

RESIDENT PHYSICIAN CONTRACT

THIS RESIDENT PHYSICIAN CONTRACT (the "Agreement") is made by and between «First» «Middle» «Last» ("**RESIDENT**"), of «Address», «City», «State_» «Zip» and Indiana University Health Ball Memorial Hospital, Inc. ("**HOSPITAL**"), an Indiana nonprofit corporation, of 2401 West 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» Residency Program (the "Residency Program"). The Residency Program is designed to be a «Years_in_Program» consecutive year program commencing on the Effective Date of this Agreement.
2. **QUALIFICATIONS.** **RESIDENT** acknowledges that during the term of this Agreement, **RESIDENT** shall maintain a current, unrestricted Physician license/Osteopathic Physician license to practice medicine issued by the State of Indiana or current Postgraduate Training Permit to practice medicine issued by the State of Indiana, as applicable. **RESIDENT** also agrees, during the term of this Agreement, that **RESIDENT** shall maintain all necessary registrations and permits to prescribe controlled substances in accordance with all applicable federal, state, and local laws, regulations and ordinances. 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 **HOSPITAL** Employee Handbook ("Employee Handbook") and **HOSPITAL** policies 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**, up to and including termination of this Agreement and appointment to the Residency Program, subject to grievance procedures.

Copies of the **RESIDENT Handbook** and Employee Handbook shall be provided to **RESIDENT** or are made available electronically on-line via the **HOSPITAL'S** intranet. 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. The parties hereto acknowledge that **RESIDENT** shall maintain status as a full-time employee of **HOSPITAL** during the term hereof.

4. **RESIDENT RESPONSIBILITIES.** **RESIDENT** acknowledges and agrees that **RESIDENT** has read the **STATEMENT OF RESIDENT 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 **HOSPITAL** which may be in force during **RESIDENT'S** appointment period. Furthermore, **RESIDENT** shall also abide by the Rules and Regulations of the **HOSPITAL** Medical Staff in force during **RESIDENT'S** appointment period.
5. **HOSPITAL RESPONSIBILITIES.** **HOSPITAL** will provide:
 - A suitable academic environment for educational experiences in the **RESIDENT'S** specialty;

- A Residency 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; and
- Upon **RESIDENT**'s satisfactory completion of the Residency Program as determined by **HOSPITAL**, the **HOSPITAL** will issue certificate of completion.

6. **TERM. NON-RENEWAL. NON-PROMOTION.** The term of this Agreement and **RESIDENT**'s appointment to the Residency Program shall commence on July 1, 2022 ("Effective Date") and terminate on June 30, 2023 ("Initial Term"), unless earlier terminated in accordance with the terms of this Agreement. If, in the sole discretion of the Director of the Residency Program in which the **RESIDENT** participates, the **RESIDENT** has: (i) fulfilled all of the educational requirements and attained the knowledge and skill necessary to be promoted to the next level of post-graduate training within the Residency Program at the end of the Initial Term or a Renewed Term, as applicable, and (ii) 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) consecutive months (each, a "Renewed Term") upon the same terms and conditions of this Agreement, unless earlier terminated as provided herein. Notwithstanding anything to the contrary herein, this Agreement shall terminate at the expiration of the Initial Term if the **RESIDENT** is a participant in the One Year Transitional Residency Program in which case a Renewed Term does not apply; furthermore, the this Agreement shall automatically terminate, if not earlier terminated, upon expiration of the number of years dedicated to the Residency Program in which the **RESIDENT** was appointed as set forth in paragraph 1. herein above. If there is more than one year dedicated to the Residency Program and **HOSPITAL** determines that this Agreement shall not renew for a successive Renewed Term at the end of the Initial Term or any Renewed Term, as applicable, then **HOSPITAL** shall provide **RESIDENT** with written notice of non-renewal and termination of this Agreement and termination of **RESIDENT**'S appointment to the Residency Program upon expiration of the then existing Initial Term or Renewed Term, as applicable, as soon as possible prior to the termination of the Agreement, subject to grievance procedures. **RESIDENT** must be allowed to implement the grievance procedures set forth in the **RESIDENT** Handbook when **RESIDENT** has received a written notice of intent not to renew this Agreement.

