

RESIDENT AGREEMENT

This Agreement, dated the ___ day of _____, 20____ by and between The Johns Hopkins University, acting by and through its School of Medicine, located at Baltimore, Maryland ("JHUSOM") and _____, MD, residing at _____ (the "Resident"), sets forth the terms and conditions of the Resident's appointment by the JHUSOM as a Resident ("Resident") in JHUSOM's graduate medical educational training program in _____ (the "Program").

In consideration of the mutual promises contained herein and intending to be legally bound, the JHUSOM and the Resident each agree as follows:

1. Terms of Appointment.

1.1 Commencement Date. Commencing on _____ (the "Commencement Date") the Resident shall be appointed as a _____ at the _____ post-graduate year level in the Program.

1.2 Term. This Agreement shall be effective for a maximum period of twelve (12) months, expiring on June 30, _____. Although the parties anticipate that the Resident's appointment pursuant to this Agreement will continue for the full twelve (12) month term, this Agreement may be terminated by the JHUSOM at any point in time for the grounds specified herein.

1.3 Conditions Precedent. As conditions precedent to appointment,

1.3.1 the Resident must provide appropriate documentation to the JHUSOM prior to the Commencement Date. This Agreement may be declared a nullity by the JHUSOM and shall not become effective if the Resident fails to provide the JHUSOM with all of the following documentation required for certification of eligibility:

1.3.1.1 A completed residency application without significant errors.

1.3.1.2 Proof of legal employment status (i.e., birth certificate, passport, naturalization papers, valid visa, etc.).

1.3.1.3 Such other and further information that the JHUSOM may request in connection with the Resident's credentials.

1.3.2 the Resident must obtain an appropriate staff appointment at each medical institution which provides a portion of his training.

2. Resident Responsibilities. In providing services and in participating in the activities of the Program, the Resident agrees to do the following:

2.1 Obey and adhere to the policies, practices, rules, bylaws, and the regulations (collectively the "Policies") of the JHUSOM, and the primary training facility. (This may include policies regarding health examinations and supplementary tests, which may include tests for drug use and/or alcohol abuse, as are deemed necessary by the primary training facility to ensure that the Resident is physically, mentally, and emotionally capable of performing essential duties and/or are otherwise necessary to the operation of the primary training facility.) Likewise, the Resident shall obey and adhere to the corresponding Policies of all of the facilities to which s/he rotates (collectively "participating institutions").

2.2 Obey and adhere to all applicable state, federal, and local laws, as well as the standards required for the primary training facility and the participating institutions to maintain accreditation by the JCAHO and for JHUSOM to maintain accreditation by the ACGME and the RRC. Resident also agrees to obey and adhere to any other relevant rules or regulations imposed by accrediting, certifying, or licensing organizations.

2.3 Participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program Director and/or as necessary for the completion of applicable graduation requirements, attend all required educational conferences, assume responsibility for teaching and supervising other residents and students, and participate in assigned JHUSOM and primary training/participating institutions medical staff committee activities.

2.4 Fulfill the educational requirements of the Program.

2.5 Use his or her best efforts to provide safe, effective, and compassionate patient care and present at all times a courteous and respectful attitude toward all patients, colleagues, employees and visitors at the JHUSOM, primary training/participating institutions and other facilities.

2.6 Provide clinical services:

2.6.1 Commensurate with his/her level of advancement and responsibilities;

2.6.2 Under appropriate supervision;

2.6.3 At sites specifically approved by the Program; and

2.6.4 Under circumstances and at locations covered by the JHUSOM's professional liability insurance maintained for the Resident in accordance with Paragraph 5.7 below.

2.7 Develop and follow a personal program of self-study and professional growth under guidance of the Program's teaching faculty.

2.8 Acquire an understanding of ethical, socioeconomic, and medical/legal issues that affect the practice of medicine and GME training.

2.9 Fully cooperate with the Program and JHUSOM in coordinating and completing RRC and ACGME accreditation submissions and activities, including the legible and timely completion of patient medical/dental records, charts, reports, time cards, statistical operative and procedure logs, faculty and Program evaluations, and/or other documentation required by the RRC, ACGME, JHUSOM, the primary training/participating institutions and/or Program.

