

**WOMEN & INFANTS HOSPITAL OF RHODE ISLAND
RESIDENCY/FELLOWSHIP AGREEMENT**

WOMEN & INFANTS HOSPITAL OF RHODE ISLAND (the “Hospital”) offers the physician, Enter Resident/Fellow Name, Choose MD/DO (the “Resident/Fellow”), who hereby accepts appointment as Choose One under the following terms and conditions.

Department: Pediatrics

Specialty: Neonatal-Perinatal Medicine

Level of Training: PGY-Enter Year

Duration of Appointment: One (1) year FROM: July 1, 2024 TO: June 30, 2025

Annual Stipend: PGY 4: \$76,570 PGY 5: \$81,173 PGY 6: \$83,535

I. HOSPITAL’S OBLIGATIONS

- A. Provide a suitable environment for medical educational experience.
- B. Provide a graduate medical education training program (the “Program”) that is accredited by the appropriate accreditation bodies, including, but not limited to the Accreditation Council for Graduate Medical Education (ACGME), American Osteopathic Association (AOA), American College of Osteopathic Internists (ACOEP), as well as the appropriate Specialty Boards.
- C. Provide clinical programs of sufficient quality so that upon successful completion of the Program, the Resident/Fellow will be qualified to enter in the specialty and subspecialty board examination and certification process, if applicable. For information related to eligibility for specialty board examinations please see <https://www.abp.org/content/subspecialty-certifying-examinations>
- D. Pay stipend in installments, subject to stipulations specified herein and Hospital policies regarding payroll production and payment for disabilities whether related or non-related to the Program.

The Hospital’s obligations to provide Program and payments are at all times subject to the Resident/Fellow’s performance hereunder.

II. RESIDENT/FELLOW’S OBLIGATIONS

- A. Successfully complete the Resident/Fellow’s respective medical school program OR current training program year by the last day of the month preceding the start date of the Resident/Fellow’s Program outlined herein.

- B. Participate in safe, effective and compassionate patient care under supervision, commensurate with his/her level of advancement and responsibility.
- C. Participate fully in the educational activities of Program and the department and, as reasonably required, assume responsibility for teaching and supervising other residents/fellows, students and other learners. Participation in a prescribed set of educational conferences and activities is a prerequisite to completion of the Program. Some educational activities occur on weekends or after normal duty hours. Attendance at these educational sessions is considered part of the responsibilities of Program training. Attendance is mandatory unless a Resident/Fellow is on call or is away.
- D. Participate in institutional programs and activities involving the medical staff.
- E. Adhere to established practices, procedures and policies of the Hospital, the Program, and any other institutions participating in activities and rotations assigned as part of the Program and abide by the Hospital bylaws governing the medical staff and rules and regulations and policies of the medical staff as they pertain to resident/fellow trainees.
- F. Provide proof to Hospital that Resident/Fellow is eligible for limited medical registration or full licensure as a physician in the State of Rhode Island and, as applicable, for other states where rotations are performed.
- G. Participate in institutional committees and task forces, especially those that relate to patient care activities and resident/fellow education, as reasonably required.
- H. Develop a personal program of self-study and professional growth with guidance from the Program faculty.
- I. Conform to Hospital (or any health care facility or agency to which assigned) policies, procedures and regulations as established from time to time by the Hospital and applicable federal and state laws.
- J. 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, including achieving the required ACGME specialty specific milestones.
- K. Complete all patients' medical records within the time period specified by the Hospital (or any health care facility or agency to which assigned). It is the Resident/Fellow's responsibility to ensure the completeness and accuracy of these records. Failure to comply may result in disciplinary action.
- L. Complete and submit evaluations of faculty and the rotations to Medical Education. Residents/Fellow is also responsible for keeping duty hours' time records accurate

and current. Failure to complete these records may result in disciplinary action as determined by the Program Director.