If **HOSPITAL** determines that the **RESIDENT** will not be promoted to the next year of the Residency Program but the HOSPITAL has made the determination to renew this Agreement for a Renewed Term, then **HOSPITAL** shall provide **RESIDENT** with written notice of non-promotion to the subsequent year of the Residency Program to **RESIDENT** as soon as possible prior to the expiration of the then existing Initial Term or Renewed Term, as applicable, subject to grievance procedures. **RESIDENT** must be allowed to implement the grievance procedures set forth in the **RESIDENT** Handbook when **RESIDENT** has received a written notice of intent not to promote **RESIDENT** to the subsequent year of the Residency Program upon commencement of the Renewed Term, as applicable.

Each Residency Program must have policies for promotion, suspension, probation, and graduation; these policies must be provided to each Residency Program's **RESIDENT** members. Certification boards vary in their requirements regarding the effects of leaves of absence, for any reason, taken during **RESIDENT**'s 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 Residency 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 Program achieved (i.e. PGY-1, PGY-2, PGY-3). 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 twelve (12) month salary on a bi-weekly basis. Salary payments shall be less 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**.

In the event an audit should disclose errors or omissions in calculations, payments, credits and/or reimbursements hereunder, the parties agree to correct the same. **HOSPITAL** shall immediately pay **RESIDENT** for any underpayment, and **RESIDENT** shall immediately reimburse **HOSPITAL** for any overpayment upon discovery of such error. If **RESIDENT** should fail to timely reimburse **HOSPITAL** for any overpayment, then **RESIDENT** agrees that such sums may be withheld from the compensation due **RESIDENT** under this Agreement, *if any*, until paid in full within the sole discretion of **HOSPITAL**.

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

9. **FRINGE BENEFITS.** During the term of this Agreement, **RESIDENT** shall be entitled to participate in the following full-time fringe benefit options and employee cost sharing as available to other full-time exempt employees of **HOSPITAL** in the same class as **RESIDENT**, unless otherwise provided in the Employee Handbook or plan documents governing same, as amended from time to time:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Short-term and Long-term Disability Insurance
- Life Insurance
- Vacation/Time Off – one month per Academic Year as determined by the Residency Program Director (for the purposes of this Agreement, “Academic Year” shall mean July 1 to June 30) without any carry over from Academic Year to Academic Year. (The parties agree that any unused Vacation/Time Off by the end of each Academic Year or upon the termination date of this Agreement, as applicable, shall be lost and not otherwise paid to **RESIDENT**.)

RESIDENT acknowledges that the fringe benefits stipulated above are subject to change at the sole discretion of **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
- Smartphones

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 **RESIDENT**'s employment with **HOSPITAL** as stipulated herein, as a health care provider under the terms of the Indiana

