GRADUATE MEDICAL EDUCATION APPOINTMENT CONTRACT
PODIATRIC MEDICINE AND SURGERY -36 (PM&S -36) RESIDENCY PROGRAM
Iowa Methodist Medical Center

I, --Resident’s Name--, D.P.M., accept the offer of a graduate medical education appointment as a resident in the Podiatric Medicine and Surgery -36 (PM&S -36) Residency Program of Iowa Methodist Medical Center beginning July 1, 2010.

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 requirements of a residency in Podiatric Medicine and Surgery -36 (PM&S -36), which is designed as a three (3) year program. I understand that my appointment is for a one (1) year term, renewable each year on the anniversary date of the contract, unless Iowa Methodist Medical Center or I give written notice of non-renewal at least one hundred twenty (120) days prior to the start of a new program year. Notwithstanding the above, I understand that Iowa Methodist Medical Center may terminate my appointment, with 30 days written notice to me, if I am unable to fulfill my responsibilities as outlined below. Iowa Methodist Medical Center agrees to maintain a record of my performance and upon satisfactory completion of the appointment will award to 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, “Guide to Employee Conduct,” applicable 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 resident. Outside work and leisure activity will not detract from my performance as a podiatric medicine and surgery resident.
   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. 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, or handicapping condition.
   l. Maintain logs documenting participation in all relevant podiatric medical and surgical activities.
m. Subject to short-term illness or disability, be physically, mentally and emotionally fit to discharge the responsibilities under this contract.

n. Be eligible to participate in and provide services to Medicare and Medicaid beneficiaries.

o. Promptly notify the Program Director 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.

p. 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.

q. Promptly notify the Program Director or the Iowa Health System Compliance Officer, General Counsel or Compliance Helpline of any circumstances reasonably believed by the resident to constitute a violation of law.

3. LICENSURE. I agree to satisfy the Iowa Board of Podiatry licensure requirements and hold current authority from the Iowa Board of Pharmacy Examiners and the Drug Enforcement Administration to prescribe all drugs and medications necessary in connection with the Program. I agree to notify the Program Director of any adverse action pending or threatened against my license.

4. SUPERVISION. I understand that I serve as a resident 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, 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 which affect residents. These policies concern work environment and duty hours, sexual and other harassment, patient care activities external to the program (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 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.

9. **HEALTH SCREENING.** I understand that the offer of appointment as a podiatric medicine and surgery resident is conditioned upon completion of a favorable 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 conditional 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 Methodist Medical Center and I agree to give written notice of non-renewal at least one hundred and twenty (120) days prior to the start of a program year. See the GME Committee Policy on Evaluation and Promotion of Residents.

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--Resident's Name--, D.P.M.               Date
Podiatric Medicine and Surgery Resident Appointee

K. Linda Bratkiewicz, D.P.M., F.A.C.F.A.S.               Date
Director, Podiatric Medicine and Surgery -36 Residency Program

Douglas B. Dorner, M.D., F.A.C.S.               Date
Senior Vice President, Medical Education and Research

Eric T. Crowell                       Date
President and CEO