

**WOMEN & INFANTS HOSPITAL OF RHODE ISLAND
AGREEMENT OF APPOINTMENT**

Women & Infants Hospital of Rhode Island offers the physician, _____, MD (fellow) who hereby accepts appointment as a Fellow under the following terms and conditions.

Specialty: Perinatal-Neonatal Medicine

Level of Training: PGY

Duration of Appointment: July 1, 20__ – June 30, 20__

Annual Stipend: \$

1. **General Provisions**

A. The Hospital Agrees to Provide: 1. a suitable environment for medical educational experience; 2. a training program that meets the standards of the Institutional and Program Requirements of the Essentials for Accredited Residency Programs as prescribed by the Accreditation Council of Graduate Medical Education, and 3. Pay stipend in bi-weekly installments.

B. Fellow Responsibilities:

1. Participate in safe, effective, and compassionate patient care under supervision, commensurate with his/her level of advancement and responsibility.
2. Participate fully in the educational activities of his/her program and as reasonably required assume responsibility for teaching and supervising other residents and medical students.
3. Participate in educational conferences and activities. Some educational activities occur on weekends or after normal duty hours. Attendance at these educational sessions is mandatory unless a particular fellow is on call or away.
4. Participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures, and policies of the participating institutions.
5. Participate in institutional committees and task forces, especially those that relate to patient-care activities and fellow education.
6. Develop a personal program of self-study and professional growth with guidance from the teaching staff.
7. Conform to Hospital policies, procedures, and regulations as established from time to time by the Hospital.
8. Achieve the educational objectives of the program that include a demonstration of the specific knowledge, skills, and attitudes of the core competencies in patient care, medical knowledge, practice-based

learning, interpersonal and communication skills, professionalism, and systems-based practice.

9. Complete all patients' medical records, as assigned, within 30 days from the date of discharge. Dictate all death notes within 72 hours. Failure to complete medical record obligations within this time frame will result in disciplinary action as determined by the Program Director.
 10. Program Records: Fellows are also required to complete and submit evaluations of the faculty and the rotations to the Program Director. Fellows are also responsible for keeping records of their duty hours accurate and current. Failure to complete these records may result in disciplinary action as determined by the Program Director.
 11. Refrain from any form of harassment or mistreatment of others. Sexual harassment includes offensive and/or unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, when such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment. Mistreatment refers to public belittlement, offensive sexist remarks or names, or harassment based on gender, race/ethnicity, or sexual orientation. Failure to comply with this requirement may result in disciplinary action, including termination. Any fellow who believes that he or she has been the subject of harassment or mistreatment should report the alleged conduct to the Program Director, the Designated Institutional Officer, or to the Vice President of Human Resources.
 12. Read the Fellow's Handbook and be familiar with the contents, especially the educational objectives of the fellowship and the individual rotations.
- C. It is agreed that the initial term of this Agreement shall be as specified herein above with the understanding that, based upon the structure and capacity of the program and the recommendation of the Program Director, the Fellow, with his/her Agreement is eligible to be reappointed annually through the completion of the normal course of training of the program.
- D. The Parties have entered into this Agreement in good faith and acknowledge their respective ethical and legal obligations to fulfill this Agreement until its expiration date, except in the case where the Fellow is unable to do so because of incapacitating illness or in the case of breach of contract by either party or as otherwise expressly contemplated by this Agreement.
- E. Grievance and Disciplinary Procedures (Due Process): If a fellow has a formal grievance with his/her work environment or issues related to the program or faculty, he/she should follow the steps specified in the Hospital's policy on Grievance Procedures specified in the Fellow's Handbook. In the event the Hospital notifies the Fellow of a disciplinary or termination decision based on academic and/or clinical matters, the Fellow shall have those rights and procedures set forth in the Hospital's Policy on Disciplinary Procedure specified in the Fellow's Handbook.
- F. Non-renewal of Appointment: It is agreed that neither party shall terminate this Agreement prior to its expiration date without first giving prior written notice to the other. The Hospital shall have the right to terminate this Agreement at any time

during the term hereof or any renewal thereof for cause, i.e., for misconduct or if the Fellow does not fulfill or otherwise comply with any one or more provision of this Agreement. In the event the program is not going to renew a Fellow's agreement of appointment the program will notify the fellow no later than four months prior to the end of the fellow's current agreement of appointment except if the primary reason(s) for the non-renewal occurs within four months prior to the end of the agreement of appointment. In such cases the program will provide the Fellow with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the agreement of appointment. The fellow may implement the institution's grievance procedures as described in the Fellow's Handbook if the fellow receives a written notice of intent not to renew the Agreement.

- G. Fellowship Program Closure/Reduction Policy: In the event that the number of fellows in the Hospital's program is reduced or the Hospital's training program is discontinued, the Hospital will inform the Fellow at as early a date as possible, and will either allow the Fellow to complete his/her education or assist the Fellow in enrolling in an ACGME-accredited program in which the Fellow can continue his/her education. The program will ensure proper disposition of the Fellow's education records to this new program.

