

**Kent Hospital**  
**RESIDENCY/FELLOWSHIP AGREEMENT**

**Kent Hospital** (the "Hospital") offers the physician, <<name>> (the "Resident/Fellow"), who hereby accepts appointment as <<position>> under the following terms and conditions.

Department: <<GME Program Name>>

Specialty: <<EM/FM/IM/GI/Podiatry>>

Level of Training: PGY-<<level>>

Duration of Appointment: one (1) year FROM: July 1, 20xx TO: June 30, 20xx

Annual Stipend: \$52,465.00

**I. HOSPITAL'S OBLIGATIONS**

- A. Provide a suitable environment for medical educational experience.
- B. Provide a training 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).
- C. 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 training program.

The Hospital's obligations to provide said 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 training 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 his/her 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 residency/fellowship. Some educational activities occur on weekends or after normal duty hours. Attendance at these educational sessions is considered part of the responsibilities of residency/fellowship training. Attendance is mandatory unless a particular 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 residency/fellowship 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 he/she 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 residency/fellowship 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 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. Residents/fellows are also required to complete and submit evaluations of faculty and the rotations to Medical Education. Residents/fellows 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.
- 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. Failure to comply with this requirement may result in disciplinary action, including termination of employment and dismissal from the residency training program.

- 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 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 Manual, as well as any applicable program-specific manuals provided to the Resident/Fellow as part of his/her program shall be collectively referred to as the "Resident 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 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/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 his/her 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 policies outlined in the Resident Handbook and should not affect the Resident/Fellow's performance.

### **V. PROGRAM CLOSURE, REDUCTION, OR LOSS OF ACCREDITATION**

In the event that the number of residents/fellows in the Hospital's training program is reduced or the Hospital's training 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.

## **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 training 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 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 and sick leave benefits in accordance with the Hospital policies, as outlined in Appendix A. Each request for a leave and any effect on Resident/Fellow's participation in the program will be considered on a case by case basis.
- 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 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 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 due process for residents, as outlined in the Resident Handbook.
- 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 due process procedures outlined in the Resident's Handbook 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 if the Resident/Fellow does not fulfill or otherwise comply with any one or more 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 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 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 procedures as described in the Resident Handbook if the Resident receives a written notice of intent not to renew the Agreement.

**X. 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 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 AND SUSPENSION**

- A. This Agreement may be terminated prior to its expiration for reasons as stated in or referred to by the Resident 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. A resident/fellow who is terminated from the program may request fair and reasonable review of that decision under the grievance and appeal policy, as referred to in the Resident Handbook.
- 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.

Kent Hospital

By: \_\_\_\_\_  
XXXXXX  
 President and COO

Date: \_\_\_\_\_

By: \_\_\_\_\_  
XXXXXX  
 Program Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
XXXXXXX  
 RESIDENT

Date: \_\_\_\_\_

## **APPENDIX A**

### **I. ANNUAL SALARY**

PGY 1: \$52,625.00

PGY 2: \$54,625.00

PGY 3: \$57,328.00

PGY 4: \$58,500.00

PGY-5: \$59,670.00

PGY-6: \$60,863.40

### **II. VACATION/CONFERENCE TIME**

PGY-1 4 weeks 3 weeks vacation/1 week conference

PGY-2 4 weeks 3 weeks vacation/1 week conference

PGY-3 4 weeks 3 weeks vacation/1 week conference

PGY-4 4 weeks 3 weeks vacation/1 week conference

PGY-5 4 weeks 3 weeks vacation/1 week conference

PGY-6 4 weeks 3 weeks vacation/1 week conference

### **III. WORKERS COMPENSATION**

Residents/Fellows are covered by the Care New England Workers Compensation Self Insurance program for on-the-job injuries.

### **IV. LONG-TERM DISABILITY INSURANCE**

After six months of an illness or injury which prevents work, residents/fellows would receive monthly earnings consistent with their individually chosen option (refer to Kent Hospital Employee Benefits)

### **V. LIFE INSURANCE**

Residents/Fellows are covered for a life and accidental death or dismemberment benefit for an amount equal to twice the annual base salary. Options to downgrade or upgrade this benefit are available, if a resident/fellow so chooses (refer to Kent Hospital Employee Benefits).

### **VI. HEALTH & DENTAL**

Coverage under The Hospital's employee benefit program for Health Insurance and Dental Insurance is available to Residents/Fellows and their dependents. The type of coverage offered will be governed by The Hospital's benefits policies in effect at the time for salaried employees during the term of this Agreement. Copies of specific policies currently in effect are available from the Kent Hospital Human Resources Department. If The Hospital conducts a re-enrollment of its health plan(s) during the term of this Agreement, The Resident/Fellow will be offered the opportunity to re-enroll according to



The Hospital's benefits policies in effect at the time for its salaried employees; the amount of premium paid by The Resident/Fellow for the benefit coverage elected will be equal to the premium in effect at the time for salaried employees.

## VII. LIABILITY INSURANCE

Professional Liability Insurance Coverage (Malpractice) is provided to all Residents/Fellows. Professional liability insurance coverage is provided through The Hospital's Medical Indemnification Program on an Occurrence basis (i.e. Occurrence-type liability coverage) for all activities and rotations undertaken as part of The Resident's/Fellow's training program. Coverage for limited extra-curricular activities performed at The Hospital (moonlighting) is provided and must be arranged in consultation with and with the expressed consent of the Program Director. **Any professional services rendered by The Resident/Fellow beyond those assigned as part of the specific residency/fellowship training program and for which a training program stipend is received, whether or not The Resident/Fellow receives (or was to receive) other compensation, is considered to be moonlighting.**

## VIII. LEAVE OF ABSENCE

Leave-of-Absence: Benefits are provided to Residents/Fellows in accordance with The Hospital's leave-of-absence policy. A request for a Leave-of-Absence must be given to the Program Director in writing. Specific training schedule accommodations must be agreed to in advance by the residency's/fellowship's Program Director.

## IX. LIVING QUARTERS

Living Quarters while on duty: Only on-call rooms are provided by The Hospital (or to any health care facility or agency to which The Resident/Fellow is assigned). **“Living quarters while on duty” may consist of a shared overnight room AND will be provided to The Resident/Fellow only without expense to The Resident/Fellow, to be utilized during Duty Hours only.**

## X. MEALS

Meals while on duty: A \$3,000.00 per year meal stipend will be provided to the resident for meals while on duty.

## XI. ACADEMIC STIPEND AND CONFERENCE

Academic Stipend and Conference: An academic stipend of \$2500.00 is provided per academic year for conference travel and/or educational items. The academic stipend may not be rolled over to the next academic year. Please refer to the individual program manual for specifics regarding use of this stipend.