2.10 Apply cost-containment measures in the provision of patient care consistent with the policies of the JHUSOM, the primary training/participating institutions and/or Program.

2.11 Cooperate fully with all JHUSOM and primary training/participating institutions surveys, reviews, and quality assurance and credentialing activities.

2.12 Cooperate fully with the JHUSOM's institutional policies prohibiting discrimination and sexual and other forms of harassment. (See REFERENCE A.)

2.13 Permit the JHUSOM to obtain from and provide to all proper parties any and all information as required or authorized by law or by any accreditation body, and the Resident covenants not to sue either the JHUSOM its officers, directors, or other personnel for doing so. This covenant shall survive termination or expiration of this Agreement.

Failure to comply with any of the provisions of this Paragraph 2 governing "Resident Responsibilities" shall constitute grounds for disciplinary action, including the Resident's suspension or termination from the Program at the JHUSOM's sole discretion.

3.0 Institutional Responsibilities. The JHUSOM has the following obligations:

3.1. Provide leadership, organizational structure, and resources to enable JHUSOM to achieve substantial compliance with the ACGME Institutional Requirements and to enable its ACGME accredited programs to achieve substantial compliance with Program Requirements. This includes providing an ethical, professional, and educational environment in which the curricular requirements as well as the applicable requirements for scholarly activity and the general competencies can be met. The regular assessment of the quality of the GME programs, the performance of their residents, and the use of outcome assessment results for program improvement are essential components of this commitment.

3.2 Provide the Residents with appropriate financial support and benefits to ensure that residents are able to fulfill the responsibilities of their educational programs. The GMEC will review stipend levels and benefit packages annually, to assure appropriate support for the residents to obtain living quarters, meals and other essential services. On-call rooms, on-call meal vouchers and uniform laundry will be provided.

3.3 Maintain an environment conducive to the health and well-being of all residents and to strictly enforce the Housestaff Harassment Policy. (See REFERENCE A.)

3.4 Provide all residents with appropriate and adequate faculty and Medical Staff supervision for all educational and clinical activities.

3.5 Evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of all residents on a regular and periodic basis. The Program Director shall present to and discuss with the Resident a written summary of the evaluations at least once during each six month period of training and/or more frequently if required by the GMEC or RRC.

3.6 Provide vacation time, from 2 weeks to one month, as determined by the individual program, in its program description.

3.7 Provide counseling and psychological support services through the Faculty and Staff Assistance Program.

3.8 Provide a mechanism to fairly deal with academic or disciplinary actions, issues related to the program or faculty, and concerns about the working environment by means of the School of Medicine's "Grievance Procedure for Faculty, Fellows and the Student Body." (See REFERENCE B.)

3.9 Provide the residents with written policies for handling physician impairment, including impairment related to substance abuse. (See REFERENCE C.)

4.0 Duty Hours.

4.1 The Resident shall perform his/her duties under this Agreement during such hours as the Program Director may direct in accordance with the "Duty Hour Policy" of the GMEC. (See REFERENCE D.) Duty hours, although subject to modification and variation depending upon the clinical area to which the Resident is assigned and/or exigent circumstances, shall be in accordance with state, federal, and ACGME requirements.

4.2 If a scheduled duty assignment is inconsistent with this Agreement or the Duty Hours Policy, the Resident shall bring that inconsistency first to the attention of the Program Director for reconciliation or cure. If the Program Director does not reconcile or cure the inconsistency, it shall be the obligation of the Resident to notify the chairman of GMEC who shall take the necessary steps to reconcile or cure the raised inconsistency.

4.3 "Moonlighting" and other professional activities outside the program may be prohibited by any program; if they are not prohibited, the Resident must adhere to the JHUSOM Moonlighting Policy. (See REFERENCE E.)

5.0 Financial Support and Benefits. The JHUSOM shall provide the Resident with financial support and benefits in the following areas:

5.1 Stipend: \$_____ per annum payable [semi-monthly] Unless authorized by the Associate Dean for Graduate Medical Education, the Residents shall have no other source of compensation.

5.2 Vacation: JHUSOM will provide vacation time to Resident of ___ weeks to be taken as determined by the Program Director.

5.3 Medical Leaves of Absence. The GMEC policy "Sick Leave for Residents and Fellows in ACGME Accredited Programs" regulates the use of this leave. (See REFERENCE F.)

