

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

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

Specialty: OBSTETRICS AND GYNECOLOGY

Level of Training: PG 1, 2, 3, or 4

Duration of Appointment: one (1) year FROM: June 24, 2003 to June 23, 2004

Annual Stipend: \$

I. 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 weekly installments.

B. Resident 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 students.
3. Participate in educational conferences and activities. Some educational activities occur on weekends or after normal duty hours. Attendance at these educational sessions, including but not limited to the endoscopy course, advanced surgical skills lab, and forceps training workshop, is considered part of the responsibilities of residency training. Attendance is mandatory unless a particular resident is on call or is 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 resident 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. Operative notes should be dictated within 72 hours of the surgery. Failure to complete medical record obligations within this time frame will result in disciplinary action as determined by the Program Director.

10. Program Records: Complete OB, GYN and Primary Care experience records at the time of the case. It is the resident's responsibility to ensure the completeness and accuracy of these records. Residents are also required to complete and submit evaluations of faculty and the rotations to Medical Education. Residents are also responsible for keeping their duty hours time records 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 resident who believes that he or she has been the subject of harassment or mistreatment should report the alleged conduct to the Program Director, the Director of Medical Education, or to the Vice President of Human Resources.

12. Read the Resident Handbook and be familiar with the contents, especially the educational objectives of the residency 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 Chief of Service, the Resident, 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 Resident 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 resident 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 Resident Handbook. In the event the Hospital notifies the Resident of a disciplinary or termination decision based on academic and/or clinical matters, the Resident shall have those rights and procedures set forth in the Hospital's Policy on Disciplinary Procedure specified in the Resident 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 Resident 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 Resident's agreement of appointment the program will notify the resident no later than four months prior to the end of the Resident's current agreement of appointment except if the primary reason(s) for the non-renewal occurs within the four months prior to the end of the agreement of appointment. In such cases the program will provide the Resident 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 may implement the institution's grievance procedures as described in the Resident Handbook if the resident receives a written notice of intent not to renew the Agreement.

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

II. Benefits

A. Vacation: PG-1, PG-2, and PG-3 residents receive 3 weeks of vacation. PG-4 residents receive 4 weeks of vacation.

B. Professional Liability Coverage: The Hospital provides insurance for professional liability. Residents 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. The insurance provides occurrence coverage for any incident, claim, or suit that occurs during residency. This coverage provides legal defense and protection against awards from claims reported or filed after the completion of this program if the alleged actions or omissions of the Residents are within the scope of the program. Details on coverage appear in the Resident Handbook. Liability coverage for moonlighting outside the Hospital is not covered by the Hospital and must be arranged by the Resident.

C. Health and Dental Insurance: Several major health insurance plans are offered to each Resident and his/her family at hospital expense - the choice of which plan is to be made by the Resident. 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 Resident. Individual dental coverage (Level I and II) is provided for each Resident. The Hospital's Department of Human Resources will provide incoming Residents on details of insurance and is available to assist Residents with insurance needs.

D. Life and Disability Insurance: The Hospital provides life insurance and disability insurance for Residents. Residents can choose to enhance their coverage. The Hospital's Department of Human Resources will provide incoming Residents on details of insurance and is available to assist Residents with insurance needs.

E. Leave: Residents 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 Resident Handbook.

F. Conditions for Living Quarters (while on duty), Meals, Laundry: Only on-call rooms are provided by the Hospital. An allowance for meals will be made to each Resident when assigned weekend on-call duty. The Resident 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 Residents (includes scrub suits, white coats, and one pair of conductive shoes per academic year). The cost of these shoes is not to exceed \$75.00 per academic year.

G. Counseling, Medical, Psychological Services and Other Support Services: The Program intends for residents to attend the regularly scheduled meeting with the psychologist. The hospital also offers counseling services to residents 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 Resident Handbook.

H. Physician Impairment and Substance Abuse: The hospital provides an educational program for incoming residents on physician impairment. Hospital policy on substance abuse and physician impairment appear in the Resident Handbook.

I. Non-Competitive Agreement: Women and Infants Hospital does not require residents to sign a non-competitive agreement that would restrict where they practice after graduation from the residency 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 Resident Handbook. The duty hours established by the program are designed to support the physical and emotional well-being of the resident, promote an educational environment, and facilitate patient care. The program will track the Resident's duty hours. The Resident must ensure that his/her duty hours are accurately reported and recorded.

K. License: All Residents must obtain a limited Rhode Island license which will be at hospital expense. Residents who desire to obtain a full Rhode Island license will do so at their own expense. The Residents 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 Resident's educational experience and safe patient care. The program or institution does not require moonlighting as part of the Resident's training. Moonlighting will be counted toward a Resident's duty hours and as such this time must be recorded in the Resident'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's file. The program will monitor the effect of these activities upon the Resident'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 intends to moonlight. Residents 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 Resident 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 Residents with a limited license.

III. Conditions for Reappointment

1. Residents are eligible to be appointed each year by the Program Director based on the Resident's performance reports by his or her preceptor and other faculty members, the CREOG In-Training Examinations, the Resident's technical skills, teaching performance, and general performance during the residency as described in the section on resident responsibilities in this agreement. The details of the evaluation criteria and process appear in the Resident Handbook.

2. One of the criteria for promotion is obtaining of at least 25th percentile for his/her national group on the CREOG examination each year.

PG-1 Residents: PG-1 residents are required to take the CREOG examination. No performance criterion is required for PG-1 on the CREOG examination.

PG-2 and PG-3 Residents: If a resident falls below the 25th percentile for his/her national group the CREOG examination in his/her PG-2 and PG-3 year, he/she will be counseled and given the option of taking a second written examination or submitting to an oral examination by two examiners of the American Board of Obstetrics and Gynecology prior to promotion. The two examiners will be asked to examine the Resident on cognitive knowledge and patient management appropriate to the level of that Resident's training. Should one examiner fail the Resident, the Resident will be sent to a third examiner and the opinion of two of the three examiners would prevail. If the Resident fails this oral examination, he/she will be placed on probation until the following CREOG examination. Should the Resident fall below the 25th percentile for his/her national group on this examination the next year, then he/she may be dismissed from the program.

PG-4 Residents: PG-4 residents are not required to attain the 25th percentile on the CREOG examination so long as they are promoted in good standing. Eligibility for graduation will be based on an acceptable level of general clinical skills and demonstration of adequate cognitive knowledge. The final authority regarding graduation shall rest with the Program Director.