309 11c Overview: Resident Contract

Residents must have a contract, or written agreement, that is in compliance with CPME requirements. The document must read “Podiatric Medicine and Surgery Residency”. It cannot say Podiatric Medical and Surgical Residency, or anything else.

If the added credential is being offered it must specifically state “with added credential for reconstructive rearfoot/ankle surgery”. CPME will not accept any other verbiage. As an example it cannot read “with added credential for reconstructive and ankle surgery.

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FROM CPME 320:

3.8 The sponsoring institution shall provide the resident a written contract or letter of appointment. The contract or letter shall state whether the reconstructive rearfoot/ankle credential is being offered and the amount of the resident stipend. The contract or letter shall be signed and dated by the chief administrative officer of the institution or appropriate senior administrative officer, the program director, and the resident.

When a letter of appointment is utilized, a written confirmation of acceptance must be executed by the prospective resident and forwarded to the chief administrative officer or appropriate senior administrative officer. In the case of a co-sponsored program, the contract or letter of appointment must be signed and dated by the chief administrative officer of each co-sponsoring institution, the program director, and the resident.

Programs that exceed 36 months of training must state the extended program length in the contract.

3.9 The sponsoring institution shall include or reference the following items in the contract or letter of appointment:

a. resident duties and hours of work
   The sponsoring institution must prohibit resident participation in any outside activities that could adversely affect the resident’s ability to function in the training program.

b. duration of the agreement

c. health insurance benefits
   The sponsoring institution must provide health insurance for the resident for the duration of the training program. The resident’s health insurance must be at least
equivalent to that afforded other entry-level professional employees at the sponsoring institution.

d. **Professional, family, and sick leave benefits.**
   The resident’s leave benefits must be at least equivalent to those afforded other entry-level professional employees at the sponsoring institution.

e. **Leave of absence.**
   The sponsoring institution must establish a policy pertaining to leave of absence or other interruption of the resident’s designated training period. In accordance with applicable laws, the policy must address continuation of pay and benefits and the effect of the leave of absence on meeting the requirements for completion of the residency program.

f. **Professional liability insurance coverage.**
   The sponsoring institution must provide professional liability insurance for the resident that is effective when training commences and continues for the duration of the training program. This insurance must cover all rotations at all training sites and must provide protection against awards from claims reported or filed after the completion of training if the alleged acts or omissions of the resident were within the scope of the residency program. The sponsoring institution must provide the resident with proof of coverage upon request.

   g. **Other benefits if provided** (e.g., meals, uniforms, vacation policy, housing provisions, payment of dues for membership in national, state, and local professional organizations, and disability insurance benefits).