that is employed by WCGME, will be expected.
5. If narcotics are believed to be a threat to recovery, Naltrexone may be recommended.
6. If alcohol is believed to be a threat to recovery, Antabuse may be recommended.
7. A KMS-MAP contract will be executed with KMS-MAP and the resident and adherence to its provisions is mandatory.

Residents who are recovering from substance abuse and/or addiction will be judged by their actions, not by their intentions. A list of non-permissible behaviors such as cessation of follow-up therapy and use of drugs or alcohol will be agreed upon by SAC, KMS-MAP and the resident. The SAC will oversee the development of this list. Deviation from acceptable applicable behavior will be cause for consideration of probation or termination.

Substance abuse and addiction are diseases characterized by relapse. Should a relapse occur, the Program Director may recommend termination from the Residency Program or further treatment in accordance with the terms of probation. Treatment following a relapse will be expected to intensify. Upon the recommendations of the treating agency, the KMS-MAP and the physician's therapist, the SAC will review the resident's status in the residency training program.

Financial responsibility for charges for any treatment program or assessment in excess of those covered by insurance will be the responsibility of the resident.

### **Drug Screening/Testing:**

At any time during a resident's employment, any supervising faculty member can request a urine drug screen or blood alcohol concentration from a resident if the inappropriate use of drugs or alcohol is reasonably suspected. The resident will be required to submit to such testing. The resident's Program Director will be notified of this action. Failure to do so will result in probation, including immediate suspension of all privileges and duties pending an investigation or termination. The probation and/or termination will be in accordance with WCGME Due Process Guidelines. When appropriate, the resident will be removed from all clinical responsibilities until such issues are resolved.

Such laboratory testing will be confidential. The hospital or Medical Director of the laboratory will be contacted by the supervising faculty member with instructions about the testing and will accompany the resident to the appropriate collection area. All testing results will be sent to the WCGME Chief Operating Officer or Administrative Officer, who will provide the information to the Program Director or the SAC, if one has been appointed.

Before any testing will occur, a consent form will be provided to the resident for review and signature.

In the event the test results indicate a level of alcohol or controlled substances, the Program Director or the SAC, (if one has been appointed), will have the authority upon the consent of the resident, to consult with the resident's treating physician to determine whether the positive results are based upon medically prescribed substances. In the event that the positive results are not based upon a medical prescription from the resident's treating physician, then the Program Director or the SAC, if one has been appointed, will meet with the resident as soon as possible and discuss potential action, which may include request for formation of a SAC, or, if one has already been appointed, probation or termination from the residency program.

All records relating to substance abuse treatment and medical care will be kept confidential and separated from the resident's other personnel information. The medical information will be stored in a medical file in a separate, locked cabinet. Only designated personnel will have access to this information. Any restrictions on the work or duties of the resident will be shared with the resident's Program Director as necessary. The members of the SAC will be permitted to have access to this information only for purposes of their duties in accordance with this policy. This policy is intended to complement but not supersede any substance abuse policies of WCGME hospitals.

**Approved by WCGME Board of Directors (10/18/94)**

**Consent for Drug/Alcohol Screening**

**- SAMPLE ONLY -**

I hereby consent to allow my blood and/or urine to be tested for drug/alcohol or chemical intoxicants. I hereby authorize the disclosure of the test result to WCGME representatives and agree to hold harmless all physicians, employees and agents who work or perform these services. To aid the medical director of the laboratory, designee, or representatives, I hereby give authorization to obtain any medical records with respect to any illness/injury, prescription/treatment, medical history, or consultation.

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Employee  
SS# \_\_\_\_\_  
DATE \_\_\_\_\_

**REFUSAL FOR DRUG/ALCOHOL SCREENING**

I hereby DO NOT consent to provide samples of my blood and/or urine for the purpose of testing to detect the presence of drug/alcohol or chemical intoxicants. I understand my refusal to consent to drug or alcohol testing will result in disciplinary action with respect to my employment by WCGME.

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Employee  
SS# \_\_\_\_\_  
DATE \_\_\_\_\_

Place a check mark next to all of the medications, pills, drugs or other substances you have used within the past 30 days. This information will be used to help the physician understand the results of your blood and/or urine test.

- |  |  |
|--|--|
| _____ Alcohol  | _____ Codeine  |
| _____ Anti-Anxiety Rx<br>(e.g., Valium, Librium)                                   | _____ Cold Remedies, Antihistamines,<br>Decongestants          |
| _____ Anti-Convulsant/Epilepsy or<br>Seizure Rx (e.g., Dilantin,<br>Phenobarbital) | _____ Cough Remedies (e.g., Tussines)                          |
| _____ Anti-Depressants (mood<br>elevators)(e.g., Elavil, Imipramine)               | _____ Diet Pills   |
| _____ Antibiotics (e.g., Penicillin,<br>Erythromycin, Tetracycline)                | _____ Diuretics (water pills)                                  |
| _____ Anti-inflammatory Drug (e.g.,<br>Advil, Motrin, Ibuprofen)                   | _____ Methadone  |
| _____ Asthma, Lung Medications (e.g.,<br>Prednisone, Aminophylline)                | _____ Morphine   |
| _____ Barbiturates   | _____ Muscle Relaxants (e.g., Valium,<br>Norflex, Flexeril)    |
| _____ Blood Pressure Medications<br>(e.g., Hctz, Inderal)                          | _____ Pain Rx (e.g., Darvon, Codeine,<br>Tylenol 3)            |
|  | _____ Quaaludes  |
|  | _____ Sleeping Pills, Sedatives<br>(e.g., Seconal, Meproamate) |
|  | _____ Tranquilizers (e.g., Valium, Librium)                    |
|  | _____ Others not listed above                                  |
|  | _____  |
|  | _____  |

**Drug Screen Verification**

**- SAMPLE ONLY -**

Name \_\_\_\_\_

Date \_\_\_\_\_

Type of Test \_\_\_\_\_

Date of Test \_\_\_\_\_

Result \_\_\_\_\_

Date Received \_\_\_\_\_

Relevant Medical History \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prescription(s) \_\_\_\_\_

Date \_\_\_\_\_

Prescribing Physician \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_ Rx verified (Rx brought in/physician comment/letter from physician)

\_\_\_\_\_ Rx not verified

Test results verified:

\_\_\_\_\_ Positive

\_\_\_\_\_ Negative

\_\_\_\_\_  
Reviewing Physician

\_\_\_\_\_  
DATE

**E. Employee Relations:**

It is not possible that this employee manual will anticipate every circumstance or question about policies in effect for WCGME employees. During the course of your employment as a resident, you may have questions about certain policies and procedures, which are not answered by this manual. You are strongly encouraged to deal openly and directly with WCGME staff to receive answers to your questions or complaints.

WCGME IS AN EQUAL OPPORTUNITY EMPLOYER.

**F. WCGME Protocol for Residents Terminating or Transferring Residencies**

When a resident plans to terminate their contract with WCGME or to change to another WCGME residency program the protocol is as follows:

1. The resident should be counseled regarding the clause in the WCGME contract stating that a 30-day written notice is required to terminate their contract. This is required for changing programs within WCGME as well as terminating employment with WCGME.
2. The resident should send a written notice of termination or program change to both WCGME and to their Program Director. This letter should be received at least 30-days prior to the effective date of termination.
3. The Program Director should acknowledge the resident's termination letter in writing to the resident and forward a copy to WCGME.
4. If a resident is transferring programs, the two affected Program Directors should discuss this transfer prior to the resident being offered a contract.
5. The Program Director offering a contract must send a letter to WCGME authorizing WCGME to extend a contract stating the length of the contract and PGY-level of the individual.

**G. Restrictive Covenants**

Residents are not required to sign a noncompetition guarantee.

