

NON-COMPETE AGREEMENT

I. Policy

All salaried clinical faculty members and Associates of the Carver College of Medicine are required to sign a non-compete agreement.

II. Non-Compete Agreement

Upon my voluntary termination of my appointment as a member of the salaried faculty of the Carver College of Medicine or as an appointee as Associate in the Carver College of Medicine, I will refrain for a two year period from engaging in the practice of (medicine, psychology, etc.) in any community as defined herein. For purposes of this paragraph, "community" means any municipality in which I practiced (medicine, psychology, etc.) through a Carver College of Medicine or University of Iowa Hospitals and Clinics Sponsored Program and the surrounding geographic area defined by 50 mile radius from the practice site(s), the University of Iowa Carver College of Medicine located in Iowa City, Iowa and the University of Iowa Hospitals and Clinics located in Iowa City, Iowa.

III. Liquidated Damages

a. I agree that if I violate the provisions of this Non-Compete Agreement, I shall pay The University of Iowa a sum equal to the greater of my total gross pay or net collections, for twelve (12) months immediately preceding the date of termination as liquidated damages.

b. In addition to the liquidated damages under Section III.a above, if I terminate my University employment less than three years from the date written below, I agree to pay the University of Iowa as outlines below. These additional liquidated damages shall be prorated over three years based on the length of my employment from the date written below and the date of my voluntary termination (e.g., if I depart one year from the date written below, I shall pay 2/3 of the additional liquidated damages):

- Moving expenses
- Fees paid for certification examinations & professional memberships
- Undepreciated laboratory or clinical service start-up expenses
- Any support or subsidy of my salary paid by the University of Iowa Physicians/Carver College of Medicine and/or the University of Iowa Hospitals and Clinics utilized to meet uncovered direct and benefit costs. Uncovered direct and benefit costs equals my total collections-(salary + bonuses + benefits).

c. I recognize and agree that damages in the event I violate the provisions of this Non-Compete Agreement would be difficult or impossible to ascertain, though great and irreparable. I agree and acknowledge that the liquidated damages clause is the essence of this entire Non-Compete Agreement and I have received sufficient consideration for such clause.

IV. Modification

Under extraordinary circumstances, as determined by the University of Iowa Physicians Board, the provisions of this Non-Compete Agreement may be modified in writing. Any request for a modification must be submitted in writing to be reviewed and considered by the University of Iowa Physicians Board.

V. Arbitration

Any claim, controversy or dispute, between me and the University of Iowa regarding the enforcement of this Non-Compete Agreement shall be resolved by binding arbitration. Arbitration will be conducted in accordance with the Rules of the American Arbitration Association, which rules are incorporated herein by reference. There shall be one arbitrator for any arbitration. The arbitrator shall be selected pursuant to the Rules of the American Arbitration Association. The arbitrator's decision and award shall be final and binding, as to all claims which were, or could have been raised in the arbitration, and judgment upon the award rendered by the arbitrator may be entered to any court having jurisdiction thereof. The parties shall share equally the fees and expenses of the arbitrator. If any party hereto files a judicial or administrative action asserting claims subject to this arbitration provision, and another party successfully stays such action and/or compels arbitration of such claims, the party filing said actions shall pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including reasonable attorneys' fees.

Dated at Iowa City, Iowa, this _____ day of _____, _____.

Faculty Member/Associate

Department Head

University of Iowa Physicians

CONTRACT IN REGARD TO MEDICAL PRACTICE BY CLINICAL FACULTY MEMBERS OF THE CARVER COLLEGE OF MEDICINE OF THE UNIVERSITY OF IOWA

As a part of the contract with the Board of Regents, State of Iowa by which I have been appointed as a member of the faculty of the Carver College of Medicine at the University of Iowa and will engage in medical practice, I hereby agree with the Board of Regents, State of Iowa that my medical practice shall be upon the following basis:

1

That my teaching in the Carver College of Medicine and my duties at University of Iowa Hospitals and Clinics for the care of indigent as well as private patients as required by the Dean of the Carver College of Medicine, the University of Iowa Physicians (UIP) Board, and my department or program shall have first call upon my services.

2

That my clinical practice shall be limited to intramural and extramural Carver College of Medicine-sponsored programs.

