

GRADUATE MEDICAL EDUCATION APPOINTMENT AGREEMENT
PODIATRIC MEDICINE AND SURGERY PROGRAM
Iowa Methodist Medical Center

I, --Resident Name--, D.P.M., accept the offer of a graduate medical education appointment as a resident physician in the Podiatric Medicine and Surgery Residency Program of Central Iowa Health System d/b/a Iowa Methodist Medical Center beginning June 17, 2020. I understand that the first ten days of this agreement includes new resident orientation and the first day of my appointment as a resident physician is July 1, 2020.

1. **EDUCATIONAL EXPERIENCE AND TERM OF APPOINTMENT.** I understand that Iowa Methodist Medical Center will maintain a high-quality residency program in accordance with the standards established by the Council on Podiatric Medical Education. I understand that I am being provided the opportunity to fulfill the requirement of a categorical residency in podiatric medicine, which is expected to be a three (3) year program. I agree that the term of my appointment is for one (1) year, and that my appointment will automatically renew on the anniversary of the first day of my appointment as a resident physician up to one (1) times for a total of two (2) years ("Initial Residency Terms"). In the event the parties desire to extend the agreement beyond the Initial Residency Terms, the parties may do so upon written agreement. Notwithstanding the above, I understand that Iowa Methodist Medical Center may terminate my appointment in accordance with section 10 if I am unable to fulfill my responsibilities as outlined below.
2. **Iowa Methodist Medical Center specifically agrees to the following:**
 - a. To provide training and experience in the breadth of podiatric health care with the added focus in reconstructive rearfoot/ankle surgery that qualifies for the reconstructive rearfoot/ankle surgery certification pathway of the American Board of Foot and Ankle Surgery (ABFAS).
 - b. To maintain a record of my performance and upon satisfactory completion of the appointment will award me an official certificate verifying that the requirements of the residency program have been successfully fulfilled.
3. **RESPONSIBILITIES OF APPOINTEE.** I agree to:
 - a. Meet the responsibilities inherent in the appointed position to the best of my ability for the duration of my appointment.
 - b. Abide by the hospital's Policies and Procedures, Graduate Medical Education (GME) Committee resident policies, and follow the applicable medical staff bylaws, rules, and regulations.
 - c. Conduct myself in a manner becoming my professional status and agree to engage in no activities that will detract from the respect due a physician. Outside work and leisure activity will not detract from my performance as a resident physician.
 - d. Maintain a professional appearance and high standards of personal hygiene.
 - e. Choose my own housing such that I am easily available to the hospital.
 - f. Comply with the on-call schedule established by the Program Director.
 - g. Complete in a timely manner and in compliance with medical staff and hospital policies, all medical records for which I have the responsibility. I understand that the hospital reserves the right to withhold my compensation, within the restraints of applicable state and federal laws, if all appropriate medical records are not completed in a timely manner.

- h. Comply with the Health Insurance Portability and Accountability Act (HIPAA) and complete the hospital's HIPAA Training 101, a computer-based learning course which provides an introduction to privacy and security requirements under HIPAA. Respect and maintain the confidentiality of patient information and agree to refrain from rumor or gossip concerning residents, physicians, employees, or patients. Furthermore, I agree to cease using EMR equipment after completion of the training.
 - i. Comply with currently approved risk management and malpractice prevention practices.
 - j. Use my best efforts to achieve and maintain positive relations with patients, family members, patient representatives, medical center employees, members of the medical staff, referring physicians, and other residents.
 - k. Provide medical services to members of the public on the basis of need and without regard to ability to pay or demonstrate financial responsibility and without regard to race, creed, color, sex, religion, national origin, gender identity, sexual orientation, or handicapping condition.
 - l. Subject to short-term illness or disability, be physically, mentally and emotionally fit to discharge the responsibilities under this contract and appear for duty appropriately rested and fit to provide the services required by patients.
 - m. Be eligible to participate in and provide services to Medicare and Medicaid beneficiaries.
 - n. Promptly notify the Program Director and the UnityPoint Health Law Department of any action or threatened action against me alleging professional negligence or malpractice, whether arising out of actions under this contract or otherwise, and provide full details thereof.
 - o. Promptly notify the Program Director of any contact with any governmental representative investigating or inquiring about possible violation of any governmental healthcare program, law or regulation.
 - p. Promptly notify the Program Director or the UnityPoint Health Compliance Officer, General Counsel or Compliance Helpline of any circumstances reasonably believed to constitute a violation of law.
4. **LICENSURE.** I agree to satisfy the state of Iowa licensure requirements for the practice of medicine and to maintain a resident physician license or regular license at all times during my residency. I understand that as a resident physician my authorization to practice medicine requires me to be supervised by a licensed practitioner of medicine and surgery or osteopathic medicine and surgery at an institution approved for this purpose by the Iowa Board of Medicine. See Iowa Code Section 148.5 (1987) and Iowa Administrative Code 653-11.5(148). I agree to notify the Program Director and the UnityPoint Health Law Department of any adverse action pending or threatened against my license.
5. **SUPERVISION.** I understand that I serve as a resident physician only, under the supervision of the Program Director and teaching faculty, who are licensed practitioners of the State of Iowa.
6. **STIPEND AND BENEFITS.** I acknowledge receipt of the most recent "Resident Statement of Stipend and Benefits" which is attached to this contract as Addendum A and describes the stipend and benefits available to me including descriptions of the current year stipend, on-call housing, meals, liability insurance, health insurance, short-term and long-term disability insurance, lab coat, counseling and psychological support services, and other benefits. I understand that the stipend and benefits may be changed annually, and that upon any change, I will be provided a revised "Resident Statement of Stipend and Benefits" which will become effective on the date specified.