II. Benefits

- A. **Paid Time Off**: PL-4-6 fellows receive 20 days of paid time off to be used for vacations and sick time.
- B. **Professional Liability Coverage (Malpractice)**: The Women and Infants Hospital of Rhode Island will provide insurance for professional liability. All Fellows are covered for all activities and rotations assigned as part of the specific residency program under policies and procedures administered by the Hospital's Risk Management Office. In lieu of purchasing insurance coverage as required by this Agreement Women & Infants Hospital may satisfy its insurance obligations hereunder in whole or in part, by establishing self-insurance trust funds, which funds are established and funded in accordance with reasonably prudent actuarial projections, or by purchasing reinsurance, or any combination of the foregoing. Insurance for extracurricular activities, if any, are not covered and must be arranged by the Fellow.
- C. **Health and Dental Insurance**: Several major health insurance plans are offered to each Fellow and his/her family at hospital expense - the choice of plan is to be made by the Fellow. As required by law, the option of membership in a qualified Health Maintenance Organization is offered, the excess cost of which, if any, becomes the responsibility of the Fellow. Individual dental coverage (Level I and II) is provided for each Fellow. The Hospital's Department of Human Resources will provide incoming Fellows with the details of insurance and is available to assist Fellows with insurance needs.
- D. **Life and Disability Insurance**: The Hospital provides life insurance and disability insurance for Fellows. Fellows can choose to enhance their coverage. The Hospital's Department of Human Resources will provide incoming Fellows on details of insurance and is available to assist Fellows with insurance needs.

- E. Leave: Fellows are entitled to professional leave of absence, parental leave of absence, and sick leave benefits. The program has policies on leave of absence and the effect of leave for satisfying completion of the program. The details of these benefits and the policy appear in the Fellow's Handbook.
- F. Conditions for Living Quarters (while on duty), Meals, and Laundry: Only on-call rooms are provided by the Hospital. An allowance for meals will be made to each Fellow when assigned weekend on-call duty. The Fellow will be responsible for the cost of his/her meals at all other times while on duty. Uniforms will be supplied and laundered for all Fellows (includes scrub suits and white coats).
- G. Counseling, Medical, Psychological Services, and Other Support Services: The Program intends for Fellows to attend the regularly scheduled meeting with the psychologist. The hospital also offers counseling services to Fellows and their family members at no charge through the Rhode Island Employee Assistance Program (RIEAP), a private, non-profit organization. All matters/records are handled confidentially. Details on this service appear in the Fellow's Handbook.
- H. Physician Impairment and Substance Abuse. The hospital provides an educational program for incoming Fellows on physician impairment. Hospital policy on substance abuse and physician impairment appear in the Fellow's Handbook.
- I. Non-Competitive Agreement. Women and Infants Hospital does not require Fellows to sign a non-competitive agreement that would restrict where they practice after graduation from the fellowship program.
- J. Duty Hours: Women and Infants Hospital is responsible for promoting patient safety and education through carefully constructed duty hour assignments and faculty availability. The program has an established policy on duty hours, which appears in the Fellow's Handbook. The duty hours established by the program are designed to support the physical and emotional well-being of the Fellow, promote an educational environment, and facilitate patient care. The program will track the Fellow's duty hours. The Fellow must ensure that his/her duty hours are accurately reported and recorded.
- K. License: All Fellows must obtain a limited Rhode Island license which will be at hospital expense. Fellows who desire to obtain a full Rhode Island license will do so at their own expense. The Fellows who decide to obtain a full Rhode Island license will assume the responsibility of making application and acquiring all necessary certificates and documents required by the State of Rhode Island at his/her own expense.
- L. Moonlighting: Professional and patient care activities that are external to the educational program are called moonlighting. Moonlighting activities, whether internal or external, may be inconsistent with sufficient time for rest and restoration to promote the Fellow's educational experience and safe patient care. The program or institution does not require moonlighting as part of the Fellow's training. Internal Moonlighting will be counted toward a Fellow's duty hours and as such this time must be recorded in the Fellow's time report. No moonlighting will be permitted without specific prospective, written permission by the Program Director. This record will be kept in the Fellow's file. The program will monitor the effect of these activities upon the Fellow's performance. Adverse effects may

lead to the withdrawal of permission by the Program Director. Requests to moonlight must include the site and number of hours the fellow intends to moonlight. Fellows seeking to moonlight in RI outside Women and Infants Hospital must have successfully completed three years of training and have a full medical license from the State of Rhode Island. In this case, the Fellow is responsible for the expense of the license and for ensuring that he/she has professional liability coverage to work at that site.

M. Controlled Substance (Narcotic) Registration: Paid for and registered by the Hospital for Fellows with a limited license.

III. Conditions for Reappointment

1. Fellows are eligible to be appointed each year by the Program Director based on the Fellow's performance reports by his or her preceptor and other faculty members, the CREOG In-Training Examinations, the Fellow's technical skills, teaching performance, and general performance during the fellowship as described in the section on fellow responsibilities in this agreement. The details of the evaluation criteria and process appear in the Fellow's Handbook.
2. Eligibility for graduation will be based on an acceptable level of general clinical skills academic and teaching achievements, and demonstration of adequate cognitive knowledge. The final authority regarding graduation shall rest with the Program Director.

WOMEN & INFANTS HOSPITAL OF RHODE ISLAND

SIGNED: _____
 , MD
 Fellow

DATE: _____

SIGNED: _____
 James F. Padbury, MD
 Pediatrician-in-Chief

DATE: _____

SIGNED: _____
 Constance Howes, Esq.
 President and CEO

DATE: _____