



Mary Hitchcock Memorial Hospital
at
Dartmouth-Hitchcock Medical Center

The Resident/Fellow physician named below hereby acknowledges, accepts and agrees to abide by the following terms and conditions for participation in the ACGME accredited residency or fellowship program.

Resident/Fellow Physician:

Program/Level:

Duration of Appointment:

Stipend:

As terms of this Agreement, each Resident/Fellow Physician agrees and understands that:

1. He/she will perform all duties and accept all reasonable assignments designated by the Program Director and/or his/her designee. Performance will be evaluated periodically by program director and/or departmental chair.
2. He/she will fulfill the obligations set forth in this Agreement and comply with, and be subject to, all other applicable hospital policies and medical staff by-laws; rules and regulations; state, federal and local laws; and standards required to maintain accreditation by relevant accrediting, certifying, or licensing organizations, including obtaining and maintaining the appropriate employment visa and a valid training or permanent New Hampshire license throughout duration of this Agreement.
3. The Graduate Medical Education Red Book, Policies and Procedures for Residents and Fellows, is considered to be part of this agreement. The policies contained in the Red Book include, but are not limited to:
 - a. Grievance procedures and due process.
 - b. Leaves of absence.
 - c. Duty hours.
 - d. Moonlighting.
 - e. Counseling services
 - f. Physician impairment/drug free workplace.
 - g. Harassment
 - h. Accommodation for disabilities
4. All rights to and interests in discoveries, developments, inventions or other intellectual property resulting from research or investigation conducted in the course of an investigator's work on behalf of Dartmouth-Hitchcock or in connection with the use of Dartmouth-Hitchcock resources shall be the sole and exclusive property of Dartmouth-Hitchcock, and no other person or entity shall have any rights of ownership or interest in such discoveries, inventions or intellectual property.
5. He/she will return all hospital properties such as books and equipment; complete all records; and settle his/her professional and financial obligations prior to departure from the residency program.

Resident/Fellow Physicians are expected to undertake the following responsibilities:

1. Develop a personal program of study to foster continual professional growth with guidance from the teaching staff

2. Participate in safe, effective, and compassionate patient care under supervision commensurate with his/her level of advancement and responsibility.
3. Participate fully in the educational and scholarly activities of the program, as required, and assume responsibility for teaching and supervising other residents and students.
4. Participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures, and policies of the institution.
5. Become involved with institutional committees and councils whose actions affect their education and/or patient care;
6. Apply cost containment measures to the provision of patient care; using program and institutional systems.
7. Submit to program director and/or GME, duty hour information, confidential written evaluations of the faculty and of residents/fellows educational experiences, and other information as required;
8. Restrict moonlighting activities according to institutional and program guidelines.

Mary Hitchcock Memorial Hospital and its participating hospital(s) and institution(s) will provide:

1. An accredited academic program that provides for the educational needs of the resident/fellow including the opportunity to acquire the skills, attitudes, and knowledge consistent with proper patient care.
2. Patient care ancillary services; medical records and other support services necessary for quality patient care;
3. Readily available faculty supervision;
4. Appropriate stipends, health, dental and disability insurance beginning on the contract commencement date, per the terms and co-payments of the Hospital's insurance plans as outlined in the Summary Plan Description, Welfare Benefit Plans for House Staff Employees of Mary Hitchcock Memorial Hospital (and its associated yearly addendums).
5. Malpractice insurance coverage for activities within the scope of employment and period of participation in the applicable residency or fellowship program, and afterwards for claims arising out of medical incidents that occurred during the period of the individual's participation in the Dartmouth-Hitchcock insurance program.
6. Counseling services for the employee and their family members through the Employee Assistance Program or as covered by the Health Plan through the Behavioral Health Network, up to and including physician impairment, including that due to substance abuse;
7. A duty hour policy and schedule consistent with patient safety and the educational, Institutional and Program Requirements that apply to the Program; and
8. A work environment that includes adequate food services and sleeping quarters and an overall environment of safety and security.
9. Written policies on residents' vacation and other leaves of absence (with or without pay) to include parental and sick leave consistent with applicable laws.
10. Reasonable accommodation for disabilities.

CONDITIONS FOR REAPPOINTMENT

As the position of resident/fellow involves a combination of supervised, progressively more complex and increasing responsibility in the evaluation and management functions of patient care, reappointment will be dependent upon satisfactory evaluations and fulfillment of program and institutional requirements as determined by the Program Director and/or supervising faculty.

TERMINATIONS AND NON-RENEWAL

Mary Hitchcock Memorial Hospital may terminate this agreement and any obligations it may have there under, at any time, for cause, which shall be deemed to include unacceptable background check, failing a drug test, incompetence, negligence, failure to progress in knowledge or performance, or conduct unbecoming a physician as outlined in the Code of Professional Conduct.

In the event that it is determined by Responsible Person(s) that renewal of this Agreement for a subsequent year of residency/fellowship will not be made, Mary Hitchcock Memorial Hospital shall use its best efforts to provide resident/fellow written notice of such determination within no less than one hundred twenty (120) days prior to the expiration of this Agreement. If primary reason(s) for non-renewal occur(s) within four months prior to end of Agreement of Appointment, written notice will be provided as circumstances reasonably allow.

In the event the resident/fellow intends not to seek renewal of this Agreement for a subsequent year of training, resident/fellow shall use best efforts to furnish the Responsible Person(s) written notice of such intent within no less than one hundred twenty (120) days prior to the expiration of this Agreement. If primary reason(s) for non-renewal occur(s) within four months prior to end of agreement of appointment, written notice will be provided as circumstances reasonably allow.

WITH INTENTION to be legally bound hereby, the Parties have duly executed this Agreement on the date(s) indicated below.

Resident/Fellow

Date

John G. Kelleher
Administrative Director, Graduate Medical Education

Date

SAMPLE