7. **RESIDENT POLICIES.** I understand that the hospital has established policies through the GME Committee, residency programs, human resources department, and administration which affect residents. These policies concern supervision, patient handoffs, work environment and duty hours, sexual and other harassment, moonlighting, vacation, leave of absence, recruitment and appointment, evaluation and promotion, substance abuse, impairment, residency closure/reduction, accommodations for disabilities (ADA Policy) and others. I understand that GME Committee policies and residency program specific policies can be found on the intranet. I understand that all human resources and administration policies are kept in the residency program office and are available for my review. I understand that all policies may be changed at any time and I agree to be bound by these changed policies.
8. **DUE PROCESS.** I acknowledge receipt of the most recent "Appeals Procedure for the Resident" which is attached to this contract as Addendum B and describes the procedures that will be followed regarding the adjudication of resident complaints and grievances related to discipline, suspension, discharge, or other concerns. I understand that the "Appeals Procedure for the Resident" may be changed at any time, and that upon any change I will be provided a revised "Appeals Procedure for the Resident," which will become effective on the date specified.
9. **RECORD CHECK.** I understand that Iowa Methodist Medical Center will verify the statements contained on my residency application and will investigate my background which includes information relevant to my character, qualifications, and any record of criminal convictions and/or incidents of child/dependent adult abuse. I acknowledge that if any statement is determined not true or if unacceptable criminal/abuse/compliance background information is obtained, this contract may be terminated at any time or not renewed at the anniversary date. I release Iowa Methodist Medical Center, its agents and employees from all liability for acts performed in good faith and without malice in connection with evaluation of my residency application.
10. **HEALTH SCREENING.** I understand that the offer of appointment as a resident physician is conditioned upon successfully passing the health evaluation which includes a physical examination and a drug test (urinalysis). This health evaluation will be provided by the hospital to incoming residents prior to the start of the academic year. I understand that subsequent routine health screenings will be performed on a regular basis throughout the appointment period. Any abnormalities found will be reported to me with recommendation for future treatment.
11. **TERMINATION.** Notwithstanding the stated term and renewals thereof, this Agreement may be terminated as follows:
 - a. Without Cause. Without cause and without penalty, by either party upon giving the other party not less than ninety (90) days' prior notice of termination in writing, specifying the effective date of termination.
 - b. For Cause. For cause immediately upon written notice to Resident in the event of failure to meet the qualifications set forth in Section 2 of this agreement.

- c. Effect of Termination. Upon termination of this agreement, Resident shall vacate any space and cease using any equipment, personnel, services or supplies furnished to residents under this agreement; shall return all program materials.
 - d. Early Termination. In the event this agreement is terminated without cause during the Initial Term, the parties may not enter into an agreement for the same or similar services during the remainder of the Initial Term.
12. **REAPPOINTMENT.** I understand that appointment and advancement are conditioned upon my satisfactory performance in meeting the requirements of the residency program, including adherence to institutional and departmental rules and regulations, and to this agreement. I understand that unsatisfactory performance could result in termination at any time during the term of this contract. See the GME Committee Policy on Evaluation and Promotion of Residents, in the online Resident Handbook.

