

**Mary Hitchcock Memorial Hospital**

This Agreement is entered into by and between the Resident\* physician named below ("Resident") and Mary Hitchcock Memorial Hospital, a non-profit hospital located at One Medical Center Drive, Lebanon, New Hampshire 03756. Resident hereby acknowledges, accepts and agrees to abide by the following terms and conditions for participation in the ACGME-accredited training program identified below (the "Program"):

\*The term "Resident" as used herein refers to all post-graduate trainees including residents and fellows.

Resident Physician:

Program:

PGY Level:

Duration of Appointment:

Stipend:

**I. Resident understands and agrees that:**

1. Resident is hereby enrolled in a training program sponsored by Mary Hitchcock Memorial Hospital with requirements governed by the Accreditation Council for Graduate Medical Education (ACGME). Resident accepts appointment to the Program at the PGY level and for the appointment duration specified above, unless otherwise terminated as hereinafter provided.

2. Resident's employment is contingent upon Resident complying with the following conditions. Resident shall (a) complete all prerequisite education and training requirements (and provide documentation of such); (b) obtain (and maintain throughout the term of this Agreement) authorization to work in the United States (see Section I(7) below); (c) obtain (and maintain throughout the term of this Agreement) a valid New Hampshire training license to practice medicine; (d) successfully clear employment/pre-appointment screening requirements, including but not limited to, a criminal background check and drug screening, immunization requirements, and other required health screenings and; (e) comply with all Dartmouth-Hitchcock policies related thereto. (The term "Dartmouth-Hitchcock" refers to Mary Hitchcock Memorial Hospital and Dartmouth-Hitchcock Clinic, which do business collectively as Dartmouth-Hitchcock.) Resident must at all times maintain in effect and verify, upon request, all legally required permits, licenses and other relevant documents.

3. The Resident agrees to perform the duties and obligations of a Resident to the best of his/her ability, and to provide clinical services commensurate with his/her level of advancement and responsibilities. The Resident agrees to comply with the instructions and directions of, and at all times remain accountable to, the administration of the Hospital, the Resident's Program Director and chairperson, the attending staff under whose supervision the Resident may be from time to time, and to other senior members of the Department, including senior Residents. Performance will be evaluated periodically by Faculty, the Program Director, and others as may be required.

The Resident further agrees to conduct him/herself at all times in a professional manner, including maintaining cooperative relationships with other Residents, members of the attending staff, nursing staff and other Hospital employees, and avoiding and refraining from engaging in disruptive behavior. The Resident shall at all times, strictly abide by all applicable ethical standards, and avoid acts and omissions constituting professional misconduct under state licensing laws and regulations.

4. The Resident will fulfill the obligations set forth in this Agreement, and comply with, and be subject to, all other applicable Dartmouth-Hitchcock policies, rules, and regulations; including without limitation the GME policies referenced below: Dartmouth-Hitchcock's code of conduct, disruptive behavior policy, sexual harassment policy, corporate compliance policies, conflict of interest policies, physician impairment policies, intellectual property policies, and the Health Insurance Portability and Accountability Act ("HIPAA") privacy and security policies. In addition, Resident will comply with all applicable state, federal, and local laws, including without limitation, laws protecting the privacy and security of patient information, and standards required to maintain accreditation by relevant accrediting, certifying, or

licensing organizations.

Resident acknowledges and agrees that his/her data (which may include social security numbers) and "Milestone" (performance assessment) data may be shared with the applicable certifying board. Any questions concerning this, or any request to withdraw consent, should be communicated to the Designated Institutional Official at Dartmouth-Hitchcock through the GME Office.

5. The Graduate Medical Education (GME) Policies and Procedures located on the Dartmouth-Hitchcock/GME website ([http://gme.dartmouth-hitchcock.org/policies/gme\\_policies.html](http://gme.dartmouth-hitchcock.org/policies/gme_policies.html)) are considered to be an integral part of this Agreement. These policies include, and are not limited to:

- Academic Improvement
- Disability and Accommodation
- Appeal of Disciplinary Action
- Disciplinary Action
- Work Hours
- Fitness for Duty Policy - Employees, Covered Individuals
- General Grievances
- Leaves of Absence
- Moonlighting
- Physician Impairment and Substance Abuse
- Program Closure and Reduction
- Resident Promotion
- Resident Responsibilities
- Stipend Level
- Supervision
- Time Away
- Time Lost from Residency (including information related to specialty board eligibility requirements)
- USMLE/COMLEX Policy

6. The Resident will return all Dartmouth-Hitchcock property, including without limitation, books and equipment, complete all medical and other required records, and settle professional and financial obligations to Dartmouth-Hitchcock prior to departure from the Program.

7. If the Resident is not a citizen of the United States, he/she shall obtain a valid visa, or other appropriate and required authorization to work in the United States during the term of this Agreement. If during the term of the contract, the visa status lapses, or changes to the extent that the Resident is no longer authorized by law to work in the United States during the term of this Agreement, this Agreement shall automatically terminate and the Resident will not be permitted to continue to work.

8. The Resident represents that no disciplinary action, or investigation, or misconduct proceeding has been taken against him/her by any medical training program, hospital, health care institution or medical licensure or disciplinary agency, and that he/she has never been convicted of or entered a plea of guilty or nolo contendere to a felony or any other crime, nor has any malpractice action commenced against him/her, except as he/she has previously disclosed in writing to the Hospital. The Resident acknowledges and agrees, that this Agreement is expressly conditioned upon the truth and accuracy of the foregoing representations. The Resident acknowledges and agrees promptly to disclose any such actions, investigations, proceedings, convictions or pleas to the Hospital on an ongoing basis during the term of this Agreement.