## **H. WICHITA CENTER FOR GRADUATE MEDICAL EDUCATION, INC. FAMILY AND MEDICAL LEAVE POLICY**

As required by law, an employee may request time off without pay for a limited period with job protection and no loss of accumulated service if the employee returns to work. This leave will follow the provisions of the Family and Medical Leave Act of 1993 (FMLA) as amended by the National Defense Authorization Act of 2008 (NDAA).

### **1. CIRCUMSTANCES:**

Eligible employees are entitled to time off from work for the following circumstances:

- On the birth of an employee's child and to care for a newborn child;
- On the placement of a child for adoption or foster care with an employee;
- When an employee is needed to care for a child, spouse, or parent who has a serious health condition;
- When an employee is unable to work at all or is unable to perform at least one of the essential functions of his or her position because of the employee's own serious health condition;
- Any qualifying contingency arising out of the fact that the spouse or a son, daughter, or parent of an employee is a covered military member on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation; or,
- To care for a covered service member if the employee is a spouse, child, parent or next of kin of a covered service member with a "serious injury or illness" incurred in the line of duty on active duty.

### **2. SCOPE:**

This policy applies to all family and medical leaves of absence except for leaves that are covered under paid employment benefit plans or policies for any part of the 12 weeks' leave to which the employee may be entitled under this policy. In other words, if an employee is entitled to both FMLA leave and paid leave under another benefit plan or policy, then the employee must take the paid leave first.

### **3. ELIGIBILITY:**

To be eligible for leave under this policy, an employee must have been employed here for at least 12 months and must have worked at least 1,250 hours during the 12-month period preceding the beginning of the leave.

### **4. DEFINITIONS:**

For purposes of this policy, the following definitions apply:

## A. Child:

1. Biological, adopted, step or foster child of the employee; or,
2. Legal ward of the employee; or,
3. A child for whom the employee stands in loco parentis (is a substitute parent).

The child must be under 18 years of age and unmarried, or age 18 and over, but incapable of self-care due to a temporary or permanent mental or physical disability.

## B. Spouse: The husband or wife of the employee, including a common law spouse.

## C. Parent:

1. Biological, adoptive, step or foster father or mother of the employee; or,
2. An individual who stood in loco parentis (as a substitute parent) for the employee when the employee was a child.

## D. Next of Kin: The nearest blood relative other than the covered service member's spouse, parent, or child in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

## E. Covered Service Member: A current member of the Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

## F. Serious Health Condition:

1. An illness, injury, impairment or physical or mental condition that prevents the employee from working at all or makes the employee unable to perform any one of the essential functions of his/her job and involves inpatient care or continuing treatment by a health care provider; or
2. A medical condition of a spouse, child, or parent in which the employee is "needed to care for" the family member who has a serious health condition.

For purposes of this type of leave, the following conditions must be satisfied:

1. Overnight inpatient care in a hospital, hospice or residential medical care facility including any period of incapacity (i.e. inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom) or any subsequent treatment in connection with the inpatient care; or
2. Continuing treatment by a health care provider for serious health condition involving a period of incapacity of more than three consecutive full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves treatment two or more times within 30 days of the first day of incapacity per year by a health care provider, treatment by a health care provider on at least one occasion and a regimen of continuing treatment; or
3. Incapacity due to pregnancy or for prenatal care; or

4. Chronic conditions which include any period of incapacity or treatment for such incapacity due to a chronic serious condition. A “chronic serious health condition” is one which requires periodic visits, at least twice a year, for treatment by a health care provider or a nurse under direct supervision of a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity; or,
  5. A period of incapacity due to permanent or long-term condition for which treatment may not be effective; or
  6. Any period of absence to receive multiple treatments by a health care provider for restorative surgery after an accident or injury or a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment.
- G. **Serious Injury or Illness:** One that was incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his/her office, grade, rank, or rating.
- H. **Military Caregiver Leave or Covered Service Member Leave:** Job-protected leave to care for a covered service member with a serious illness or injury.
- I. **Qualifying Exigency Leave:** Leave to manage the affairs when the covered service member is on active duty status or called to active duty status with the National Guard or Reserves but not the Regular Armed Forces in support of contingency operation, to include, but not limited to: (1) short-notice deployment; (2) military events and related activities; (3) child care and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) additional activities not encompassed in the other categories but agreed to by the employer and employee.
- J. **Single 12 month period:** As it relates to only the Military Caregiver Leave or Covered Service Member Leave, the single 12 month period during which this leave can be taken begins on the first day the employee takes this leave and ends 12 months later, regardless of the 12 month period established by WCGME for determining the amount of time available for other types of FML. For these types of leave, the employee is limited to a combined total of 26 workweeks of leave for any FML-qualifying reason during this “single 12 month period” with only 12 of the 26 weeks of allowed leave to be used for a FML-qualifying reason other than to care for a covered service member.
- K. **Confidentiality:** An employee’s medical condition is confidential. However, the COO of WCGME and the employee’s Program Director may be informed about any necessary restrictions on the work or duties of the employee and about necessary accommodations.

## **5. NOTIFICATION AND REPORTING REQUIREMENT:**

- A. For foreseeable leave for an employee’s own serious health condition or a family member’s serious health condition or to care for a planned medical treatment for a serious injury or illness of a covered servicemember, the application must be submitted to WCGME at least 30 days before the date the leave is to begin. If 30 days advance notice is not practicable, the employee must provide notice as soon as practicable.

- B. Application for emergency (unforeseeable) leave for a qualifying reason must be made as soon as practicable to WCGME via phone, fax or in person by the employee, or if the employee is medically unable to apply, application can be made by his or her representative.
- C. Notice of the need for foreseeable leave due to a qualifying exigency must be provided by the employee as soon as practicable.
- D. For purposes of the notice required by an employee for leave, the term “as soon as practicable” will be based on the facts and circumstances of each situation, however, the notice must be provided by the same day the employee learns of the need for leave or by the next business day. The Residency Program’s call in procedures to report an absence remains in effect and must be followed by employees.
- E. The employee or his/her representative must provide the following information:
  - 1. For a leave to care for a newborn child, documentation sufficient to evidence the birth of the child during the 12 months immediately preceding the date the requested leave is to begin;
  - 2. For a leave to care for an adopted or foster child, documentation sufficient to evidence the placement of the child with the employee during the 12 months immediately preceding the date requested leave is to begin;
  - 3. For a leave necessitated by the employee’s own serious health condition or to care for a child, parent or spouse who has a serious health condition, written certification (on the Certification of Health Care Provider FMLA Physician’s Report provided by WCGME) from the health care provider of the individual with the serious health condition. WCGME reserves the right to request, at its expense, a second opinion at any time from a health care provider of its choice regarding the employee’s or the family member’s serious health condition.
  - 4. For a leave to a qualifying exigency, a copy of the military member’s active duty orders and certification with appropriate facts concerning the particular exigency, including contact information if the leave involves a meeting with a third party.
  - 5. For a leave to care for a service member with a serious injury or illness, written certification by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the family.
  - 6. Second and third opinions and recertification are not permitted for Military Caregiver Leave or Exigency Leave.
  - 7. For leaves for the employee’s own serious health condition or the serious health condition of the employee’s covered family member that last more than one year, WCGME may request new medical certifications.
  - 8. Other information that WCGME may reasonably require.
- F. A foreseeable leave will be subject to conditional approval upon submission of a completed leave application subject to verification of eligibility requirements, timely receipt (defined as 30 days) of any documentation requested and determination that such documentation is sufficient. Upon verification and receipt of requested, sufficient documentation, WCGME will notify the employee of

final approval of the leave. If the employee does not receive final approval, WCGME will notify the employee of denial of the leave and reason for the denial. **It is the employee's responsibility to follow-up** with WCGME regarding approval or denial of the leave in the event the employee does not receive any notification from WCGME.

