

RESIDENT PHYSICIAN CONTRACT

THIS AGREEMENT is made by and between _____ (“**RESIDENT**”), of _____ and Ball Memorial Hospital, Inc. (“**HOSPITAL**”), an Indiana nonprofit corporation, of 2401 University Avenue, Muncie, Indiana 47303.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. APPOINTMENT. Subject to the terms and conditions set forth in this Agreement, **RESIDENT** hereby accepts appointment as a Resident in the **HOSPITAL’S** _____ Residency Program which is a _____ (__) year program.

2. QUALIFICATIONS. **RESIDENT** acknowledges that during the term of this Agreement, he/she shall maintain a current license or temporary medical permit to practice medicine in the State of Indiana. **RESIDENT** also agrees, during the term of this Agreement, to maintain all necessary registrations and permits to prescribe controlled substances if such registrations and permits are necessary to fulfill the educational requirements specific to their specialty. Further, **RESIDENT** agrees during the term of this Agreement to remain free of sanction or restriction of any kind under the Medicare and Medicaid programs.

3. EMPLOYEE HANDBOOK/RESIDENT HANDBOOK. The then current **HOSPITAL** Resident Handbook (“Resident Handbook”) as amended from time to time shall govern any and all terms and conditions of employment not specifically addressed in this Agreement. Additionally, the then current institutional Employee Handbook as amended from time to time shall govern any and all terms and conditions of employment not specifically addressed in this Agreement and/or the Resident Handbook.

Copies of the Resident Handbook and Employee Handbook shall be provided to **RESIDENT**. These policies include grievance procedures and due process, effect of leaves on satisfying criteria for program completion, duty hour policies and procedures, policy on moonlighting, and other professional activities outside the program.

4. RESIDENT RESPONSIBILITIES. **RESIDENT** acknowledges and agrees that he/she has read the STATEMENT OF HOUSE STAFF RESPONSIBILITIES in the Resident Handbook and agrees to fulfill the responsibilities stipulated in the Statement, including future amendments. **RESIDENT** also agrees to abide by all other policies, procedures and rules of Ball Memorial Hospital which may be in force during his/her appointment period. Furthermore, **RESIDENT** shall also abide by the Rules and Regulations of the Ball Memorial Hospital Medical Staff in force during his/her appointment period.

5. HOSPITAL RESPONSIBILITIES. **HOSPITAL** will provide:

- A suitable academic environment for educational experiences in the **RESIDENT’S** specialty;
- A training program that strives to meet and exceed the standards of the Essentials of Approved Residencies promulgated by the Accreditation Council for Graduate Medical Education (ACGME), when such Essentials apply;
- Upon satisfactory completion of the training program, a Ball Memorial Hospital certificate of completion.

6. TERM. The term of this appointment shall commence on July 1, 20____ and terminate

on June 30, 20__ (“Initial Term”), unless terminated sooner in accordance with the terms of this Agreement. If, in the sole discretion of the Director of the graduate training program in which the **RESIDENT** participates, the **RESIDENT** has fulfilled all of the educational requirements and attained the knowledge and skill necessary to progress to the next level of post-graduate training **and** fulfilled all of the other terms and conditions stipulated in this Agreement, then this Agreement shall automatically renew for an additional period of twelve (12) months (“Renewed Term”) unless the **RESIDENT** is a participant in the One Year Transitional Program in which automatic renewal of this Agreement does **not** apply; furthermore, the automatic renewal does **not** apply if the Program years dedicated to the Residency Program in which the **RESIDENT** was appointed as set forth in paragraph 1. herein above have expired. If **HOSPITAL** determines that the **RESIDENT’S** contract shall not be renewed for an additional period of twelve (12) months, then **HOSPITAL** shall provide **RESIDENT** with written notice of non-renewal of **RESIDENT’S** contract no later than four (4) months prior to the end of the **RESIDENT’S** Initial Term or any Renewed Term, as applicable. Provided, however, if the primary reason(s) for the non-renewal occurs within the four (4) months prior to the end of the Initial Term or any Renewed Term, **HOSPITAL** shall provide **RESIDENT** with as much written notice of non-renewal of this contract as the circumstances will reasonably allow. Residents must be allowed to implement the institution's grievance procedures, when they have received a written notice of intent not to renew their contracts.