--Resident Name--, D.P.M.
Resident Physician Appointee

Date

Eric W. Temple, D.P.M.
Program Director, Podiatric Medicine and Surgery Residency

Date

William J. Yost, M.D.
Chief Academic Officer and DIO

Date

David A. Stark
President and CEO, UnityPoint Health – Des Moines

Date

Daniel P. Hiser
Senior Counsel

Date

Addendum A
CENTRAL IOWA HEALTH SYSTEM
STATEMENT OF STIPENDS AND BENEFITS FOR RESIDENT LEVEL 1

Effective: July 1, 2020

STIPENDS

Resident Level 1 Stipend	\$62,179
Transition Allowance (new residents only)	\$750
Educational Allowance	\$700

Additional compensation provided for completion of required new resident orientation June 17-30, 2019. Appropriate federal and state withholdings may be deducted from stipend payments as required by law.

BENEFITS

1. **Licensure**

The hospital shall pay for all licensure needed for the performance of residency duties for the length of time the resident is in the residency program. This includes the Iowa Resident Physician's License.

2. **Insurance**

a. **Liability Insurance.** General and professional liability coverage is provided for residents enrolled in the residency program through a self-insurance plan that currently consists of commercial excess insurance and a self-insured retention. Coverage is subject to the following limitations:

1. Coverage generally applies only to negligent acts and omissions (e.g., with some exceptions, coverage generally excludes intentional acts or contractually assumed liability).
2. Coverage applies only to negligent acts and omissions occurring while the resident is enrolled in the residency program. Upon graduation from the residency program, the hospital provides ongoing claims made coverage for occurrences taking place during the term of the resident physician's appointment in the residency program.
3. Coverage applies only while the resident is engaged in approved clinical practice as part of the residency program and under the supervision of the program director or approved faculty member.
4. The resident is obligated, as a condition of coverage, to assist and cooperate in the defense of claims asserted against the resident. This obligation continues following graduation of the resident from the residency program. The hospital has a self-insured retention limit of \$4 million with a further aggregate retention of \$5 million. Upon termination of employment, residents are provided continued coverage under the plan for services provided during residency.

- b. Health, Dental and Vision Insurance. Residents are eligible for health, dental and vision insurance coverage, which is effective on July 1 of the current year, if the resident signs-up for coverage within the time frame established by the human resources department. For further information regarding health insurance coverage, the resident should contact the residency coordinator.
- c. Health Insurance Bonus. An annual health insurance bonus that partially funds the cost of a single-coverage health and dental insurance premium is given to each resident. **THIS BONUS IS PROVIDED TO ALL RESIDENTS THAT SELECT THE UNITYPOINT HEALTH NETWORK PLAN ONLY.**
- d. Medical Reimbursement Plan. Residents and their dependents covered by the available hospital health insurance plan who receive services at Iowa Methodist, Iowa Lutheran, Blank Children's Hospital and Methodist West are eligible to have post-insurance payment balances on medical bills paid through a fully funded medical spending account (Medical Reimbursement Plan). It is the resident's responsibility to ensure that all needed information regarding a claim is provided to the insurance carrier. After the claim is processed and benefits are paid, any remaining balance will be paid by the hospital, subject to the terms and conditions of the health plan. This benefit applies only to services provided by Iowa Methodist, Iowa Lutheran, Blank Children's Hospital, or Methodist West and does not include bills incurred from any other facility, bills resulting from non-covered services, or co-pay balances. Residents must be covered by the hospital's health insurance plan to qualify for this benefit and residents must submit medical bills within the time frame required by the Plan. **RESIDENTS MUST SELECT THE NETWORK PLAN TO RECEIVE THIS BENEFIT. RESIDENTS COVERED BY THE HOSPITAL'S HEALTH SAVINGS PLAN (HSA) DO NOT QUALIFY FOR THIS BENEFIT.**
- e. Continuation of Group Health Coverage for Qualified Persons (C.O.B.R.A.). Federal law requires the hospital to allow qualified persons to continue group health coverage after it would otherwise end. Refer to the HR Policy and Procedure Manual by searching the UnityPoint Health Hub for *COBRA – UPHDM HR P&P*.
- f. Life Insurance. A group life insurance policy equal to the resident's annual base earnings, rounded up to the nearest \$1,000, is provided. Residents are also given the option to purchase additional life insurance for self, spouse, and dependent children.
- g. Short-Term Disability Insurance. Short-term disability insurance coverage is provided to residents at no cost. This ensures that residents will receive 60% of their weekly salary if they are unable to work for at least fourteen days due to a non-work related injury or illness. For complete details refer to the UnityPoint Health Hub for *Short-term Disability (STD) – UPHDM HR P&P*. Exceptions to this policy are: (1) maximum benefit is 90 days; long-term disability may follow, and (2) eligibility begins July 1 of the current year.