- G. Only a health care provider or WCGME's COO may be used to authenticate or clarify medical certification or serious injury or illness or an ITO or ITA. For Qualifying Exigency Leave, WCGME's COO may contact the individual or entity named in the certification to verify the existence and nature of the meeting. If clarification is needed, WCGME's COO should first notify the employee and give him or her a reasonable opportunity to correct the deficiency, defined as at least seven calendar days unless that is not practicable despite the employee's diligent good faith efforts.
- H. Unforeseeable leaves will be conditionally approved at the time of the emergency request, subject to verification of eligibility requirements. Final approval will be determined by WCGME's COO following verification of eligibility requirements and timely receipt of sufficient documentation describing the emergency condition and the necessity for leave. Notification of final approval or denial will be given to the employee or his/her representative, via WCGME's COO.
- I. Failure to provide necessary documents in a timely manner may result in postponement, denial or termination of a leave. If medical certification or a fitness for duty certificate is not timely provided by the employee or not produced at all, leave can be delayed or denied or job restoration benefits can be delayed.

## 6. LEAVE ALLOWANCE:

Employees are entitled to the following leave allowances:

- A. For FML, a maximum of twelve (12) workweeks of leave in a 12-month period, measured backward from the date the requested leave is to begin, subject to the restrictions set forth below;
- B. When both spouses are employed by WCGME:
  - 1. The leave available for the birth or care for newborn, or placement of a child for adoption or foster care or leave available to care for a serious health condition of a parent (not a parent-in-law) will be limited to 12 workweeks between the employees collectively. In this situation the employee with the greater seniority will have first choice as to the amount of leave she or he will take, and the balance will be available for the other spouse, if eligible.
  - 2. The leave available for a serious health condition of the employee, his/her child, or spouse, will be 12 workweeks less his/her individual portion of any leave taken above.
  - 3. In no event will either employee be entitled to more than 12 workweeks of leave in a 12 month period, measured backward from the date the requested leave is to begin, for all FML circumstances combined.
- C. For a Qualifying Exigency, a maximum of twelve (12) workweeks of leave in a 12-month period, as measured according to Section 4 (J).

- D. For Military Caregiver Leave, a maximum of twenty-six (26) workweeks of leave in a single 12-month period as defined in Section 4 (J).
- E. Intermittent or Reduced Leave Schedule may be taken for a serious health condition of a parent or child, for the employee's own serious health condition, including prenatal examinations, or for periods of severe morning sickness, a serious injury or illness of a covered servicemember which requires treatment by a health care provider periodically or for a qualifying exigency. When leave is taken after the birth of a healthy child or placement with the employee of a healthy child for adoption or foster care, intermittent or reduced schedule leave may only be taken if the WCGME COO agrees.

If intermittent or reduced leave is required, WCGME may require the employee to transfer temporarily to a part-time schedule or an alternative position that better accommodates recurring absences. The alternative position will have equivalent pay and benefits. The scheduling of an intermittent or reduced leave schedule will not be allowed for any time less than the shortest increment to record hours worked on the payroll.

## **7. SCHEDULING OF LEAVES:**

Leaves are subject to the following scheduling requirements;

- A. A leave for the birth or care for a newborn child must be taken and concluded during 12-month period following the date of the child's birth. An expectant mother may take leave before the birth for prenatal care or if her condition makes her unable to work.
- B. A leave to care for an adopted or foster child must be taken and concluded during the 12-month period following the date the child is placed with the employee, unless an absence from work is required for the placement to proceed (e.g. required counseling sessions, appearances in court, consultations with an attorney or with the physician representing the birth parent, etc.).
- C. A leave to care for a newborn, adopted or foster child must be taken on a continuous basis.
- D. A leave occasioned by the employee's own serious health condition or to care for a child, spouse or parent who has a serious health condition must be taken on a continuous basis unless it is medically necessary to take such leave on an intermittent basis (non-continuous) or reduced leave basis (reduction in the employee's usual number of hours per workweek or hours per workday), in which case the leave must be supported by certification from the health care provider of the individual with the serious health condition.
- E. If an intermittent or reduced leave schedule is requested for a purpose set forth above in paragraph D and is because of foreseeable and planned medical treatment, WCGME may require the employee to temporarily transfer to an available alternative position for which the employee is qualified, provided such position has equivalent pay and benefits and better accommodates recurring periods of absences than the employee's regular job.

## **8. LEAVE-COMPENSATED OR UNCOMPENSATED:**

Employees are required to use their available vacation time during the 12-week family leave period, and available sick days will be used when family leave is taken because of serious health conditions. NOTE: That portion of the family leave of absence which is vacation time and/or sick days will be with pay

according to WCGME's policies regarding vacation time and sick days. The employee will be notified in writing that the vacation time and sick days will be counted towards the 12 weeks of family leave. If written notice is not given to the employee by the date of expiration of the leave, the leave will not be counted toward the employee's available 12 weeks of family leave.

Any leave may be automatically converted to unpaid status if the employee fails to provide the WCGME requested documentation related to the leave.

## **9. STATUS OF EMPLOYEE BENEFITS DURING LEAVE OF ABSENCE:**

### Health Insurance.

Group health insurance care coverage will continue for employees on leave as if they were still working. WCGME will continue to provide health insurance at its cost.

## **10. RETURN TO WORK:**

Employees who have taken FML are subject to the following reinstatement conditions:

- A. An employee whose leave is for a reason other than his/her own serious health condition will be restored to his/her previous job and rate of pay or an equivalent job if he/she returns to work upon expiration of the approved leave period.
- B. An employee whose leave is occasioned by his/her own serious health condition that required an absence of five working days or more, will not be allowed to return to work unless he/she provides WCGME with adequate documentation from his/her health care provider that he/she is able to return to work (with or without restrictions). A Fitness-for Duty Certificate from the employee's health care provider must certify that the employee is able to resume work and specifically address the employee's ability to perform the essential functions of the employee's job. The health care provider will be provided with the Fitness-for Duty Certificate together with a copy of the employee's job description. The employee will be responsible for getting these forms to his/her health care provider. The employee will be responsible for the cost of the certification unless this requirement is prohibited by another state or federal law. The employee will not be entitled to be paid for the time or travel costs spent in acquiring the certification. The form is available from the WCGME office.
  1. Without restrictions: he/she will be restored to his/her previous job and rate of pay or an equivalent job if he/she returns to work upon expiration of the approved leave period.
  2. With restrictions: he/she will follow restrictions provided in the doctor's certification. WCGME will try to accommodate the employee by reviewing existing open positions. He or she must be able to perform the essential functions of a position for job placement.
- C. Failure to comply with these conditions will result in the postponement or denial of reinstatement.

## 11. PROCEDURES:

### Request Form

A request for Family and Medical Leave of Absence form must be filled out in duplicate by the employee. This form must be completed in detail, signed by the employee, submitted to the Program Director for proper approvals, and forwarded to the Chief Operating Officer. The forms are available from the Chief Operating Officer. It is the employee's responsibility to obtain the forms. If possible, the forms should be submitted 30 days before the effective date of the leave.

### Notification of Eligibility and Employee's Rights and Responsibilities

The employee will be notified of his/her eligibility for leave within five (5) business days of WCGME's receipt of the request or its knowledge that the leave may qualify under this policy. This notice will include the employee's requirement to substitute paid leave and the amount of time leave will be paid under other WCGME policies. The requirements of recertification and Fitness-for Duty Certificates upon return from leave and other information is required to be included in this notice.

### Periodic Recertification/Intention to Return to Work/Return to Work

WCGME may require an employee on FML leave to report periodically on his/her status and the intention of the employee to return to work, and also periodic recertification of the medical condition only if leave is taken for the employee's own serious health condition. These requests will be made by WCGME in writing to the employee and mailed to the employee at his/her last known address.

An employee taking leave due to the employee's serious health condition will be required to obtain certification that the employee is able to resume work prior to the return from any FML leave.

Employees who return to work from family leave of absence within or on the business day following the expiration of the 12 weeks are entitled to return to their job or the equivalent position without loss of benefits or pay.