If **HOSPITAL** determines that the **RESIDENT** will not be promoted to the next year of the program (but contract is being renewed), then **HOSPITAL** shall provide **RESIDENT** with written notice of non-promotion to **RESIDENT** no later than four (4) months prior to the end of the **RESIDENT’S** Initial Term or any Renewed Term, as applicable. Provided, however, if the primary reason(s) for the non-promotion occurs within the four (4) months prior to the end of the Initial Term or any Renewed Term, **HOSPITAL** shall provide **RESIDENT** with as much written notice of non-promotion as the circumstances will reasonably allow. Residents must be allowed to implement the institution's grievance procedures, when they have received a written notice of intent not to promote them to the subsequent year of training.

Certification boards vary in their requirements regarding the effects of leaves of absence, for any reason, taken during residents’ training on their eligibility and the timing for board certification. Individual residency review committee (RRCs) and/or specialty board criteria for satisfactory completion of each residency program will determine the amount of additional training required because of leaves of absence. Residents should contact their Program Director for this information and/or obtain the specific relevant information from their certifying boards.

7. COMPENSATION. **RESIDENT’S** annual salary shall be based on the level of residency achieved. The compensation amounts for the initial term of this Agreement are set forth in the Resident Handbook. **RESIDENT** shall be paid 1/26th of **RESIDENT’S** annual salary on a bi-weekly basis. Salary payments shall be subject to all local, state and federal withholding taxes and any other applicable taxes. **RESIDENT** acknowledges that the compensation amounts stipulated in the Resident Handbook are subject to change on an annual basis at the sole discretion of **HOSPITAL**.

8. EXPENSE ALLOWANCE. **RESIDENT** shall be reimbursed for approved expenses in accordance with the Expense Allowance Policy set forth in the Resident Handbook.

9. FRINGE BENEFITS. Unless otherwise specified in this Agreement or the Resident

Handbook, **HOSPITAL** shall provide **RESIDENT** with the same fringe benefits provided to other salaried **HOSPITAL** employees. The aforementioned fringe benefits begin at the time of employment and are set forth in the Employee Handbook as amended from time to time. The Employee Handbook defines the fringe benefit options available to **RESIDENT** in the following benefit areas:

- Health Insurance
- Dental Insurance
- Short-term and long-term disability insurance
- Life insurance
- Tax Deferred Annuity
- Paid Time Off Plan
- Leaves of Absence
 - Vacation
 - Parental Leave
 - Sick Leave
 - Effect of Leave
- Counseling, Medical, Psychological and other Support Services
- Health & Wellness Services

RESIDENT acknowledges that the fringe benefits stipulated above are subject to change at the sole discretion of Ball Memorial Hospital.

10. OTHER BENEFITS/SERVICES. The then current Resident Handbook as amended from time to time defines the benefits/services provided to **RESIDENT** in the following areas:

- Meals
- Uniforms
- Expense Allowance
- Living Quarters
- Laundry Services

RESIDENT acknowledges that the benefits/services stipulated above are subject to change at the sole discretion of **HOSPITAL**.

11. PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, **HOSPITAL** shall maintain professional liability insurance or comparable coverage in the minimum amounts necessary to qualify **RESIDENT**, while acting in the course and scope of his/her employment, as a provider under the terms of the Indiana Medical Malpractice Act. After termination of this Agreement, **HOSPITAL** will continue to maintain professional liability coverage in amounts necessary to qualify **RESIDENT** as a health care provider under the Indiana Medical Malpractice Act for applicable claims filed against **RESIDENT** arising out of the course or scope of **RESIDENT'S** employment with **HOSPITAL** as stipulated herein. **RESIDENT** shall promptly report to **HOSPITAL** through the program director of the graduate training program in which **RESIDENT** participates any incident which might give rise to any malpractice claim or suit against him/her. **RESIDENT** agrees to cooperate with **HOSPITAL** to resolve any such claims or suits in a timely manner. **RESIDENT** acknowledges that the professional liability insurance provided to **RESIDENT** pursuant to the terms of this Agreement does not apply to any activities outside the scope of **RESIDENT'S** appointment under the terms of this Agreement. **HOSPITAL** shall also bear the cost of any legal defense of **RESIDENT** for the periods of liability described herein.

