Appointment Agreement
Podiatric Medicine and Surgical Resident (PM&S 24)
VA Medical Center
Lebanon, Pennsylvania

General Requirements. Trainee shall:

(A) Adhere to the mission statement, vision statement, values statement and Medical Center Goals as articulated in the Medical Staff Bylaws and Rules of the Lebanon VAMC and the Residency Manual as the same may be modified during the term of the Agreement.

(B) Maintain a pattern of personal, professional, moral and ethical conduct (VHA Handbook 1400.1 Residency Supervision) designed to reinforce the objectives and operation of the Medical Center, and not to bring discredit to himself/herself, the profession, or to bring public embarrassment or criticism upon the Medical Center.

(C) Enforce the rules and regulations of the Medical Center.

(D) Exhibit professionalism as an example in the training of professionals, including but not limited to professional integrity in fulfilling instructional, clinical, and/or administrative duties and responsibilities, professional behavior in relation with students, faculty, staff and clinic patients, and maintain internal and external attitudes and activities to maintain an environment of the highest professionalism at the Medical Center.

(E) Be directly responsible to work in cooperation with and under the direction of the Chief, Podiatry Service or their designee.

2. **Duties**: Trainee shall be a **full-time podiatrist** who rotates through the Medical Center and one or more affiliated institutions and who shall:

(A) Be responsible to Chief, Podiatry Service or their designee.

(B) Accept all hospital and clinic assignments.

(C) Complete all medical records and patient charts for which he/she is responsible promptly and in accordance with hospital policy.

(D) Perform all duties as set forth in the Residency Manual as the same is presently stated or as it may be amended from time to time.

(E) Participate in teaching activities as assigned or required by the Director of Podiatric Medical Education.

(F) While performing responsibilities at VA Medical Center, Lebanon, Pennsylvania and affiliated training sites and under the Federal Tort Claims Act and other laws applicable to Title 38 trainees, the United States government assumes liability where a claim arises from activities that are within the scope of one's employment. He/she would be indemnified from personal liability for actions taken within the scope of his/her employment.

(G) Perform such other duties as may from time to time be required by the Director of Podiatric Medical Education, or his designee.

3. **Time Devoted to Position**: The above-described position of Trainee is **full-time.**

Duty Hours

(A) Duty hours are defined as all clinical and academic activities related to the residency program, i.e., patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. Duty hours do not include reading and preparation time spent away from the duty site.

(B) Duty hours must be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities.

(C) Residents must be provided with 1 day in 7 free from all educational and clinical responsibilities, averaged over a 4-week period, inclusive of call. One day is defined as one continuous 24-hour period free from all clinical, educational, and administrative activities.

(D) Adequate time for rest and personal activities must be provided. This should consist of a 10-hour time period provided between all daily duty periods and after in-house call.

On-Call Activities

The objective of on-call activities is to provide residents with continuity of patient care experiences throughout a 24-hour period. In-house call is defined as those duty hours beyond the normal workday when residents are required to be immediately available in the assigned institution.

(A) In-house call must occur no more frequently than every third night, averaged over a four-week period.

(B) Continuous on-site duty, including in-house call, must not exceed 24 consecutive hours. Residents may remain on duty for up to six additional hours to participate in didactic activities, transfer care of patients, conduct outpatient clinics, and maintain continuity of medical and surgical care as defined in Specialty and Subspecialty Program Requirements.

(C) No new patients, as defined in Specialty and Subspecialty Program Requirements, may be accepted after 24 hours of continuous duty

(D) At-home call (pager call) is defined as call taken from outside the assigned institution.

(E) The frequency of at-home call is not subject to the every third night limitation. However, at-home call must not be so frequent as to preclude rest and reasonable personal time for each resident. Residents taking at-home call must be provided with 1 day in 7 completely free from all educational and clinical responsibilities, averaged over a 4-week period.

(F) When residents are called into the hospital from home, the hours residents spend in-house are counted toward the 80-hour limit.

(G) The program director and the faculty must monitor the demands of at-home call in their programs and make scheduling adjustments

4. **Duration of the agreement**: The program is a two-year training program. However, the resident must complete the requirements of the PGY-I prior to entering the PGY-II year. The resident must complete the requirements of the training program prior to receiving their certificate. If the time extends beyond the two-year timeframe the resident will be placed on a WOC (without compensation appointment) until the requirements are fulfilled.

4. **Stipend**: The VA Medical Center shall pay the Trainee a stipend as determined by the Office of Academic Affiliation. The current rate is $36,500 for first year trainees and $38,000 for second and third year trainees. (First year trainee positions are entry level positions)

5. **Benefits and Vacation**:

(A) The VA Medical Center shall provide the Trainee with medical insurance. See VA for costs and coverage.

(B) Vacation and sick leave are those provided under the applicable Title 38 Document (see human resources for details), however, there are rotations where vacation may not be taken due to the nature of the rotation. Vacation time must be requested at least 7 days prior and must be approved by the Director of Podiatric Medical Education and Director, Acute Care and Specialty Services and/or the Chief, Podiatry Section.

(C) Leave of absence: If the resident's absence extends beyond their accrued vacation and or sick leave, then they will be on a leave without pay status. The leave without pay status cannot extend beyond 12 months. The resident must complete the requirements of the program prior to receiving their certificate.

(D) Disability: Residents are eligible for Workman's Compensation if injured in the line of duty and earn 13 days of sick leave per year that may be used for short-term illnesses or injury.

6. **Certificate of Residency Training**: Upon satisfactory completion of the term of this Agreement, the Medical Center shall provide a Certificate of Residency Training to the Resident. **"Podiatric Medicine and Surgery PM&S 24"**

7. **Podiatry Residents Dispute Resolution Process: Due Process and Mechanism of Appeal.** See Resident Orientation Manual.

8. **Professional Licensing**: Resident must obtain Pennsylvania Podiatry License to be able to continue into the second year of training.

_____ _____
Podiatry Resident Date

_____ _____
Chief Administrative Officer/ Date
Appropriate Senior Administrative Officer.

_____ _____
Director of Podiatric Medical Education. Date