*All forms referenced in this policy are available in the WCGME office.*

## **I. WCGME POLICY FOR CLOSURE OF RESIDENCY**

In the event that the WCGME Board of Directors chooses to close a residency program, the following must occur except under dire financial circumstances:

1. The WCGME Board of Directors or Executive Committee will notify the Program Director at least 1 year in advance of a closure of a program.
2. Residents under contract will be informed of the decision to close their residency as early as possible.
3. Residents under contract will be allowed to complete their program if they continue to meet the requirements for advancement and graduation.
4. WCGME institutions will provide the Program Director with the necessary resources to graduate residents under contract. Residents under contract will be informed of the decision to reduce the number of residents in a program as early as possible once the decision is made.
5. If a resident in the program desires to transfer to another residency program, faculty will assist in finding a new program. Should the resident find another program, he/she will be released from his/her contract with a 30-day written notice.

**WCGME Board Approved: 2/22/01**  
**Revised/Approved: GMEC (11/05)**  
**Approved WCGME Board of Directors (2/06)**

## **J. WCGME POLICY FOR REDUCTION OF RESIDENCY**

In the event that the WCGME Board of Directors chooses to reduce the number of residents in a program, the following must occur except under dire financial circumstances:

1. Prior to Board action, the Board of Directors or Executive Committee will discuss and consider the impact a reduction of resident numbers will have on services provided by the residency with the Program Director.
2. The WCGME Board of Directors or Executive Committee will notify the Program Director of the decision to reduce the number of residents in their program at least 9 months prior to the NRMP Match.
3. Residents under contract will be informed of the decision to reduce the number of residents in a program as early as possible once the decision is made.
4. Residents under contract will be allowed to complete their program if they continue to meet the requirements for advancement and graduation.
5. WCGME institutions will provide the Program Director with the necessary resources to graduate residents under contract.
6. Changes in services provided by the residents that occur as a result of a reduction are at the discretion of the Program Director.

**WCGME Board Approved: 2/22/01**  
**Revised/Approved: GMEC (11/05)**  
**Approved WCGME Board of Directors (2/06)**

**K. WCGME POLICY ON INTELLECTUAL PROPERTY**

A resident performs services as directed by and on behalf of the WCGME member to which the resident is assigned. As such, the resident is subject to all policies of the applicable WCGME member, including without limitation, any policy concerning protection of trade secrets and/or proprietary information of the WCGME member. In the event of a conflict between the terms of a WCGME policy and a policy of a WCGME member, the terms of the WCGME member's policy shall control.

If, at any time during the residency tenure, a resident is involved with the creation or development of a Discovery arising out of or in connection with the resident's association, of any kind or nature, with a WCGME member, the resident shall be, at all times, subject to the applicable WCGME member's policy covering patents and/or copyrights of proprietary information and/or trade secrets, if any such policy now exists or is established in the future. The WCGME member's policy may also require a resident to assign all of the resident's rights in a Discovery to the WCGME member. Except as provided in such policy of the WCGME member and subject to the provisions of K.S.A. §44-130, a resident is entitled to pursue the resident's Discovery as the resident determines. WCGME waives any and all rights, of any kind or nature, it may have in and to any Discovery whether created or developed by a resident or a WCGME member.

Discovery is defined to include without limitation, any and all information, suggestions, ideas, inventions, experiments, innovations, formulas, "know-how," processes, machines, manufactures, composition of matter or design, devices, computer software program, any variety of plant, or any new or useful improvement thereon or derivative thereof, whether or not patentable or capable of copyright protection.

**Approved WCGME Board of Directors (1/27/98)**

**L. COUNSELING SERVICES**

If at any time you need help or have questions...

**RESOURCES FOR EMPLOYEE ASSISTANCE PROGRAMS (EAP)  
FOR RESIDENTS AND THEIR DEPENDENTS**

1. Wichita Center for Graduate Medical Education (WCGME)  
293-2665
2. Kansas Medical Society  
1-800-332-0156
3. Via Christi Health System Access/EAP  
Office: 946-5060  
Fax: 946-5065
4. Russell Scheffer, M.D., Program Chair – Psychiatry  
293-2669

## M. DISASTER PLAN

### Disaster Plan for the Wichita Center for Graduate Medical Education

The ACGME defines a disaster as an event or set of events causing significant alteration to the residency/fellowship experience at one or more residency/fellowship programs. This policy is designed to describe the protocol for handling such an event that affects the residency and fellowship programs under the purview of the Wichita Center for Graduate Medical Education (WCGME). The goal of this policy is to minimize the impact of such a situation on the training of the residents and to protect their well-being, safety and educational experience.

This policy is in addition to emergency preparedness or emergency management plans in effect for the University of Kansas School of Medicine-Wichita and the Wesley and Via Christi medical systems. This policy applies to all residents and fellows associated with WCGME.

### RESPONSIBILITY

The Associate Dean for Graduate Medical Education, also known as the Designated Institutional Official (DIO) along with the residency and fellowship Program Directors are responsible for ensuring that all procedures are followed.

### PROCEDURE

#### A. PREPARATION

1. All residency programs and fellowships must maintain up-to-date personal contact information for faculty, staff, residents and fellows at all times.
2. All residency programs and fellowships must prepare a phone tree for use in emergencies or disasters. This must include program faculty, staff, residents and other individuals determined by the Program Directors or the DIO to be necessary to maintain appropriate lines of communication. This phone tree must be distributed to faculty, staff, residents and other individuals involved, including the DIO, as soon as possible after the start of the program year, but no later than July 15 of each year.

#### B. RESPONSE

##### PERSONAL SAFETY

1. In the immediate aftermath of a disaster, program faculty, staff and residents are expected to attend to personal and family safety and then render humanitarian assistance where necessary. In the case of anticipated disasters, residents who are not designated in one of the clinical sites' emergency staffing plans should secure their property and prepare to evacuate should the order come.
2. Personnel who are displaced out of town should contact their program directors and reestablish communication as soon as possible

### PROGRAM CONTINUITY

1. Following the declaration of a disaster, the DIO, working with the GMCEC and other leadership, will establish a central point of operations from which to manage the disaster response. It is anticipated that this will be the WCGME offices. Should the WCGME offices be unavailable an appropriate alternative will be determined.

2. The DIO and GMEC will determine whether existing educational and training programs can continue with or without restructuring at their home facilities or whether temporary or permanent transfer of residents to other facilities or programs is necessary and appropriate. The DIO will work through the ACGME if transfers are deemed necessary.
  - A. Temporary transfers are those which may encompass one or more rotations for a resident or fellow but will not be for the duration of the remainder of the resident's or fellow's training except in some cases for personnel in the final year of their training. Residents and fellows participating in temporary transfers will remain WCGME employees and receive paychecks from WCGME.
  - B. Permanent transfers are those in which residents or fellows leave their current program and finish their residency or fellowship training at another institution. In such cases, the resident(s) or fellow(s) permanently transferring are no longer WCGME employees and will not receive further paychecks from WCGME. Permanent transfers will only be negotiated if, in the opinion of the DIO and the concerned Program Director, the residency program will not be able to resume functioning at an educationally appropriate level in a time period which will not unduly, adversely affect the resident.
3. The DIO will ensure that financial and administrative support of all programs and residents will continue for the duration of the emergency. Since residents are paid by electronic direct deposit, it is not anticipated that any interruption will occur.
4. The DIO will notify ACGME within 30 days of all structural changes that have been instituted as a result of the disaster. In addition to a description of the changes, the DIO's report will include anticipated durations for any changes as well as anticipated effects on residents, fellows and their training.

**Approved WCGME GMEC: (1/8/09)**

## **N. WICHITA CENTER FOR GRADUATE MEDICAL EDUCATION RESIDENT JOB DESCRIPTION**

### **POSITION SUMMARY:**

The position of house staff physician involves a combination of supervised, progressively more complex and independent patient evaluation and management functions, formal educational and research activities. Provision of care provided by the house staff physician is commensurate with the physician's level of advancement and competence, under the general supervision of appropriately privileged attending teaching staff.