- M. At all times comply with the Hospital's policy on harassment and discrimination, which prohibits any form of harassment or mistreatment of others. Sexual harassment includes, but is not limited to, 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.
- N. Acknowledge and comply with Hospital's policies regarding background security checks, criminal background checks, and medical screenings and immunizations, and complete forms and provide documentation deemed necessary to conduct such checks. The Resident/Fellow acknowledges his/her understanding that acceptance into the Program is contingent upon the information contained in such checks and that the Hospital shall make a determination of eligibility in accordance with the Hospital's policies in effect at that time.
- O. Read the Resident/Fellow Handbook and be familiar with the contents, especially the educational objectives of the residency/fellowship and the individual rotations. As used herein, the Resident/Fellow Handbook, as well as any applicable program-specific manuals provided to the Resident/Fellow as part of the Program shall be collectively referred to as the "Resident/Fellow Handbook".

III. DUTY HOURS

The 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 is detailed in the Resident/Fellow Handbook and applicable Hospital policy. The duty hours established by the Program are designed to support the physical and emotional well-being of the Resident/Fellow, promote an educational environment, and facilitate patient care. The Program will track the Resident/Fellow's duty hours. The Resident/Fellow must ensure that duty hours are accurately reported and recorded.

IV. MOONLIGHTING

As used herein, the term moonlighting refers to professional and patient care activities that are external to the residency program. Moonlighting activities, whether internal or external, may be inconsistent with sufficient time for rest and restoration to promote the Resident/Fellow's educational experience and safe patient care. The Program or Hospital does not require moonlighting as part of the Resident/Fellow's training. Moonlighting will be counted toward a Resident/Fellow's duty hours and as such this time must be recorded in the Resident/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

Resident/Fellow's file. The Program will monitor the effect of these activities upon the Resident/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 resident/fellow intends to moonlight. In the event that moonlighting requires a full medical license, the Resident/Fellow is responsible for the expense of the license and ensuring that he/she has professional liability coverage to work at the moonlighting site. Any moonlighting by the Resident/Fellow should be in accordance with the moonlighting policy outlined in the Resident/Fellow Handbook and should not affect the Resident/Fellow's performance in the Program.

V. PROGRAM CLOSURE, REDUCTION, OR LOSS OF ACCREDITATION

In the event that the number of residents/fellows in the Hospital's Program is reduced or the Hospital's Program is discontinued, the Hospital will inform the GMEC, the DIO, and the Resident/Fellow as soon as possible, and will either allow the Resident/Fellow to complete his/her education or assist the Resident/Fellow in enrolling in another program accredited by the same respective accreditation body in which the Resident/Fellow can continue his/her education. The Program will ensure proper disposition of the Resident/Fellow's residency/fellowship education records to this new program. All efforts will be consistent with the established Program closure and reduction policy found in the Resident/Fellow Handbook, and where applicable, in accordance with Federal regulations governing the Exchange Visitor Program (for exchange visitor visa holders).

VI. AUTHORIZATION TO RELEASE INFORMATION

The Resident/Fellow understands and agrees that should another institution, organization, or individual to which the Resident/Fellow has applied (e.g., state boards, specialty boards, medical staffs, health providers, etc.) request a reference from the Hospital, the Hospital may divulge any and all information it possesses concerning the Resident/Fellow, including information relating to any suspension or termination of this Agreement. The Resident/Fellow hereby authorizes the Hospital to release such information under these circumstances, either during the term of this Agreement or thereafter and to indemnify and hold harmless Hospital employees and agents from any liability arising from that disclosure.

VII. NON-COMPETITIVE AGREEMENT

- A. The Hospital does not require residents to sign a non-competition guarantee.
- B. The Resident/Fellow acknowledges his/her understanding that acceptance to and completion of the Program in no respect guarantees or implies any right to medical staff appointment or granting of medical staff privileges in any other capacity, or any other employment or subsequent consideration for appointment by or at the Hospital.