5.4 Paternal, Maternity and Adoption Leave. The GMEC policy "Parental, Maternity and Adoption Leave" regulates the use of this leave. (See REFERENCE G.)

5.5 Non-Medical Leaves. The GMEC policy "Non-Medical Leave of Absence for Housestaff and Postdoctoral Fellows" regulates the use of this leave. (See REFERENCE H.)

5.6 Leaves of Absence. The Resident expressly acknowledges that additional training after a leave of absence may be needed for successful completion of Program Requirements and/or for Board certification requirements. The amount of sick leave, leave of absence, or disability time that will necessitate prolongation of the training time for the Resident shall be determined by the Program Director and the requirements of the pertinent RRC and/or certifying Board."

5.7 Professional Liability Insurance. JHUSOM shall provide the Resident with professional liability insurance coverage while the Resident is acting within the scope of his/her assigned Program activities, consistent with the coverage provided to other medical/professional practitioners. Coverage for activities occurring during the training period will be continued after the Resident leaves the training program ("tail coverage").

5.7.1 The Resident agrees to cooperate fully in any investigations, discovery and defense that arises. The Resident's failure to cooperate may result in personal liability.

5.7.2 If the Resident receives, or anyone with whom the Resident works or resides receives on his/her behalf, any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or the Resident's activities at the primary training or any participating institution, the Resident agrees to immediately report this receipt to JHUSOM's Office of General Counsel and submit the document received to that office.

5.6.3 The Resident agrees to cooperate fully with JHUSOM, the primary training institution and any participating institution, as well as JHUSOM's and the primary training institution's Office of General Counsel, all attorneys retained by the offices, and all investigators, committees and departments of JHUSOM and the primary training/participating institutions, particularly in connection with the following: (a) evaluation of patient care; (b) review of an

incident or claim; and/or (c) preparation for litigation whether or not the Resident is a named party to that litigation.

5.8 **Other Additional Benefits.** Additional covered benefits concerning health insurance, disability insurance and life insurance are detailed in the "House Staff Benefits" summary for enrollees in core residency programs and in the "Fellows Benefits" summary for enrollees in fellowships (See REFERENCE K)

5.9 **Discontinuation of Benefits.** JHUSOM reserves the right to modify or discontinue the plan of benefits set forth in REFERENCE K at any time.

6.0 Reappointment. The duration of this Agreement is for a period of twelve (12) months. Reappointment and/or promotion to the next level of training is in the sole discretion of the Program Director and is expressly contingent upon several factors, including but not limited to, the following: satisfactory completion of all training components, the availability of a position, satisfactory performance evaluations, full compliance with the terms of this Agreement, the continuation of the JHUSOM's and Program's accreditation by the ACGME, the JHUSOM's financial ability, and furtherance of the JHUSOM's objectives.

6.1 Neither this Agreement nor the Resident's appointment hereunder constitute an option to renew or extend the Resident's appointment by the JHUSOM or a benefit, promise, or other commitment that the Resident will be appointed as a resident for a period beyond the termination date of this Agreement.

6.2 **Notice of Non-Reappointment.** In the event the Program elects not to reappoint the Resident to the Program and this Agreement is not renewed, the Program shall provide the Resident a written notice of non-renewal no later than four months prior to the end of the current period of appointment. However, if the primary reason(s) for the nonrenewal occurs within the four months prior to the end of the Agreement, the Program shall provide the Resident with as much written notice of the intent not to renew as the circumstances will reasonably allow. A resident in receipt of a notice of non-renewal is entitled to utilize the "Grievance Procedure for Faculty, Fellows and the Student Body" of the School of Medicine. (See REFERENCE B.)

6.3 **Program Closure or Reduction.** In the event of a closure or reduction in size of a training program, the GMEC'S "Residency Training Program Closure/Reduction Policy" will be followed. (See REFERENCE I.)

7.0 Grievance Procedures. The Resident is urged to first discuss any grievance with either the Program Director or Associate Dean for Postdoctoral Programs. Issues can best be resolved at this stage and every effort should be made to achieve a mutually agreeable solution. If the grievance cannot be resolved informally, the School of Medicine's "Grievance Procedure for Faculty, Fellows and the Student Body" may be utilized. (See REFERENCE B.)