- h. Long-Term Disability Insurance. Long-term disability insurance coverage is provided to residents at no cost. This ensures that residents will receive a minimum of 70 percent of their monthly salary if they are disabled due to illness or accident, on or off the job. There is a 90-day qualifying period. For more information contact Medical Education Administration at 241-6266.
- i. Workers' Compensation. Residents are protected by workers' compensation laws when an injury, occupational disease, or hearing loss arises out of and in the course of residency training. Residents must immediately report any such injury, disease, or hearing loss to the program director and the hospital's Workers' Compensation office. For complete details about workers' compensation, refer to the UnityPoint Health Hub for *Return to Work Policy – UPHDM HR P&P.*

3. Leave of Absence

Residents may apply for a leave of absence for medical reasons, personal (including parental) reasons, military service and jury duty. Residents should note that the leave of absence may impact resident eligibility to sit for specialty board certification examinations. Residents should review current board requirements. See the Graduate Medical Education Committee Policy on Resident Leave of Absence: *Family Medical Leave Act – UPHDM HR P&P, Jury Duty – UPHDM HR P&P, Military Leave – UPHDM HR P&P.*

4. Counseling Services

The personal life and problems of residents is private affairs. However, in the best interests of patient care, it is felt that when a resident's personal problems are affecting his/her training and performance the problem should be resolved. The Employee Assistance Program is an off-site confidential service the residency uses to assist residents and members of their immediate families in resolving problems. For more information refer to the UnityPoint Health Hub for *Employee Assistance Program – IHDM HR P&P.*

5. Vacation

Residents are eligible for 160 hours of paid PTO per academic year. All leave requests must be scheduled with and approved by the program director. PTO balances are not paid out nor are they carried-over from academic year to academic year. Balances will reload 160 hours at the start of each academic year (July 1).

6. Educational Allowance

Residents are allocated \$700 per year to attend medical meetings, purchase books, or purchase educational software. The program director must approve all uses of this allowance in advance. All travel arrangements should be made through the residency office.

7. Library Services

Library services are provided free to residents and they are welcome to use libraries located on the IMMC/BCH and ILH campuses. Databases for end-user searching are available on the library's web page, including Natural Standard, OVID Medline and Cochrane. Other services including literature searches, document retrieval, photocopying and interlibrary loan are also available.

8. **Meals**

Residents will be provided a stipend for meals in the hospital cafeteria while on duty. All meals must be charged in the cafeteria using the identification badge. Meals are limited to residents only and are not provided to anyone else. Resident meal charges are reported to the residency program coordinator each month.

9. **On-call Housing**

Residents will be provided with reasonable housing within the hospital while on call.

10. **Specialty Society Membership**

The residency will cover the cost of residents' membership in a specialty society as selected by the program director.

11. **Lab Coats**

The residency will purchase lab coats or jackets for the first-year resident. Additional lab coats will be furnished to the resident at the discretion of the program director. The laundering of lab coats is the responsibility of the resident.

12. **Day Care Services**

The UnityPoint Health – Des Moines Child Development Center provides care for children six weeks to five (5) years of age through a variety of day care programs. Residents may enroll their children at the employee rate. Enrollment is subject to availability.

13. **Free On-site Fitness Center**

Residents are eligible to join at NO COST. Spouses and dependents (age 18-24) can now have 24-hour access with the purchase of a \$15 photo ID badge. The Health and Fitness Center located in the Burrwood Building on the IMMC campus and level B, north of the cafeteria on the ILH campus. Employees have 24-hour access to the Fitness Centers. For more information, including individual and family rates, call the Center at 241-6073 at IMMC or 263-5736 at ILH.

14. **Enhanced Adoption Assistance**

Resident physicians adopting a child are eligible for a \$4,000 benefit from UnityPoint Health. Residents must provide a notarized statement of expenses and a notarized copy of a court decree for adoption to be eligible for this benefit.

Addendum B
Central Iowa Health System
APPEALS PROCEDURE FOR THE RESIDENT

The "Appeals Procedure for the Resident" defines the proper procedure for handling any questions or concerns that may arise during the training period.