VIII. FINANCIAL SUPPORT AND BENEFITS

- A. Vacation: The amount of vacation time allotted each academic year to the Resident/Fellow is determined by level of training, as outlined in Appendix A. Vacations must be scheduled in accordance with the Resident/Fellow Handbook and as outlined in Appendix A.
- B. Professional Liability Coverage: The Hospital shall provide professional liability coverage for the Resident/Fellow, as outlined in Appendix A.
- C. Health and Dental Insurance: The Hospital shall make available to Resident/Fellow and his/her eligible dependents Health and Dental Insurance, as outlined in Appendix A.
- D. Workers Compensation, Life Insurance and Disability Insurance: The Hospital provides Life and Disability Insurance for the Resident/Fellow, as outlined in Appendix A.
- E. Leave (Parental, Sick and Other): The Resident/Fellow is entitled to leave of absence, including but not limited to medical, parental, and caregiver leaves of absence, and sick leave benefits in accordance with the Hospital policies, as outlined in Appendix A, and in accordance with applicable laws. Each request for a leave of absence and will be considered on a case by case basis. For any leave of absence granted, the Resident/Fellow agrees to complete all training requirements including the time missed as outlined in the Resident/Fellow Handbook and the Hospital's Resident Physician/Fellow Leave of Absence Policy (*see*, WIH-GME-001). The impact of any leave of absence upon the terms of completion of the training requirements necessary to satisfy criteria for specialty board eligibility will be individually determined as governed by the Hospital.
- F. Living Quarters (for duty only) and Meals: The Hospital will provide living quarters, meals, and certain other benefits to the Resident/Fellow as specified in Appendix A.
- G. The Hospital will pay for and assist the Resident/Fellow with the registration process for limited medical registrations or full licensure, as applicable, in Rhode Island and other states as required to fulfill core rotations. Limited medical registration is for training purposes only. Residents/Fellows who decide to obtain out of state licensing required for elective rotations, or full licenses (for moonlighting), assume the responsibility of making such applications and acquiring all necessary certificates and documents at their own expense. Failure to maintain the appropriate level of license may result in immediate termination from the Program and the Hospital.

IX. PERFORMANCE EVALUATION AND CONDITIONS FOR REAPPOINTMENT

- A. 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,

the financial capacity and needs of the Hospital, and a favorable recommendation from the committee(s) or individual(s) assigned by the Program to evaluate the Resident/Fellow's performance, the Resident/Fellow, with his/her written agreement is eligible to be reappointed annually through the completion of the normal course of training of the Program.

- B. The parties acknowledge and agree to the terms of the relevant policies on selection, evaluation, supervision, and grievance and due process for residents, as outlined in the Resident/Fellow Handbook and the applicable Hospital policies.
- C. The Program will evaluate the Resident/Fellow at least once semi-annually. The Program shall maintain a record of the Resident/Fellow's evaluations, which shall be accessible to Resident/Fellow. The Resident/Fellow may invoke the grievance and due process procedures outlined in the Resident/Fellow Handbook and the applicable Hospital policies in connection with any such performance evaluation.
- D. 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 as a result of disciplinary action instituted against the Resident/Fellow for failure to comply with the terms outlined in Section II of this Agreement, or failure to fulfill any other obligations or provisions of this Agreement. In the event the Program is not going to renew a Resident/Fellow's agreement of appointment, the Program will notify the Resident/Fellow no later than four (4) months prior to the end of the Resident/Fellow's current agreement of appointment except if the primary reason(s) for the non-renewal occurs within the four (4) months prior to the end of the agreement of appointment. In such cases the Program will provide the Resident/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 Resident/Fellow may implement the institution's grievance and due process procedures as described in the Resident/Fellow Handbook and the applicable Hospital policies if the Resident receives a written notice of intent not to renew the Agreement.