### **POSITION DUTIES:**

The house staff physician:

- Participates in safe, effective and compassionate patient care;
- Demonstrates an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education;
- Applies cost containment measures in the provision of patient care;
- Participates in the educational activities of the training program, and, as appropriate, assumes responsibility for teaching and supervising other residents and students;
- Participates in research activities as required by Program;
- Participates in institutional committees and councils as assigned;
- Maintains certification (ACLS, PALS, ATLS, etc.) as required by Program;
- Maintains current state licensure as required by WCGME;
- Performs duties in accordance with the established practices, procedures, and policies of residency programs, WCGME and participating institutions.

### **QUALIFICATIONS:**

The house staff physician meets the qualifications for resident eligibility outlined in the Essentials of Accredited Residencies in Graduate Medical Education in the *AMA Graduate Medical Education Directory*.

## **O. DEFERMENTS AND VERIFICATION OF EMPLOYMENT**

### **DEFERMENTS**

**All deferments needing an official signature should be sent to WCGME for processing.**

1. Please allow ten days for processing a deferment.
2. A copy of the completed form is kept in your file.
3. Your residency can only be verified from the date you began your program through the end of your current contract year.
4. Your signature **MUST** be on the deferment form.
5. **DO NOT** complete the question asking the name of the hospital where your residency is located.
6. We will forward the deferment if an address is provided. A self-addressed, stamped envelope is helpful and appreciated.

### **VERIFICATION OF EMPLOYMENT**

Requests for verification of employment or participation in a residency program should be directed to the WCGME office.

## **P. VISITING RESIDENTS**

All visiting resident rotations must be coordinated through WCGME to assure all necessary paperwork is completed. WCGME requires a 60-day notice on all visiting resident rotations. However, if the Kansas Board of Healing Arts is unable to issue a license number by the date the visiting resident is to start the rotation, the rotation will be delayed until a license is obtained.

**V. ■ STAFF**

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**WCGME**

Penny L. Vogelsang ----- Chief Operating Officer

Pat Buckles ----- Coordinator

Robyn Case ----- Accountant

Ellen Ferman ----- Coordinator

Amanda May ----- Coordinator

Kara Visokey ----- Coordinator

**University**

Donald R. Brada, M.D. ----- Associate Dean for Graduate Medical Education



**UNIVERSITY OF KANSAS SCHOOL  
OF MEDICINE - WICHITA**

**GRADUATE MEDICAL EDUCATION POLICIES**



## University of Kansas School of Medicine - Wichita

**Designated Institutional Official Responsibilities**

The University of Kansas School of Medicine Wichita supports the ACGME statement regarding the responsibilities of the Designated Institutional Official (DIO). The WCGME Residency Committee and the DIO or designee must review all program information forms and any correspondence or document submitted to the ACGME by a Program Director that either addresses program citations or requests changes in the program that would have significant impact on the program, the University or affiliated hospitals including but not limited to:

- 1) all applications for ACGME accreditation of new programs and subspecialties;
- 2) changes in resident complement;
- 3) major changes in program structure or length of training;
- 4) additions and deletions of participating institutions used in a program;
- 5) appointments of new Program Directors;
- 6) progress reports requested by any Review Committee;
- 7) responses to all proposed adverse actions;
- 8) requests for increases or any change in resident duty hours;
- 9) requests for “inactive status” or to reactivate a program;
- 10) voluntary withdrawals of ACGME-accredited program;
- 11) requests for an appeal of adverse actions; and, written appeal presentations to the ACGME.
- 12) appeal presentations to a Board of Appeal or the ACGME.

Any ACGME correspondence requiring review must be sent to the DIO at least two (2) weeks prior to submission to the ACGME.

**Approved: GMEC 6/04**  
**Revised GMEC: 4/13/06**

University of Kansas School of Medicine - Wichita G.M.E. Policies

University of Kansas School of Medicine-Wichita

**Resident Duty Hour Policy**

The University of Kansas School of Medicine Wichita supports the ACGME Duty Hour Requirements. The following duty hour standards will apply to all University of Kansas School of Medicine - Wichita sponsored residency programs. They are as follows:

1. An 80-hour weekly limit averaged over four weeks.
2. An adequate rest period of 10 hours of rest between duty periods.
3. A 24-hour limit on continuous duty, with up to six added hours for continuity of care and education.
4. One day in seven free from patient care and educational obligations, averaged over four weeks.
5. In-house call no more than once every three nights, averaged over four weeks.

Note some specialties have more restrictive standards, reflecting patient care and educational demands. Under these circumstances the more restrictive standards will apply.

**Approved: 11/03**

## University of Kansas School of Medicine – Wichita

**Evaluation, Promotion and Completion Policy****Evaluation**

The University of Kansas School of Medicine-Wichita residents will be evaluated by their supervisors utilizing program specific evaluation forms. The Program Director or designee will meet at least every 6 months with individual residents to provide performance feedback. A written summary of this performance feedback will be maintained in the residency program file.

Based upon written evaluations and other factors deemed appropriate by the Program Director, a decision regarding non-renewal of agreement should be made at least 4 months prior to the expiration of a resident agreement. Decisions about promotion should be made at least 2 months prior to the expiration of a resident agreement.

Upon completion of residency training the Program Director is required to prepare a written final evaluation for each resident. The evaluation must include a review of the resident's performance during the final period of training and should verify whether or not the resident has successfully completed the requirements of the program. The final evaluation should be part of the resident's permanent record maintained by the program.

**Promotion**

After satisfactory completion of each year of GME experience, as attested to by the Program Director and the program promotion committee, a resident in good standing may be promoted to the next year of their program subject to the terms, limitations and conditions described in this document and the Resident Agreement. The decision to promote is expressly contingent upon several factors, including but not limited to:

1. Satisfactory completion of residency requirements
2. Full compliance with the terms of the Resident Agreement
3. The continuation of the Program's accreditation by the ACGME
4. The availability of a position

**Completion**

Upon satisfactory completion of the program as determined by the program director and the program promotion committee, the resident will receive a certificate of completion from the University of Kansas School of Medicine. A final evaluation summary should also be included in the resident's file which states that the Program Director and/or Program Promotion Committee deems that the resident has "sufficient professional ability to practice competently and independently."

**Rev. GMEC 9/01**  
**GMEC 6/04**

University of Kansas School of Medicine-Wichita

**Moonlighting & Locum Tenens Policy**

Residents are not required to engage in moonlighting or locum tenens activities; however, if a resident desires to engage in moonlighting or locum tenens activities the following guidelines must be followed. Moonlighting and locum tenens must never interfere with regular resident responsibilities. Moonlighting residents are expected to be present (and appropriately rested) in their educational setting during all prescribed hours. Moonlighting and locum tenens must never occur without advance written permission of a resident's Program Director. The resident's performance will be monitored by the Program Director for the effect of these activities upon residency performance.

**Moonlighting:**

Residents may be granted permission to moonlight only if they have obtained full licensure from the Kansas State Board of Healing Arts and have their own individual DEA registration number. Program Directors, acting as agents of the Dean and the university, will establish policies governing moonlighting activities for their residents that are in compliance with university and Residency Review Committee guidelines. These policies establish the maximum number of hours that a resident will be permitted to moonlight per week, month and year. Policies and procedures for requesting and granting permission for moonlighting are the responsibility of each Residency Program and its Program Director and/or Departmental Chairman. A copy of the letter approval form for moonlighting and locum tenens must be kept in the resident's program file.

