

SAMPLE – RESIDENT CONTRACT

**GRADUATE MEDICAL EDUCATION APPOINTMENT AGREEMENT
FAMILY MEDICINE RESIDENCY PROGRAM
Iowa Lutheran Hospital**

I, --Resident's Name--, accept the offer of a graduate medical education appointment as a resident physician in the Family Medicine Residency Program of Central Iowa Health System d/b/a Iowa Lutheran Hospital beginning June 23, 2016. I understand that the first four (4) days of this agreement include new resident orientation and the first day of my appointment as a resident physician is June 29, 2016.

1. **EDUCATIONAL EXPERIENCE AND TERM OF APPOINTMENT.** I understand that Iowa Lutheran Hospital will maintain a high quality residency program in accordance with the standards established by the Accreditation Council for Graduate Medical Education. I understand that I am being provided the opportunity to fulfill the requirement of a categorical residency in family 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 two (2) times for a total of three (3) years ("Initial Residency Terms"), unless either party gives written notice of its intent not to renew the agreement. Written notice not to renew the agreement must be provided at least one hundred twenty (120) days prior to the anniversary of the first day of my appointment as a resident physician. 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 Lutheran Hospital may terminate my appointment, with 30 days written notice to me, if I am unable to fulfill my responsibilities as outlined below. Iowa Lutheran Hospital agrees 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.
2. **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.

- 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 by the Physician to constitute a violation of law.
3. **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.
4. **SUPERVISION.** I understand that I serve as a resident physician only, under the direct supervision of the Program Director and teaching faculty, who are licensed practitioners of the State of Iowa.
5. **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 and laundry services, 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.
6. **RESIDENT POLICIES.** I understand that the hospital has established policies through the GME Committee, residency programs, human resources department, and administration

that 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 copies of the GME Committee policies and residency program specific policies will be given to me at incoming resident orientation, and I will acknowledge receipt of the policies at that time. 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.

7. **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.
8. **RECORD CHECK.** I understand that Iowa Lutheran Hospital 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 Lutheran Hospital, its agents and employees from all liability for acts performed in good faith and without malice in connection with evaluation of my residency application.
9. **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.
10. **APPOINTMENT, ADVANCEMENT AND RENEWAL.** 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 or non-renewal of this contract at the anniversary date. Iowa Lutheran Hospital and I agree to give written notice of non-renewal at least one hundred and twenty (120) days prior to the anniversary of the first day of my appointment as a resident physician. See the GME Committee Policy on Evaluation and Promotion of Residents.

--Resident's Name--

Date

Resident Physician Appointee

Corrine M. Ganske, MD
Program Director, Family Medicine Residency

Date

Eric T. Crowell
President and CEO, UnityPoint Health - Des Moines

Date

William J. Yost, MD
Vice President, Medical Education and Research

Date

**IOWA LUTHERAN HOSPITAL
FAMILY MEDICINE RESIDENCY PROGRAM**

**Letter of Renewal
Graduate Medical Education Appointment Contract**

Dear (name):

I am pleased to confirm that your employment as a resident physician in the family medicine residency program of Iowa Lutheran Hospital will be renewed for one year on (date), per the conditions of the Graduate Medical Education Appointment Contract.

The renewal of your contract and promotion to the next level will become effective (date), assuming you have met all the requirements of the current postgraduate year.

In the space below, please indicate your intention to renew your agreement and continue your training at Iowa Lutheran Hospital. A copy of this letter of renewal will be given to you for your personal records.

I look forward to your continued education at Iowa Lutheran Hospital.

Sincerely,

Corrine M. Ganske, MD
Program Director

_____ I, (name), agree to renew my Graduate Medical Education Appointment Contract as a resident physician in the family medicine residency program of Iowa Lutheran Hospital for one year effective (date).

Signature

Date

_____ I, (name), regret to inform you that I will not be renewing my Graduate Medical Education Appointment Contract with the family medicine residency program of Iowa Lutheran Hospital. I thereby give formal notice that I will be leaving the residency program effective (date).

Signature

Date