I. Adjudication of Resident Complaints and Grievances.

- A. **Program Director.** All questions, concerns, or problems related to the work environment or issues related to the program and faculty should first be directed to the program director or designee. The program director will be able to address most questions, concerns, problems or issues.
- B. **Administrative Review.** Matters, which cannot be satisfactorily answered by the program director or designee, should be directed to the Director of Medical Education / Designated Institutional Official (DME/DIO) for an administrative interpretation.
- C. **Written Request for Review.** If the resident is dissatisfied with the initial response, a written request may be made to the DME/DIO requesting further review. The DME/DIO or designee will then investigate the matter and/or convene an Ad Hoc Subcommittee of the GMEC to review and make a recommendation regarding the matter. Upon completion of the review, the DME/DIO or designee will provide a written response to the resident.

II. Appeal of Decisions Concerning Suspension, Discharge and Other Adverse Actions Concerning Resident's Participation in the Residency Program.

- A. **Due Process and Grievance Procedure.** Any resident shall have the right of appeal of any adverse decision of the residency program director concerning suspension, discharge, non-renewal of appointment contract or any other adverse decision concerning a resident's participation in the residency program or that could significantly threaten a resident's intended career development.
- B. **Procedure for Appeal.**
 - 1. The residency program director will give the resident written notice of the adverse decision and the reasons for such decision.
 - 2. Any resident aggrieved by an adverse decision may, within ten (10) business days of receipt of written notification of the decision, file a written request with the DME/DIO (or designee) for a hearing before the Appeals Board. Notification of the DME/DIO (or designee) by the resident should be made by certified mail, return receipt requested. (Failure to request a hearing shall constitute a waiver of the right to a hearing.)
 - 3. Upon receipt of the request to appeal, the DME/DIO (or designee) shall designate a time for a hearing of the Appeals Board for purposes of investigation of the appeal.
 - 4. Any hearing requested shall be held within twenty (20) business days after receipt of the request.

5. The DME/DIO (or designee) shall notify the resident by certified mail, return receipt requested, of the time and place of the hearing at least seven (7) business days in advance. At the same time a statement of particulars shall be provided to the resident giving the reason for the program director's action.
 6. The hearing shall follow the format described below:
 - a. The program director shall present information including documents and witnesses in support of the adverse action.
 - b. The resident shall be entitled to present information including documents and witnesses in response to the statement of particulars and information presented by the program director and in support of their position.
 - c. The resident may choose a resident or faculty member from his/her program, to serve as an advocate during the appeals hearing so long as written notification is given to the Director of Medical Education Services (or designee) at least three (3) business days prior to the hearing. Representation by an attorney is not permitted.
 - d. After the introduction of all information, the Appeals Board shall deliberate and make a decision affirming, modifying or rejecting the original decision. The Appeals Board's decision is final and will be prepared into a written report. Copies of its decision shall be provided to the resident by certified mail, return receipt requested, the program director and the Director of Medical Education within seven (7) business days of the end of the hearing.
 - e. Sample hearing protocol:
 1. Presentation by Program Director
 - Explanation of Decision & Rationale including supporting documents and witnesses.
 - Opportunity for Questions by Resident & Advocate
 - Opportunity for Questions by Appeals Board Members
 2. Presentation by Resident
 - Explanation of Position & Rationale including supporting documents and witnesses.
 - Opportunity for Questions by Program Director
 - Opportunity for Questions by Appeals Board Members
 3. Summative Comments by Program Director
 4. Summative Comments by Resident
 5. Appeals Board Adjourns to Private Deliberations
- C. **Appeals Board.** The Appeals Board shall consist of the following:
- Chairperson of Graduate Medical Education Committee or designee, if the chairperson is the director of the program under appeal, shall serve as Chair of the Appeals Board.
 - Two residency program directors appointed by the Chair of the Appeals Board. The director of the program under appeal shall not serve on the Appeals Board.
 - A resident peer appointed by the Chair of the Appeals Board.
 - A faculty member appointed by the Chair of the Appeals Board.
 - Director of Medical Education Services, ex officio without vote.
- D. **Release.** All residents agree to release Iowa Lutheran Hospital, Iowa Methodist Medical Center and Blank Children's Hospital, its employees and any member of the board of directors or medical staff from any liability for any statements made, or information supplied in good faith and without malice to the program director or Appeals Board, or for disciplinary action taken pursuant to this appeals procedure.