KUSM-W residents are provided professional liability insurance via a State of Kansas self-insurance program. This insurance (occurrence type with tail and with the following limits: basic coverage \$200,000/600,000; excess coverage \$800,000/2,400,000) covers residency-related acts performed under the supervision of a member of the residency teaching staff and approved locum tenens, but DOES NOT cover moonlighting activities. Additional occurrence type insurance, with limits of coverage not less than those provided via the state plan, must be arranged to cover moonlighting activities. Such insurance may be purchased by the resident or may be arranged by another individual/agency (i.e., the moonlighting employer). If the resident is not personally responsible for purchasing the additional coverage, he/she must request a certificate of insurance to document the existence of the appropriate coverage.

Salary advances (zero percent interest loans) to cover the cost of premiums for such insurance are available via the WCGME office.

Residents moonlighting at a VA Medical Center do not need to purchase additional insurance to cover their VA moonlighting acts if they have signed "fee basis agreements" which result in their appointment to the VA Medical Staff. As such, the residents are covered by the Federal Tort Claims Act and do not require individual Professional Liability Insurance coverage.

**Locum Tenens:**

Locum tenens activities approved, in advance, by a resident's Program Director, Chief Operating Officer and Executive Vice Chancellor, will be covered by the resident's state-provided insurance and do not require the purchase of additional coverage. Locum tenens activities are considered to be controlled situations in which a KUSM-W Residency Program responds to a request from a Kansas physician for a

qualified resident to provide “coverage” for him or her while away from the usual site of practice for a limited time due to illness, vacation or attendance at a continuing medical education activity.

Locum tenens activities will typically occur only in “rural” communities. A request for a locum tenens activity in a more urban setting will not be approved unless there are unusual extenuating circumstances.

Resident coverage for a practicing physician should not be requested unless coverage via other physicians in the community is impossible or inappropriate. Forms to be used in requesting approval for coverage of locum tenens activities to ensure state-provided insurance must be submitted at least two weeks in advance of the activity to the WCGME office. These forms are available at the program and WCGME offices.

The resident’s performance will be monitored for the effect of these activities upon performance. Any adverse effects may lead to withdraw of permission for moonlighting and/or locum tenens.

**Revised/Approved: GMEC(4/99)**  
**GMEC (1/00)**  
**GMEC (6/04)**  
**GMEC (11/05)**  
**GMEC (4/06)**

University of Kansas School of Medicine – Wichita

**Resident Recruitment/Selection/Appointment Policy**

Recruitment of residents for KUSM-W sponsored programs is a responsibility of each separately accredited residency program. The Wichita Center for Graduate Medical Education (WCGME) employs the residents in Wichita and Salina Health Education Foundation (SHEF) employs the residents in Salina. Pursuant to requirements of the contract annually executed between KUSM-W and WCGME, (as the coordinating entity) WCGME will assist each program with the resident recruitment process. Selection of residents to participate and be enrolled in KUSM-W residency programs is the responsibility of the KUSM-W acting through its Program Directors. The KUSM-W participates in the National Resident Matching Program (NRMP) and all programs are required to abide by NRMP policies. The graduate medical education office of the KUSM-W serves as the liaison between all residency programs and NRMP.

The minimum criteria for medical and osteopathic graduates to be considered for KUSM-W residencies are:

- Academic and clinical qualifications to be appointed as a resident physician in the University of Kansas School of Medicine-Wichita sponsored residency programs;
- Eligible for employment by WCGME or SHEF;
- A student in good standing or a graduate of a medical or osteopathic school approved by the Kansas State Board of Healing Arts;
- Anticipated eligibility for licensure by Kansas State Board of Healing Arts and for registration by the U.S. Drug Enforcement Agency
- International Medical Graduates (IMG's) must have current or anticipated certification by the Educational Commission for Foreign Medical Graduates (ECFMG); or who have completed a Fifth Pathway program provided by an LCME-accredited medical school.
- For non-citizens, permanent residency status in the United States, Work Authorization, or a J-1 visa. No other visas are accepted.

This does not preclude residency programs from developing additional criteria.

Programs will not discriminate with regard to gender, race, age, religion, national origin, sexual preference, disability, or veteran status.

Once an individual has been “matched”, or has been offered and has accepted a residency position outside the NRMP process, the program director will notify the WCGME or SHEF office so that a resident Letter of Appointment and Resident Agreement can be prepared for signatures. In order to issue a Letter of Appointment and an Agreement, the WCGME or SHEF office must be provided with the following:

- Application for Residency
- ECFMG Certificate and Visa (if applicable)
- Starting and Estimated Completion Dates
- Year-in-Program

When the signed agreement is received from the resident, the respective office will forward a copy to the Program Director. A copy of the application for residency is sent to the Kansas City campus to enroll the

resident in the University of Kansas. The WCGME and SHEF offices will assist the new residents in applying for state licensure, DEA registration and to meet all other requirements for employment. All contracted residents must submit two certified copies of their medical school diploma prior to beginning residency.

Individuals with prior residency training must have a letter/certificate from their previous program director(s). This letter must document residency credit and dates of training.

**Rev: 5/18/93**  
**6/19/01**  
**9/06/01**  
**4/13/06**

The University of Kansas School of Medicine - Wichita

**Residency Internal Review Policy**

All Graduate Medical Education (GME) programs sponsored by the University of Kansas School of Medicine-Wichita (KUSM-W) will undergo internal reviews. All internal reviews will be conducted at approximately the midpoint between the ACGME program surveys. The reviews are conducted to assure quality of all KUSM-W residency programs, to assess individual program compliance with both the Institutional Requirements and the Program Requirements of the relevant ACGME Residency Review Committee and to assist programs in improving the quality of the education of their residents.

The Internal Reviews will be performed on-site by the appointed Internal Review Committee (IRC), which will be comprised of:

1. The Associate Dean for Graduate Medical Education
2. A Program Director or Chairman outside of the department being reviewed
3. A KUSM-W faculty member outside of the department being reviewed
4. A KUSM-W resident physician outside of the department reviewed.
5. The Wichita Center for Graduate Medical Education (WCGME) Chief Operating Officer
6. Additional members at the discretion of the Associate Dean for Graduate Medical Education

The Associate Dean for GME will be the chair of the IRC and will select the members. The WCGME Chief Operating Officer will serve as staff.

The reviews will appraise:

1. The educational goals and objectives of each program, to include the general competencies (patient care skills, medical knowledge, interpersonal and communication skills, professionalism, practice-based learning, and systems-based practice).
2. Resident duty-hours in compliance with the ACGME and Institutional requirements.
3. The effectiveness of each program in meeting its objectives; and assurance that each program is developing and using an assortment of evaluation tools.
4. The development and use of dependable outcome measures for each of the general competencies and specific competencies to each program.
5. The effectiveness of each program in implementing a process that links educational outcomes with program improvement.
6. The adequacy of available educational and financial resources to meet these objectives
7. The effectiveness of addressing citations from previous ACGME letters of accreditation and previous internal review.

The following materials will be reviewed:

1. Institutional and Program Requirements for the Essentials of Accredited Residency Programs;
2. Letters of accreditation from previous ACGME reviews;
3. Reports from previous internal reviews of the program; and
4. Program Information Form (PIF)
5. Residency survey as related to duty hours
6. Most recent ACGME Resident Survey Data Summary.

The Program Director will be notified of the internal review at least three (3) months prior to the review and will be asked to complete the PIF and possible additional Institutional questions. The completed PIF should be submitted to the GME office at least 2 weeks in advance of the internal review. The pre-review materials will be sent to the I.R.C. at the earliest possible date.

On the designated internal review date, the IRC will meet with the following individuals:

1. Program Director
2. Selected Faculty Members
3. Peer-selected residents from each level of training
4. Administrator(s)
5. Any other individuals deemed appropriate by the committee.

The IRC will complete a detailed report within eight (8) weeks of the review. This report will be sent to the Program Director and Departmental Chair. It will be presented to the GMEC as soon as possible after completion. Upon approval of the GMEC, a copy will be forwarded to the WCGME Executive Committee which consists of the Dean of the University of Kansas – Wichita, the CEO of Via Christi Regional Medical Center, and the CEO of Wesley Medical Center.

