

PROGRAM LETTER OF AGREEMENT

This Program Letter of Agreement is used to implement the AAMC Uniform Terms and Conditions which address important legal and business terms between the Sponsoring Institution and the Participating Site. The Uniform Terms and Conditions include provisions on the administration of the residency program; resident salaries and benefits; immunizations, criminal background checks, licensure, access to resources, resident supervision and evaluation, insurance coverage, HIPAA and other important issues. This Program Letter of Agreement should not be signed before reading and fully understanding the AAMC Uniform Terms and Conditions.

This Program Letter of Agreement is the residency training affiliation agreement between the Sponsoring Institution and the Participating Site with respect to a clinical training experience for the Sponsoring Institution's assigned residents, and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Terms and Conditions dated January 22, 2018 and available at: <https://www.aamc.org/download/483984/data/aamcuniformtermsandconditions.pdf>, which is hereby incorporated by reference, without modification or exception except as specified below. Any conflict between this Program Letter of Agreement and the AAMC Uniform Terms and Conditions are to be interpreted in favor of this Program Letter of Agreement.

This Program Letter of Agreement is effective from ____/____/_____, and will remain in effect for ten years or until updated or changed by the Sponsoring Institution and the Participating Site or terminated by either party.

1. Parties

Sponsoring Institution: The Johns Hopkins University, on behalf of its School of Medicine

Participating Site:

2. Persons Responsible for Education and Supervision

Applicable Program Director at Sponsoring Institution

Applicable Site Director at Participating Site

Other JHU faculty at Participating Site (by name or general group)

The above named people are responsible for the education and supervision of the residents while rotating at the Participating Site.

3. Responsibilities

The faculty at Participating Site must provide appropriate supervision of residents in patient care activities and maintain a learning environment conducive to educating the residents in the competency areas identified by ACGME or other applicable accrediting bodies. Supervision must provide safe and effective care to patients; ensure development of skills, knowledge, and attitudes required to enter the unsupervised practice of medicine and establish a foundation for continued professional growth. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at the completion of the assignment.

4. Goals and Objectives of the Educational Experiences

The goals and objectives of the educational experiences have been developed according to ACGME Residency Program Requirements or other applicable accrediting bodies, and will be provided to the applicable Site Director for each applicable rotation.

The applicable Program Director, Site Director and program faculty at the Participating Site are together responsible for the day-to-day activities of the residents during the course of the educational experiences at the Participating Site in furtherance of the goals and objectives.

5. Policies, Rules and Regulations that Govern Resident Education

Residents will be under the general direction of their Sponsoring Institution Program's Policy and Procedure Manual regarding educational matters as well the Participating Site's policies, rules and regulations regarding patient care activities.

6. Financial Responsibility

Select one of the three options below:

Sponsoring Institution Responsible Financially

Sponsoring Institution or its affiliate as otherwise described under Section 7 herein shall continue to employ the residents and is responsible for the payment of any salary and compensation to the residents, as well as providing or requiring health insurance coverage and workers compensation coverage, and withholding all applicable taxes. Sponsoring Institution understands that its residents will not be covered by or entitled to any social security, unemployment compensation, retirement, pension and/or any other benefits programs or workers' compensation program offered or provided by Participating Site, and no resident shall have any right, title or claim to participate in the same. Agreement to any additional sharing of

expenses for any specific rotation shall be set forth in [below.] **or** [in Exhibit ____, attached.]

Or

Participating Site Responsible Financially

Sponsoring Institution or its affiliate as otherwise described under Section 7 herein shall continue to employ the residents and is responsible for the payment of any salary and compensation to the residents, as well as providing or requiring health insurance coverage and workers compensation coverage, and withholding all applicable taxes. Sponsoring Institution understands that its residents will not be covered by or entitled to any social security, unemployment compensation, retirement, pension and/or any other benefits programs or workers' compensation program offered or provided by Participating Site, and no resident shall have any right, title or claim to participate in the same. Since Sponsoring Institution cannot claim the residents on its cost report for graduate medical education reimbursement from the CMS, the Participating Site shall reimburse Sponsoring Institution or its affiliate as may be described under Section 7 herein for the applicable pro rata portion of any resident's salary and benefits. Sponsoring Institution or its affiliate as otherwise described under Section 7 herein may provide the Participating Site an invoice for payment, which shall be paid by Participating Site within ninety (90) days of the date that such invoice is posted in the U.S. mail or other agreed upon means. Any additional expenses for any specific Rotation shall be set forth in [Exhibit ____, attached.]

Or

Financial Responsibility

Sponsoring Institution and Participating Site agree to the following terms regarding cost sharing with respect to costs associated with the education of residents: [insert terms].

7. Other Modifications or Exceptions to the AAMC Uniform Residency Training Terms and Conditions

Modifications or Exceptions (if none, please indicate by writing "none"):

ACGME Competency-Based Rotation-Specific Goals and Objectives must be attached to this document.

The individuals executing this program letter of agreement are authorized to sign on behalf of their institutions and certify that their institutions have accepted the AAMC Uniform Terms and Conditions for Program Letters of Agreement and further agree to comply with its terms except as noted above.

Sponsoring Institution: THE JOHNS HOPKINS UNIVERSITY

By: Sanjay V. Desai, MD, MACP Signature: _____

Title: Professor of Medicine
Mary Wallace Stanton Professor of Education
Vice Dean of Education

Address: 733 North Broadway, Room 115
Baltimore, Maryland 21205

Participating Site: _____

By: _____ Signature: _____

Title: _____

Date: _____

Address: _____

Acknowledged and Agreed:

By: Laura A. Hanyok, MD Signature: _____

Title: Interim Associate Dean for Graduate Medical Education/DIO at Sponsoring Institution

Date: _____

Address: 733 North Broadway, Room 137
Baltimore, Maryland 21205