X. SUBSTANCE ABUSE

The Hospital provides an educational program for the incoming Resident/fellow on physician impairment. Hospital policy on substance abuse and physician impairment appear in the Resident/Fellow Handbook and/or Hospital's bylaws.

XI. ACCOMODATION FOR DISABILITIES

The Hospital will provide accommodations for disabilities in accordance with the Rhode Island Fair Employment Practices Act and the federal Americans with Disabilities Act.

XII. TERMINATION

- A. This Agreement may be terminated prior to its expiration for reasons stated in this Agreement or referred to by the Resident/Fellow Handbook.
- B. Hospital may terminate this Agreement immediately and without notice in the event Resident/Fellow is convicted of a serious misdemeanor or felony or enters a plea of no contest (*nolo contendere*) to same, or is charged with serious misbehavior in any forum of any type where inimical to the Program or Hospital institutional standards (in the sole determination of Hospital) before or during the term of this Agreement.
- C. Resident/Fellow shall not terminate this Agreement prior to its expiration date without four (4) months prior written notice to the Program Director.
- D. If Resident/Fellow is terminated from the Program, Resident/Fellow may request fair and reasonable review of that decision under the grievance and appeal process, as referred to in the Resident/Fellow Handbook and applicable Hospital policies.
- E. If this Agreement is terminated prior to its expiration date, each party, at its option, may submit an explanatory statement to the appropriate accreditation body. Such statements shall be available to inquirers at the discretion of the accreditation body. All applicable federal and state laws relative to reporting requirements also will be adhered to.

XIII. GENERAL PROVISIONS

- A. The rights and obligations of the Hospital under this Agreement shall inure to the benefit and be binding upon the successors and assigns of the Hospital. The Resident/Fellow may not assign or transfer his/her rights or obligations under this Agreement, and any assignment or transfer made in violation of this provision shall be void.
- B. This Agreement and all matters arising out of and related to the Agreement shall be construed and enforced exclusively in accordance with the laws of the State of Rhode Island, without regard to conflict of law rules of the State of Rhode Island.
- C. The Section headings in this Agreement are for reference only and shall not affect the interpretation or meaning of any provision of the Agreement.
- D. No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any term or condition shall not be construed as a future waiver of the same or any other term or condition hereof.
- E. This Agreement is the final and entire agreement between the parties with respect to the subject matter set forth herein, and supersedes all prior agreements, understandings, representations, and statements, whether oral or written. Neither

this Agreement nor any provisions hereof may be modified or amended unless in an instrument signed by both parties.

- F. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

This Agreement must be signed by all parties and returned to the Program Director prior to the commencement of training.

The parties hereby accept and agree to the terms and conditions of this Agreement.

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APPENDIX A

Neonatal-Perinatal Medicine Fellowship Program

As referenced in this fellowship agreement:

VIII.

- a. Vacation: 4 weeks per calendar year, accruing at just over 6 hrs. per pay period. Vacation time carries over each year.
- b. Professional Liability Coverage: Fellows attain professional liability coverage via Women & Infants Hospital's indemnity program. Completion of an application is facilitated during the onboarding phase.
- c. Health/Dental Insurance: The hospital provides coverage via Blue Cross/Blue Shield and Delta Delta. Enrollment occurs at or before start of fellowship and yearly during fellowship training program.
- d. Workers Compensation, Life Insurance and Disability Insurance: Disability insurance coverage is available at a discounted rate via Northwestern Mutual Life; enrollment occurs at the beginning of fellowship. A life insurance policy may be selected at the time of benefit enrollment. Fellows/Residents are covered by Care New England's Workers' Compensation program, for injuries arising out of, and in the course of the employment with Women & Infants Hospital.
- e. Leave (Parental, Sick, Other): Policies will be disseminated via the fellows' handbook.
- f. Living Quarters (for duty only) and Meals: Fellows use the on-call room on the second floor of the NICU. A meal allowance of \$8.00 per 24-hour on-call is applied to one's cafeteria account (swipe badge).