8.0 Corrective Action, Termination and Suspension.

8.1 Corrective Action. During the term of this Agreement, the Resident's appointment is expressly conditioned upon satisfactory performance of all Program elements by the Resident. If the actions, conduct, or performance, professional or otherwise, of the Resident are deemed by the Program Director to be inconsistent with the terms of this Agreement, the primary training/participating institutions' standards of patient care and patient welfare, or the objectives of the JHUSOM, or if such actions, conduct, or performance reflects adversely on the Program or JHUSOM or the primary training/participating institutions, or disrupts operations at the Program or JHUSOM or the primary training/participating institutions, corrective action may be taken by the Program Director in accordance with its corrective action procedures applicable to Staff as provided in the Johns Hopkins University School of Medicine's policy "Probation, Suspension and Termination of Postdoctoral Students." (See REFERENCE J.)

8.2 Summary Suspension. The Program Director, the Associate Dean for Postdoctoral Programs, the Vice-Presidents for Medical Affairs of the primary training/participating institutions and the Dean of JHUSOM each shall have the authority to summarily suspend, without prior notice, all or any portion of the Resident's appointment granted by the JHUSOM, whenever it is in good faith determined that the continued appointment of the Resident places the safety or health of patients or personnel in jeopardy or to prevent imminent or further disruption of the Program.

8.3 Termination. The Resident may utilize the School of Medicine's "Grievance Procedure for Faculty, Fellows and the Student Body" in the case of termination, whether due to non-reappointment, corrective action, or summary suspension. (See REFERENCE B.) The Resident acknowledges that under no circumstances shall he/she be entitled to the due process and hearing and appellate rights granted to physician members of the medical staff as described in any of the primary training/participating institution's medical staff bylaws.

9.0 Miscellaneous.

9.1 COBRA. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), the Resident agrees to make available for a period of four (4) years following completion of the term of this Agreement, upon request of the Secretary of Health and Human Services of the United States or of the United States Comptroller General or any of their authorized agents, all books, documents and records necessary to certify the nature and extent of the cost of the services rendered pursuant to this Agreement as required by federal statute or duly promulgated regulations.

9.2 Entire Agreement. This Agreement, including the references and amendments thereto, contains the entire agreement and understanding between the parties and supersedes all prior agreements relating to the subject matter hereof, and may be modified only by a written instrument duly authorized and executed by both parties or as provided herein.

9.3 Notices. Any notices related to this Agreement shall be deemed proper if given in writing and hand delivered, sent via a reliable express or overnight delivery carrier, such as Federal

Express, or mailed, registered or certified mail return receipt requested, with all postage or other charges prepaid and addressed as follows:

If to JHUSOM (Sponsor):

Associate Dean for Postdoctoral Programs
The Johns Hopkins University School of Medicine
Broadway Research Building, Suite 147
733 North Broadway
Baltimore, Maryland 21205-2196

If to Resident:

Address: _____

9.4 This Agreement shall be governed by the laws of the State of Maryland

9.5 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.

9.6 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, that unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and shall be enforceable in accordance with its terms.

RESIDENT:

THE JOHNS HOPKINS UNIVERSITY
SCHOOL OF MEDICINE:

Date: _____

Date: _____

Resident

Program Director

REFERENCES

- A. Housestaff Harassment Policy (GMEC Policy 109)
- B. Grievance Procedure for Faculty, Fellows and the Student Body (GMEC Policy 108)
- C. Policy on Physician Impairment (GMEC Policy 110)

- D. Duty Hour Policy (GMEC Policy 115)
- E. Moonlighting (GMEC Policies 105, 106 & 107)
- F. Sick Leave for Residents and Fellows in ACGME Accredited Programs (GMEC Policy 111)
- G. Parental, Maternity and Adoption Leave Policy (GMEC Policy 112)
- H. Non-Medical Leave of Absence for Housestaff and Postdoctoral Fellows (GMEC Policy 113)
- I. Residency Training Program Closure/Reduction Policy (GMEC Policy 102)
- J. Probation, Suspension and Termination of Postdoctoral Students (GMEC Policy 114)
- K. Benefits Summary

Rev: 2/9/05