

## RESIDENT/CLINICAL FELLOW APPOINTMENT CONTRACT

This Contract 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/Clinical Fellow"), sets forth the terms and conditions of the Resident/Clinical Fellow's appointment by the JHUSOM as a \_\_\_ in JHUSOM's graduate medical educational training program in \_\_\_\_\_ (the "Program").

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

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### 1. Terms of Appointment.

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

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1.2 Term. This Contract shall be effective for a maximum period of twelve (12) months, expiring on \_\_\_\_\_. Although the parties anticipate that the Resident/Clinical Fellow's appointment pursuant to this Contract will continue for the full twelve (12) month term, this Contract 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/Clinical Fellow must provide required documentation to the JHUSOM prior to the Commencement Date. This Contract may be declared void by the JHUSOM and shall not become effective if the Resident/Clinical Fellow fails to provide the JHUSOM with all of the following documentation required for certification of eligibility:

1.3.1.1 An accurately completed training application;

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

1.3.1.3 Satisfactory criminal background investigation;

1.3.1.4 Such other additional information that the JHUSOM may request in connection with the Resident/Clinical Fellow's credentials or background.

1.3.2 The Resident/Clinical Fellow must be granted an appropriate staff appointment at each medical institution which provides a portion of his/her training. Failure to be granted an appropriate appointment may result in termination of this contract.

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

2.1 Participate fully in required program-specific and Johns Hopkins School of Medicine Housestaff and Fellow Orientation activities.

2.2 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/Clinical Fellow 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/Clinical Fellow shall obey and adhere to the corresponding Policies of all of the facilities to which s/he rotates (collectively "participating institutions").

2.3 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 Joint Commission on Accreditation of Healthcare Organizations and for JHUSOM to maintain accreditation by the Accreditation Council on Graduate Medical Education (ACGME) and applicable Residency Review Committees (RRC). Resident/Clinical Fellow also agrees to obey and adhere to any other relevant rules or regulations imposed by accrediting, certifying, or licensing organizations.

2.4 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 Program 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.

2.5 Fulfill the educational requirements of the Program.

2.6 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.

2.7 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/Clinical Fellow in accordance with Paragraph 5.7 below.

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

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

2.10 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.

2.11 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.

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

2.13 Cooperate fully with the Johns Hopkins University's Equal Opportunity Policy and Anti-Harassment Policy; JHUSOM's Teacher/Learner Policy; and Johns Hopkins Hospital's Conduct Code.

2.14 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/Clinical Fellow 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 Contract.

Failure to comply with any of the provisions of this Paragraph 2 governing "Resident/Clinical Fellow Responsibilities" shall constitute grounds for disciplinary action, including Resident's/Clinical Fellow's possible suspension or termination from the Program in accordance with the applicable procedures for discipline of Residents/Clinical Fellows.

**3. Institutional Responsibilities.** The JHUSOM has the following obligations:

3.1. Maintain an environment conducive to learning (See Teacher/Learner Policy) and strictly enforce the Johns Hopkins University's Equal Opportunity Policy and Anti-Harassment Policy.

3.2 Provide Resident/Clinical Fellow with appropriate and adequate faculty and Medical Staff supervision for all educational and clinical activities, and evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of the Resident/Clinical Fellow on a regular and periodic basis. The Program Director shall present to and discuss with the Resident/Clinical Fellow a written summary of the evaluations at least once during each six month period of training and/or more frequently if required by the Graduate Medical Education Committee (GMEC) or applicable RRC.

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

3.4 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 JHUSOM's procedures for Probation, Suspension and Termination of Residents/Clinical Fellows; Grievance Procedure for Faculty, Fellows and the Student Body and the Teacher Learner Policy.

3.5 Provide Postdoctoral Trainee with written policies for alcohol and substance abuse and procedures for handling physician impairment, including impairment related to substance abuse.

3.6 Provide a mechanism for the evaluation of disabilities and implementation of reasonable accommodations.

3.7 Provide on-call rooms as needed, white coats, scrub attire, laundry service for both, and access to food and parking.

#### **4.0 Duty Hours.**

4.1 The Resident/Clinical Fellow 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. Duty hours, although subject to modification and variation depending upon the clinical area to which the Resident/Clinical Fellow 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, or if there are other instances of non-compliance with the Duty Hour Policy, the Resident/Clinical Fellow shall bring the non-compliance to the attention of the Program Director, Chairperson/Chief, faculty or Graduate Medical Education (GME) Compliance Office for investigation and correction.