Medical Malpractice Act. Upon termination of this Agreement, **HOSPITAL** shall provide such necessary tail coverage or extended reporting endorsements (if necessary) to cover **RESIDENT** for **RESIDENT**'s acts during the course and scope of **RESIDENT**'s employment with **HOSPITAL** as stipulated herein so as to avoid any gaps in coverage and to operate as occurrence type coverage. **RESIDENT** shall promptly report to **HOSPITAL** through the Residency Program Director in which **RESIDENT** participates any incident which might give rise to any malpractice claim or suit against **RESIDENT**. **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 employment under the terms of this Agreement. **HOSPITAL**'s professional liability insurance carrier shall bear the cost of any legal defense of **RESIDENT** relative to the insurance coverage provided 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 and **HOSPITAL** policies. **RESIDENT** acknowledges that failure to complete medical records in a timely manner and/or to maintain the confidentiality and security of such records as stipulated in the **RESIDENT** Handbook, Employee Handbook, **HOSPITAL** policies and/or **HOSPITAL** Medical Staff Bylaws/Rules and Regulations may result in disciplinary action, up to and including discharge and termination of this Agreement.
13. **OFF-DUTY ACTIVITIES.** **RESIDENT** agrees that, during the term of this Agreement, **RESIDENT** shall not engage in any clinical practice activity without the prior approval of **RESIDENT**'s Residency Program Director. Furthermore, **RESIDENT** agrees that, during the term of this Agreement, **RESIDENT** shall not engage in any activities outside the scope of **RESIDENT**'s 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 Residency Program to which **RESIDENT** has been appointed. **RESIDENT** also agrees that any clinical practice activities that **RESIDENT** engages in outside the scope of **RESIDENT**'s Residency Program ("Moonlighting") shall comply with the Moonlighting Policy outlined in the then current Resident Handbook. Provided, however, if **RESIDENT** performs Moonlighting activities outside this Agreement, **RESIDENT** does so as an independent contractor of the patient, not as an employee of **HOSPITAL**, and **RESIDENT** must provide or make arrangement through such other employer/provider for professional liability insurance to cover **RESIDENT**'s Moonlighting activities.
14. **TERMINATION DUE CAUSE.** **HOSPITAL** may immediately terminate this Agreement and immediately terminate **RESIDENT**'s appointment to the Residency Program for due cause by written notice to **RESIDENT**, subject to grievance procedures. The parties acknowledge and agree that for purposes of this Agreement, the term "due cause" shall be defined in the current **RESIDENT** Handbook. **RESIDENT** must be allowed to implement the grievance procedures set forth in the **RESIDENT** Handbook when **RESIDENT** has received a written notice of intent to immediately terminate this Agreement and immediately terminate **RESIDENT**'s appointment to the Residency Program for due cause.
15. **DISCRIMINATION.** **RESIDENT** acknowledges that formal charges of discrimination based on race, gender, 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 resident 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. PROHIBITION OF NON-COMPETE OR RESTRICTIVE COVENANT: In accordance with the ACGME guidelines as stated in the Institutional Requirements, **HOSPITAL'S** Department of Medical Education does not allow non-competition guarantees/restrictive covenants that restrict a **RESIDENT'S** practice after graduation.

18. 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**

J. Matthew Neal, MD, MBA, CPE, MACP, FRCP (Lond.), FACE, FAAPL
Executive Medical Director of Academic Affairs
IU Health Ball Memorial Hospital
2401 University Avenue
Muncie, Indiana 47303

If to **RESIDENT**

«First» «Middle» «Last»
«Address»
«City», «State_» «Zip»

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

19. 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.

20. 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.

21. 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.

22. ASSIGNMENT. RESIDENT shall not assign his/her rights or obligations under this Agreement without the prior written consent of Hospital. Any unauthorized attempted assignment by **RESIDENT** shall be null and void and of no force or effect. Hospital shall be entitled to assign this Agreement without the written approval of **RESIDENT** to any related or affiliated entity of Hospital, to any party acquiring all or substantially all of the assets of Hospital or to a successor entity operating the Residency Program.

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

24. EXCLUSION. RESIDENT certifies that RESIDENT has never been debarred, excluded or otherwise determined to be ineligible from participation in any federally-funded health care program, including but not limited to Medicare, Medicaid, and Tricare, and no proceedings are pending or have been threatened which might have the result of debarment, exclusion, or determination of ineligibility. During the term of this Agreement, RESIDENT shall have a continuing obligation to notify HOSPITAL of any change in RESIDENT's aforesaid representations and warranties under this Section 24. Notwithstanding anything to the contrary herein, any breach of this Section 24. by RESIDENT shall give HOSPITAL the right to immediately terminate this Agreement under this Section 24. upon written notice to RESIDENT, subject to grievance procedures.

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:

INDIANA UNIVERSITY HEALTH BALL MEMORIAL HOSPITAL, INC.

By: _____ Date: _____
J. Matthew Neal, MD, MBA, CPE, MACP, FRCP (Lond.) FACE, FAAPL
Executive Medical Director, Academic Affairs

By: _____ Date: _____
Authorized Representative

RESIDENT:

_____ Date: _____
«First» «Middle» «Last»
«Address»
«City», «State_» «Zip»