

## PODIATRIC SURGERY RESIDENCY APPOINTMENT AGREEMENT

I, \_\_\_\_\_, the undersigned, hereby accept appointment as a \_\_\_ year resident in the Podiatric Surgery Residency Training Program ("program") at Kaiser Foundation Hospital, \_\_\_\_\_, California ("Hospital") commencing on \_\_\_\_\_, 2010, terminating on \_\_\_\_\_, 2011. Although this appointment agreement is for one year, I understand that the program is a continuous three year training experience designated as a Podiatric Medicine and Surgery-36 in accordance with CPME 320. I agree to the terms and conditions of the Agreement and those incorporated herein by reference.

### **GENERAL PROVISIONS**

The program will be under the supervision of \_\_\_\_\_, Program Director of the Podiatric Surgery Residency Program, and \_\_\_\_\_, Chief of the \_\_\_\_\_ Department.

The Hospital declares that the primary purpose of the program is educational and agrees to adequately support the educational experiences and opportunities required by the program.

### **TERMS OF APPOINTMENT**

The period of appointment is one year. I understand that employment is expressly conditional upon my employment eligibility including the completion of a background check, pre-employment drug testing, and satisfactory performance during the entire appointment period. If the Program Director determines that I have not performed satisfactorily or have failed to comply with Hospital and/or program requirements, I may be terminated before the one-year appointment period ends, in which event this Agreement shall become void. Reappointment to the program at a promoted post graduate training level is contingent upon sustained satisfactory performance, demonstrated ability to perform at the expected level in the subsequent year, and the availability of an appropriate program position. Notice of non-renewal of an appointment or reappointment to the program in a non-promotional training level will be communicated at least four months prior to the end of this agreement. If the primary reason(s) for non-renewal or non-promotion occurs within the four months prior to the end of this agreement, written notice will be provided, as the circumstances reasonably allow.

### **RESIDENT RESPONSIBILITIES**

I understand that the primary purpose of the residency program is educational; therefore I agree to:

1. develop a personal program of self study and professional growth with guidance from the teaching staff;
2. abide by the duty hours requirements listed in the resident policy and procedure manual;
3. participate in safe, effective and compassionate patient care, under supervision, commensurate with my level of advancement and responsibility;
4. participate fully in the educational and scholarly activities of the residency program and, as required, assume responsibility for teaching and supervising other residents and students;
5. participate in hospital programs and activities involving the professional staff and adhere to hospital and residency program practices, procedures, policies, rules and regulations;
6. participate in hospital committees, especially those that relate to patient care review activities;
7. participate in evaluating the quality of the education provided by the residency program;
8. develop an understanding of the ethical, socioeconomic, and medical/legal issues that affect graduate medical education and of how to apply cost containment measures in providing patient care;
9. fulfill the duties of the assigned schedule of service, including on-call duty; and
10. supply such equipment and materials as may be required.

## **RESIDENT BENEFITS**

I understand that I will receive an annual salary of \_\_\_\_\_. Other benefits, including leaves of absence, employee assistance (counseling) program, accommodations for disability, to which I may be entitled are listed in the Resident Programs Policy and Procedure Manual and Statement of Personnel Policies and Summary Plan Description for Interns and Residents, or Kaiser Foundation Health My HR website.

## **PROFESSIONAL LIABILITY COVERAGE/OUTSIDE ACTIVITIES**

I understand that I will receive professional liability coverage for all authorized activities performed within the scope of the program at the Hospital and assigned rotations. This coverage is the same as that provided to Kaiser Permanente physicians. Coverage is provided on an occurrence basis rather than on a claims made basis. Professional liability coverage is not provided for any professional work or activities performed outside the residency program. Any outside professional activities must meet residency program policy requirements and be approved by the Program Director.

## **PERFORMANCE EVALUATIONS AND DISCIPLINARY ACTIONS**

My performance will be evaluated at least quarterly by the Program Director. I understand that disciplinary actions are subject to the requirements of, and I am entitled to the benefits of the Resident Academic and Professional Appeal Processes, as outlined in the Resident Policy and Procedure Manual.

## **PHYSICAL EXAMINATION**

As a new resident, I understand that I will be required to have a complete physical examination before beginning the program. Further, I agree to provide annually evidence that I am free of infectious illness, including tuberculosis, and to promptly notify my Program Director should I develop an infectious disease or other impairment that could adversely affect patients and/or my residency training. A repeat PPD skin test is required if my previous PPD test is negative. If I have a positive PPD skin test, I agree to complete the appropriate questionnaire or take a chest x-ray.

## **SEXUAL HARASSMENT**

Any form of sexual harassment or exploitation is a violation of Kaiser Permanente Medical Care Program policy and will not be condoned or tolerated. The Kaiser Permanente sexual harassment and internal EEO complaint policies, can be found on the MyHR website (<http://epf-prod.kp.org/wps/portal/hr/home>), provide procedures and mechanisms for addressing sexual harassment complaints and issues.

## **PHYSICIAN IMPAIRMENT**

Policies governing physician impairment, including that due to substance abuse, is described in the Resident Policy and Procedure Manual.

## **MOONLIGHTING**

Supplemental employment outside the residency (moonlighting) requires prior written approval of the Program Director. Additional moonlighting requirements may be found in the Resident Policy and Procedure Manual.

WITNESS WHEREOF, the parties have caused this Agreement to be executed.

**KAISER FOUNDATION HOSPITAL**

**PODIATRIC SURGERY RESIDENT:**

BY: \_\_\_\_\_  
(ENTER NAME OF PD), DPM  
Program Director, Podiatric Medical Education

\_\_\_\_\_  
(ENTER NAME)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(ENTER NAME OF DME), MD  
Director, Graduate Medical Education

BY: \_\_\_\_\_  
(ENTER NAME)  
Chief Administrative Officer

DATE: \_\_\_\_\_