12. MEDICAL RECORDS. **RESIDENT** shall complete in a timely manner all medical records

on each patient treated and shall maintain the confidentiality of such records as required by federal, state, and local laws and regulations. **RESIDENT** acknowledges that failure to complete medical records in a timely manner as stipulated in the Resident Handbook and/or **HOSPITAL** Clinical Staff Rules and Regulations may result in disciplinary action, up to and including discharge.

13. OFF-DUTY ACTIVITIES. **RESIDENT** agrees that, during his/her appointment period, he/she shall not engage in any clinical practice activity without the prior approval of his/her program director. Furthermore, **RESIDENT** agrees that during their appointment period he/she shall not engage in any activities outside the scope of his or her duties as a **RESIDENT** that interferes with or detracts from **RESIDENT'S** duties to **HOSPITAL** or to the orderly and effective operation of the **HOSPITAL** or of the educational program to which **RESIDENT** has been appointed. **RESIDENT** also agrees that any clinical practice activities that he or she engages in outside the scope of his or her training program ("Moonlighting") shall comply with the Moonlighting Policy outlined in the then current Staff Handbook.

4. TERMINATION. **HOSPITAL** may immediately terminate this contract for due cause by written notice to **RESIDENT** that the contract is terminated. The parties acknowledge and agree that for purposes of this Agreement, the term "due cause" shall be defined in the current Resident Handbook. **RESIDENT** acknowledges and agrees that the Grievance Policy and Procedure and Adverse Action Policy and Procedure as stipulated in the then current Resident Handbook shall apply to **RESIDENT**.

15. DISCRIMINATION. **RESIDENT** acknowledges that formal charges of discrimination based on race, sex, age, religion, national or ethnic origin, disability, marital status, sexual orientation, or veteran status, shall be filed with Human Resources in accordance with the policies and procedures outlined in the then current Employee Handbook.

16. HARASSMENT. **RESIDENT** acknowledges that **HOSPITAL** does not tolerate sexual or other forms of harassment by and/or directed at House Staff members. **RESIDENT** acknowledges and agrees that he/she is subject to the policies and procedures outlined in the then current Employee Handbook concerning sexual and other forms of harassment.

17. NOTICES. Any notice required under this Agreement shall be in writing and shall be deemed given if delivered in person or by United States certified mail, return receipt requested, and addressed as follows:

If to HOSPITAL

Charles E. Sanders, Jr., M.D.
Vice-President, Medical Education
Ball Memorial Hospital
2401 University Avenue
Muncie, Indiana 47303

If to RESIDENT

Or such other address as either party may from time to time designate by written notice to the other party.

18. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto and there have been and are no other agreements, representations or warranties between the parties other than those set forth herein. No oral statements or prior written materials not specifically incorporated herein shall be of any force or effect. This Agreement may be amended only by a written amendment signed by both parties.

19. WAIVER. The failure of either party to insist in any one or more instance upon the strict performance of any terms or conditions of this Agreement by any other party shall not be construed as a waiver or relinquishment for the future of any such term or condition, but shall continue in full force and effect.

20. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance is found to be illegal, invalid or void by a court of competent jurisdiction under any applicable law, it shall be severable, the remaining provisions of this Agreement shall not be impaired, and the Agreement shall be interpreted as far as possible so as to give effect to its stated purpose.

21. ASSIGNMENT. Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment by either party shall be null and void and of no force or effect.

22. GOVERNING LAW. This Agreement shall be interpreted, governed and construed in all respects under the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have signed this Agreement or caused the same to be signed by their duly authorized officer on the dates set forth below.

HOSPITAL:

BALL MEMORIAL HOSPITAL, INC.

By: _____
Charles E. Sanders, Jr., M.D.
Vice-President, Medical Education

Date: _____

RESIDENT:

Date: _____