**Revised & Approved: GMEC (6/97)**  
**GMEC (11/02)**  
**GMEC (6/04)**  
**GMEC (3/07)**  
**GMEC (4/09)**

## University of Kansas School of Medicine – Wichita

**Resident Supervision Policy**

The University of Kansas School of Medicine – Wichita will provide the resident with appropriate and adequate supervision for all educational clinical activities, commensurate with an individual resident's level of advancement and responsibility. It is acknowledged that residents will assume progressively increasing responsibility according to their level of education, ability and experience as determined by the teaching staff. It is also acknowledged that though residents participate in the care of patients, the ultimate responsibility for the patient rests with the supervising faculty member(s). The Wichita Center for Graduate Medical Education and the University do not engage in the practice of medicine nor do they supervise the practice of medicine. Neither the University nor the Program Director is responsible for supervision of the resident during moonlighting or locum tenens activities. All residents are required to follow the applicable policies and approval processes prior to engaging in either activity. The KU - Wichita Graduate Medical Education Committee monitors the supervision and guidance of the residents through the internal review process. In addition, supervision policies of each residency are monitored by the Accreditation Council for Graduate Medical Education (ACGME) periodic Residency Review Committee (RRC) visits.

## University of Kansas School of Medicine – Wichita

**Vendor Relations Policy****Policy**

It is the policy of the University of Kansas Medical Center (KUMC) that interactions with industry should be conducted so as to avoid or minimize conflicts of interest and the appearance of conflicts of interest. When conflicts of interest do arise they must be addressed appropriately. All vendor representatives (representatives) are expected to abide by the Vendor Relations Policy (Policy) and applicable laws and regulations while on KUMC premises or while interacting with KUMC personnel (i.e. faculty, staff and students). All gifts (including de minimus gifts), are prohibited and may not be accepted by individual KUMC personnel from representatives.

**Purpose**

The goals of this policy are to establish guidelines for interactions with industry representatives for KUMC personnel and to safeguard education, research and patient care against market-driven conflicts of interest. The overriding goal of this policy is to ensure that the integrity of our educational, research and clinical programs are not compromised by financial or other personal relationships with industry. Interactions with industry occur in a variety of contexts including educational and research support of KUMC personnel and marketing of new healthcare, pharmaceutical and medical device products. KUMC personnel 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 KUMC. KUMC fully recognizes that a healthy interaction between academia and industry is part of the mission. However, these interactions must be ethical and cannot create conflicts of interest that could endanger patient safety, sway clinical decisions contrary to the patient's best interests, alter data integrity or the integrity and independence of our education and research programs or the reputation of the institution. As part of this policy, KUMC recognizes that ethical interactions are the responsibility of both industry and KUMC personnel.

**Scope**

This policy applies to all KUMC personnel and all industry representatives with whom they may come in contact. This policy incorporates the following:

- I. Meals, Gifts and Compensation
- II. Promotional Items and Drug Samples
- III. Support for Educational and Other Professional Activities
- IV. Travel Funds
- V. Speakers Bureaus and Ghostwriting
- VI. Consulting and Research Contracts
- VII. On Site, KUMC-Based Training Programs
- VIII. Disclosure of Relationships with Industry
- IX. Compliance by sales and marketing representatives
- X. Training Regarding Potential Conflict of Interest
- XI. Future Directions

## I. Gifts

- A. Personal gifts, regardless of value, from vendor representatives to all KUMC Personnel are prohibited, including, but not limited to loans, economic opportunities, meals, tickets or vouchers for entertainment events, pens, notepads or cash. It is strongly advised that no form of personal gift from a vendor be accepted under any circumstances.<sup>2,3</sup>
- B. KUMC personnel must consciously and actively divorce clinical care decisions and research activities from any perceived or actual benefits expected from any company. The overriding principle at KUMC is that healthcare providers represent their patients' best interests and not those of vendors. It is not acceptable for patient care decisions to be influenced by the possibility of personal financial gain.
- C. KUMC personnel cannot accept gifts or compensation for prescribing or changing a patient's prescription. KUMC personnel cannot accept gifts or compensation for listening to a presentation by a representative.
- D. KUMC personnel cannot accept compensation, including the defraying of costs, for attending a CME event or other activity or conference (that is, if the individual is not speaking or otherwise actively participating or presenting at the event).<sup>4</sup>
- E. Representatives cannot use KUMC personnel or resources to distribute information about vendor-sponsored events. This includes KUMC e-mail, mailings, e-page or other mass notification methods. Departmental and division offices, including residency and fellowship programs, will not circulate announcements of vendor-sponsored events or provide e-mail lists or address lists of KUMC personnel, physicians or house staff.

## II. Promotional Items and Drug Samples

- A. KUMC personnel will not accept or distribute items (e.g. pens, note pads, and similar "reminder" items). Promotion of drug or medical device products may not be for uses not reflected in United States Food and Drug Administration (FDA) approved product labeling. Under no circumstances can promotional items be used in patient care areas.
- B. Proper discretion will be utilized to assure the distribution of drug samples is for the benefit of the patient, not for product promotion.

## III. Support for Educational and Other Professional Activities

- A. Individuals should be aware of the Accrediting Council for Continuing Medical Education (ACCME) "Standards for Commercial Support."<sup>5</sup> They provide useful guidelines for evaluating all forms of industry interaction, both on and off campus and including both KUMC-sponsored and other events. The standards are appended to this policy and may be found at [www.accme.org](http://www.accme.org).
- B. Educational, unrestricted grants that are compliant with the ACCME Standards may be received from industry but must be administered through the KU Endowment Association (KUEA), departments or divisions and not by individual faculty. Divisions and departments must maintain records of compliance with the ACCME Standards.
- C. KUMC will accept grants for general support of education and research (no specific deliverable products) from pharmaceutical and device companies, provided that the unrestricted grants are made with the approval of the EVC, or designee, to a KUEA account not designated for use by specific individuals. Educational and research grants may not be made or conditioned or related

in any way to any pre-existing or future business relationship with the company or any business or other decisions KUMC has or may make relating to the manufacturer or its products (including coverage or formulary status decisions). The content of the educational program, educational methods and materials should be consistent with applicable rules and requirements for accredited CME programs and controlled by the course provider and not by the company providing the educational grant. This arrangement will permit KUMC and the ultimate recipients of funds to remain free from influence by any one donor.

- D. To ensure accountability and to acknowledge generosity, the amount of funds contributed and the eventual use of the funds will be posted on the KUMC Web-site by the Office of Compliance.

#### IV. Funds for Travel

- A. Manufacturers interested in having KUMC personnel attend meetings should provide unrestricted grants to a designated fund for educational conferences and meetings. The EVC will then disburse funds to faculty and training program directors. Neither faculty nor trainees will be directly dependent on industry generosity for educational opportunities.

- 1. With respect to the airfare, lodging, and transportation costs to and from the airport, KUMC personnel subject to the provisions of this policy will not solicit or accept free or special discount travel or related expenses from a source outside state government, except when the person's presence at a meeting, seminar or event serves a legitimate state purpose or interest and the person's agency authorizes or would authorize payment for such travel and expenses.<sup>6</sup>

#### V. Speakers Bureaus and Ghostwriting

- A. The sharing of ideas and information, by experts in a particular field, is valued and supported by KUMC; accordingly, faculty opinion must be data-driven and not for hire. Faculty should be aware that Speaker's bureaus are typically an extension of manufacturers' marketing apparatus. Though faculty are not prohibited from participating as members of a speaker's bureaus for vendors such as pharmaceutical or device manufacturers, faculty should consider the guidelines enumerated below before entering into a contract or service agreement with a vendor.

- B. KUMC personnel 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:<sup>7</sup>

- 1. Financial support by industry is fully disclosed by the meeting sponsor.
- 2. The speaker should be solely responsible for designing and conducting the activity, and the activity will be educational, nonpromotional and free from commercial bias.
- 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 KUMC 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 KUMC partner institutions.