II. In addition to the other requirements set forth herein, the Resident is required to comply with the obligations set forth in the GME Resident Responsibilities Policy. These include, but are not limited to:

- Achieve all curricular requirements of the Program in which he/she is enrolled including demonstrated competency in the areas of Patient Care, Medical Knowledge, Communication & Interpersonal Skills, Professionalism, Practice-Based Learning and Improvement and Systems-Based Practice;
- Meet Program-specific requirements and adhere to Program-specific policies;
- Develop a personal program of study to foster continual professional growth with guidance from the teaching staff;
- Participate in safe, effective, and compassionate patient care under supervision commensurate with the Resident's level of advancement and responsibility;
- Participate fully in the educational and scholarly activities of the Program as required, and assume responsibility for teaching and supervising other residents and students;
- Participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures, and policies of the institution;
- Become involved with institutional committees and councils whose actions affect Resident education and/or patient care;
- Apply cost containment measures to the provision of patient care using Program and institutional systems and;

- Submit to Program Director and/or Office of Graduate Medical Education accurate documentation of work hours, confidential written evaluations of the faculty and of the Program, and other information as may be required.

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

- An accredited academic program that provides for the educational needs of the Resident including the opportunity to acquire the skills, attitudes and knowledge consistent with proper patient care;
- Patient care ancillary services, medical records, and other support services necessary for quality patient care;
- Readily available faculty supervision;
- A work environment that includes adequate food services, on-call sleeping quarters, and an overall environment of safety and security;
- Appropriate stipends, health, dental and disability insurance beginning on the Agreement of Appointment commencement date, per the terms of the Hospital's benefit plans and as outlined in the Medical Plan Summary Plan Description for Resident Employees of Mary Hitchcock Memorial Hospital and its associated yearly addendums.
- Professional liability insurance coverage for activities within the scope of employment and period of participation in the applicable training program, and afterwards, for claims arising out of medical incidents that occurred during the period of the individual's participation in the Dartmouth-Hitchcock professional liability insurance program.
- Counseling services for the Resident and family members through the Employee Assistance Program or as covered by the Dartmouth-Hitchcock Health Plan through its behavioral health network, up to and including physician impairment.
- A work hour policy and schedule consistent with patient safety, and ACGME Institutional and Program-Specific Requirements.
- Written policies on resident vacation and other leaves of absence (with or without pay), to include personal and sick leave consistent with applicable laws
- Timely notice of the effect of leave(s) on the ability of resident/fellow to satisfy requirements for program completion.
- Laundry services for resident laboratory coats, call room linens, and scrub attire in areas where hospital-laundered scrub attire is mandated.

### IV. CONDITIONS FOR REAPPOINTMENT/CERTIFICATION OF COMPLETION

As the position of Resident 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 meeting the academic standards and curricular requirements of the Program, as further specified in the Resident Promotion policy.

Resident must demonstrate sufficient competence to enter practice without direct supervision in order to satisfactorily complete the training program. Only upon satisfactory completion of the Program shall the Hospital furnish to the Resident a certificate of completion.

### V. TERMINATIONS AND NON-RENEWAL

Continued participation in the Program is required for this Agreement to remain in force. Termination or dismissal of Resident from the Program will automatically terminate this Agreement.

Mary Hitchcock Memorial Hospital may terminate this Agreement, and any obligations it may have thereunder at any time, upon any reasonable basis including, but not limited to, failure to satisfy the academic requirements of the Program; failure to progress in knowledge or performance at a satisfactory rate; failure to attain or demonstrate competence in any of the core competencies; or breach by the Resident of this Agreement or any Dartmouth-Hitchcock policy.

In the event that it is determined by the Program Director or his/her designee that renewal of this Agreement for a subsequent year of residency will not be made, or that the Resident will not be promoted to the next level of training, the Program shall use its best efforts to provide the Resident with written notice of such determination within no less than one hundred twenty (120) days prior to the expiration of this Agreement. If the primary reason(s) for non-renewal or non-promotion occur(s) within four months prior to end of the Agreement, written notice will be provided as circumstances reasonably allow.

Detailed information regarding appeal of disciplinary actions (dismissal from a program; non-promotion to the next PGY level; non-renewal of a resident's appointment agreement; suspension; and probation) is set forth in the Hospital's GME Policies and Procedures, as referenced above. Resident acknowledges and agrees that, as set forth in the Hospital's GME Appeal of Disciplinary Action Policy and Procedure, no legal action concerning disciplinary action may be brought by Resident unless and until the Resident has filed a written request for an appeal of the recommended disciplinary action following the procedure and within the time prescribed in said policy, and the Resident has been notified in writing of the decision of the appeal panel or the panel has failed to take any action on the Resident's written request for appeal within the time frame set forth in the policy.

In the event of a national disaster, act of war, civil unrest, or other cause beyond the control of any party that may disrupt the ability of the Program to operate, this agreement may be suspended or terminated in accordance with the Dartmouth-Hitchcock Disaster Policy.

## VI. MISCELLANEOUS

This Agreement shall be constructed in accordance with the laws of the State of New Hampshire without regard to any conflict of law provisions. This Agreement may be executed in multiple copies, with each multiple copy to be deemed an original, and all multiple copies together constituting one and the same instrument. Should one or more of the provisions contained in this Agreement for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. Such invalid, illegal or unenforceable provision shall, to the extent permitted by law, be deemed amended and given such interpretation as to achieve the intent of this Agreement.

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

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*Jane Smith Doe*  
*Resident Signature*

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*Jason Smith, M.D.*  
*Program Training Director Signature*

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*Sue Smith,*  
*Director, GME Operations Signature*

Example