3

That I will follow the Patient Care Policy of the Carver College of Medicine UIP by providing personal and identifiable services to all patients for whom I am responsible. That my activities in the practice of medicine hereunder will be covered by the professional liability protection provided by the Carver College of Medicine (UIP) and I agree to fully cooperate with any claims suits or other proceeding. The Attorney General's Office, in accordance with Iowa law Chapter 669, has the authority to refuse to defend and indemnify any state employee who fails to cooperate in the investigation and defense of any claim and also has the authority to seek restitution from the employee.

4

That I will participate in the Carver College of Medicine UIP and the implementation thereof, and will fully account for all fees received by me from practice and deposit the same as a part of said Plan to be administered and distributed according to the terms thereof, and that only such amount of money as is distributed to me under such Plan will be my own funds from my practice.

The terms and provisions of the University of Iowa Carver College of Medicine UIP as the same now exists and as it may be amended from time to time are incorporated into this contract, and by this reference made a part hereof as if set forth in full herein.

That I agree to abide by the terms, provision, bylaws and policies of the UIP and the University of Iowa Carver College of Medicine, and University of Iowa Hospitals and Clinics..

5.

That I will provide no less than 8 weeks prior notice of my intent to terminate my employment with the University of Iowa Carver College of Medicine by written notice to the DEO and CMO of UIP.

6

That I understand it is the University of Iowa Carver College of Medicine policy to withhold terminal vacation pay until such time as the requisite clinical care documentation has been completed and by signing below, I hereby give the University authority to withhold such payment until all separation policy obligations are fulfilled.

Policy on Separation Obligations:

Upon determination of the effective date of separation from the UIP, the Employee must observe the following procedures:

- Employee shall continue to perform assigned duties prior to the effective date of separation at the discretion of the DEO.
- During this period, ending on the effective date of Separation, Employee shall maintain regular office hours, provide appropriate aftercare to patients and complete all necessary records relating to Employee's services.
- Call Schedule: Employee shall remain subject to the coverage requirements of this Agreement until the effective date of separation.
- Documentation:
 1. It is the expectation of all participating members in UIP that patient visits be entered into the medical record within 24 hours of a visit and that all billing and documentation be completed by 7 days. It is the expectation by UIP that discharge summaries be completed at discharge and signed by faculty within 24 hours.
 2. It is no longer possible to continue electronic medical record access after ending an appointment with the University.

Date at Iowa City, Iowa, the _____ day of _____, _____.

DEO signature

Signature UIP

APPLICATION
IOWA MEDICAL MUTUAL INSURANCE COMPANY
Medical Practitioners Professional Liability Insurance

1. **DEMOGRAPHIC**

_____	MI	_____
First Name		Last Name
		<input type="checkbox"/> Male
_____	_____	<input type="checkbox"/> Female
Date of Birth	Identification Number	

2. **MEDICAL LICENSES**

STATE

LICENSE NUMBER

Iowa

Other (specify)

3. **BOARD CERTIFICATION**

YEAR

4. **CARVER COLLEGE OF MEDICINE DEPARTMENT**

5. **POLICY LIMIT** \$ 2,000,000 **SELF-INSURED RETENTION** \$ 4,000,000

6. **MEDICAL SPECIALTY RATING**

IMMIC Classification Code _____ Rating Class _____
Reserved for Company Use

APPLICANT'S SIGNATURE _____

APPLICANT'S PRINTED NAME _____

DATE _____

**POLICY HOLDER AGREEMENT
AND PROXY FOR
IOWA MEDICAL MUTUAL INSURANCE COMPANY**

As a participant of the University of Iowa, Carver College of Medicine, University of Iowa Physicians ("UIP"), my activities in the practice of medicine are covered by professional liability protection provided through the UIP. In order to implement that coverage, I agree to become a policyholder of the Iowa Medical Mutual Insurance Company, such premium to be paid on my behalf by the UIP.

As a policyholder with Iowa Medical Mutual Insurance Company, ("Corporation"), I hereby designate the Dean of the Carver College of Medicine, The University of Iowa, to serve as my irrevocable proxy and to attend all policyholder meetings on my behalf and to vote, execute, consent or otherwise represent me in the same manner and with the same effect as if I were personally acting on any matters submitted to policyholders at any time or place for their approval or consent.

Dated: _____

Signature