6. The use of the KUMC name in non-KUMC events is limited to the identification of the individual by his or her title and affiliation.

C. KUMC personnel are prohibited from publishing articles under their own names that are written in whole or material part by industry employees. Authors must be responsible for the content and must actively participate in the preparation of the article.

## VI. Consulting and Research Contracts

A. The process of discovery and development of new drugs and devices benefits from academic participation. However, participation by KUMC personnel should result in impartial collection and interpretation of data. To ensure scientific integrity, interactions must be transparent and allow free exchange of ideas. Consulting fees or honoraria for speaking must always take place with an explicit contract with specific deliverables, and the deliverables must be restricted to scientific issues, not marketing efforts. A contract with no identified deliverables is tantamount to a gift and is prohibited.

B. To promote scientific progress, KUMC will accept grants for general support of research (no specific deliverable products) from pharmaceutical and device companies, provided that the unrestricted grants are made with the approval of the EVC, or designee, to KUEA accounts not designated for use by specific individuals. As long as the institution stands between the individual investigator and the company making the grant, the likelihood of undue influence is minimized. To better ensure independence, scientific integrity and full transparency, consulting agreements and unconditional grants will be posted on the KUMC Web-site by the Office of Compliance.

## VII. On Site, KUMC-Based Product Training

A. Occasionally physicians, nurses or other health care professional staff are asked by vendors to provide on-site, KUMC-based training for representatives about new products, drugs or procedures. These usually represent legitimate industry interactions, but KUMC staff and representatives must comply with the following:

1. The representative, physician or professional staff member will notify the Office of Continuing Education (CE) when an educational program becomes available.
2. CE will require the representative to have on file a brief outline of the project from the company that includes the intent, scope and time line of the educational program.
3. Representatives are not allowed direct contact with patients or their medical records for reasons of confidentiality, nor are they allowed in any patient care area unless the vendor has completed the appropriate training, signed the necessary confidentiality forms and the patient has authorized access or unless the vendor has appropriately executed a Business Associate Agreement (BAA).

## VIII. Disclosure of Relationships with Industry

A. In scholarly publications, individuals must disclose their related financial interests in accordance with the recommendations of the International Committee of Medical Journal Editors.<sup>8</sup> The standards are appended to this policy and may be found at [www.icmje.org](http://www.icmje.org).

B. Faculty with supervisory responsibilities for students or staff should ensure that their 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.

- C. Individuals having a direct role making institutional decisions for the purchase of equipment, drug or supplies procurement must disclose to the purchasing unit and the Conflict of Interest Committee (COIC), 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 COIC 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, parents or children.

#### IX. Compliance by Representatives

- A. Representatives shall comply with all applicable rules, regulations, policies and procedures of KUMC as they exist now and as they may be amended from time to time, including, but not limited to, all policies and procedures relating to ingress and egress to and from the premises, parking, confidentiality of patient information, safety, smoking, waste disposal and infection control.
- B. When Security or KUMC personnel identify a representative not adhering to this policy, they should report this to the KUMC Office of Compliance, who then notifies the representative of the infraction. Restriction, up to and including the removal of the representative from KUMC premises, is possible based upon the type of infraction or the number of re-occurring infractions of the policy. KUMC retains the sole discretion in making their enforcement decisions.
- C. KUMC reserves the right to immediately have any vendor representative removed from KUMC premises for failure to follow this policy.
- D. Representatives who violate this policy shall not be permitted to market or detail at KUMC and may be barred from the campus.

#### X. Training Regarding Potential Conflict of Interest in Interactions with Industry

- A. All KUMC personnel will receive annual training regarding potential conflicts of interest in interactions with industry.

#### XI. Future Directions

A committee will be established, with representation elected by the Faculty Council and members appointed by the EVC, to provide continued, real-time input into this policy. This committee will address issues and questions raised by individual faculty, staff and students regarding the policy, as well as future regulatory or legislative changes that may impact this policy.

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<sup>1</sup>Kansas law prohibits any state employees of the executive branch and members of boards, commissions, or authorities of the executive branch from accepting or requesting meals, gifts, entertainment, and travel with a few exceptions. Personnel may accept meals, the provision of which is motivated by a personal or family relationship, or provided at events that are widely attended. An occasion is 'widely attended' when it is obvious to the person accepting the meal that the reason for providing the meal is not a pretext for exclusive or nearly exclusive access to the person. (K.S.A.46-237a)

<sup>2</sup>American Medical Association. "Statement on Gifts to Physicians from Industry." (<http://www.ama-assn.org/ama/pub/category/4001.html>) Opinion 8.061, "Gifts to Physicians from Industry" is intended to provide ethical guidance to physicians. Other parties involved in the healthcare sector, including the pharmaceutical, devices and medical equipment industries and related entities or business partners, should view the guidelines as indicative of standards of conduct for the medical profession. Ultimately, it is the responsibility of individual physicians to minimize conflicts of interest that may be at odds with the best interest of patients and to access the necessary information to inform medical recommendations. The guidelines apply to all forms of gifts, whether they are offered in person, through intermediaries, or through the Internet. Similarly, limitations on subsidies for educational activities should apply regardless of the setting in which, or the medium through which, the educational activity is offered.

<sup>3</sup>Accrediting Council for Continuing Medical Education. "Standards for Commercial Support" ([www.accme.org](http://www.accme.org)) When commercial interests contribute funds and services for the development of CME activities, it is considered commercial support. Commercial support has significantly enhanced the ability of the CME enterprise to fulfill its purpose. However, commercial support has the potential to introduce commercial bias that threatens the integrity of the CME enterprise. When individuals have financial relationships with commercial interests and are in a position to control the content of CME, there is also the potential for commercial bias. The Accreditation Council for Continuing Medical Education (ACCME) believes that CME must be free of the control of commercial interests. The ACCME believes that this independence from commercial interests will help ensure that CME is free of commercial bias.

<sup>4</sup>See Kansas Government Ethics Committee Opinions K.G.E.C. 2000-10; 2000-17; 2000-18. Stating in 2000-10 and 2000-17 State employees may accept reimbursement from an external group for the expenses associated with attendance at a conference...when the person's presence at a meeting, seminar or event serves a legitimate state purpose or interest and the person's agency authorizes or would authorize payment for such travel and expenses. Stating in 2000-18 that if an employee has been offered a gift, and not because of his/her position with the State, the state level conflict of interest laws would not prohibit that person from accepting the gift. The Commission's advisory opinions serve to interpret the laws under the Commission's jurisdiction.

<sup>5</sup>See FN 3

<sup>6</sup>See FN 4.

<sup>7</sup>Industry-Supported Scientific and Educational Activities: <http://www.fda.gov/cder/guidance/isse.htm> This guidance was prepared by FDA's Intra-Agency Working Group on Advertising and Promotion. This guidance represents the Agency's current thinking on industry-supported scientific and educational activities. The agency is providing this guidance to describe the agency's enforcement policy with regard to scientific and educational activities supported by industry. The guidance seeks to clarify the distinction drawn by the agency between scientific and educational activities that FDA considers nonpromotional and those that the agency considers promotional, and to provide guidance on how industry may support such activities without subjection to regulation under the labeling and advertising provisions of the act.

<sup>8</sup>International Committee of Medical Journal Editors (<http://www.icmje.org>). II. Ethical Considerations in the Conduct and Reporting of Research; II.A Authorship and Contributorship; II.A.1. Byline Authors: An "author" is generally considered to be someone who has made substantive intellectual contributions to a published study... Authorship credit should be based on 1) substantial contributions to conception and design, or acquisition of data, or analysis and interpretation of data; 2) drafting the article or revising it critically for important intellectual content; and 3) final approval of the version to be published. Authors should meet conditions 1, 2, and 3.

**Effective Date: May 6, 2008**