4.3 "Moonlighting" and other professional activities outside the program may be prohibited by any program; if they are not prohibited, the Resident/Clinical Fellow must adhere to the JHUSOM Moonlighting and Professional Fee Billing Policies.

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

5.1 Compensation: \$\_\_\_\_\_ per annum [payable semi-monthly]. [Note: this amount may not exceed the GMEC stipend policy.] Compensation may be in the form of salary or stipend, depending on the source of funds. Applicable payroll taxes will be withheld as required by law. Unless authorized by the Associate Dean for Graduate Medical Education, the Residents/Clinical Fellows shall have no other source of compensation.

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

5.3 Medical Leaves of Absence. The Health Care and Sick Leave Policy for Postdoctoral Trainees regulates the use of this leave.

5.4 Paternal, Maternity and Adoption Leave. The New Child Accommodations for Full-Time Graduate Students and Postdoctoral Trainees Policy regulates the use of this leave.

5.5 Non-Medical Leaves. The Non-Medical Leave of Absence for Postdoctoral Trainees Policy regulates the use of this leave.

5.6 Leaves of Absence. The Resident/Clinical Fellow 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/Clinical Fellow 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/Clinical Fellow with professional liability insurance coverage while the Resident/Clinical Fellow 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/Clinical Fellow leaves the training program ("tail coverage")

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

5.7.2 If the Resident/Clinical Fellow receives, or anyone with whom the Resident/Clinical Fellow 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 Contract or the Resident's/Clinical Fellow's activities at the primary training or any participating institution, the Resident/Clinical Fellow agrees to immediately report this receipt to The Health Insurance Portability and Accountability Act (HIPAA) Office (410-955-6514) and to the Claims Attorney or Risk Management Attorney for Johns Hopkins Hospital and submit the document received to that office.

5.7.3 The Resident/Clinical Fellow agrees to cooperate fully with JHUSOM, the primary training institution and any participating institution, and their counsel, 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/Clinical Fellow 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.

5.9 Discontinuation of Benefits. JHUSOM reserves the right to modify or discontinue the plan of benefits set forth in Attachment 1 and 2 at any time.

## **6.0 Reappointment and Promotion.**

6.1 The duration of this Contract is for a maximum period of twelve (12) months. Reappointment and/or promotion to the next level of training is at the recommendation of the Training Program Director and is expressly contingent upon several factors, including 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.

6.2 Neither this Agreement nor the Resident's/Clinical Fellow's appointment hereunder constitute an option to renew or extend the Resident's/Clinical Fellow's appointment by the JHUSOM or a benefit, promise, or other commitment that the Resident/Clinical Fellow will be appointed for a period beyond the termination date of this Agreement or that the Resident/Clinical Fellow will be promoted to the next level of training.

6.3 Notice of Non-Renewal or Non-Advancement. A written notice of non-renewal or decision to delay promotion to the next PGY level shall be provided not later than four months prior to the end of the current period of appointment. However, if the primary reason(s) for the non-renewal or non-advancement occurs within the four months prior to the end of the agreement, the program shall provide the resident/clinical fellow with as much written notice of the intent not to renew or not to promote as the circumstances will reasonably allow. The Resident/Clinical Fellow may appeal a notice of non-renewal or non-advancement to the Dean of the School of Medicine by notifying him/her in writing within 7 days of the decision. The Dean's review will be limited to review of whether the procedures set for in this policy were followed and his/her decision will be final.

## **7.0 Corrective Action, Termination and Suspension.**

7.1 Corrective Action. During the term of this Agreement, the Resident's/Clinical Fellow's appointment is expressly conditioned upon satisfactory performance of all Program elements by the Resident/Clinical Fellow. If the actions, conduct, or performance, professional or otherwise, of the Resident/Clinical Fellow are inconsistent with the terms of this Agreement and/or applicable policies of JHUSOM, 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 the Johns Hopkins University School of Medicine's policy Probation, Suspension and Termination of Residents/Clinical Fellows.

7.2 Suspension or Termination. The Program Director, the Associate Dean for Graduate Medical Education, the Vice President for Medical Affairs of the primary training/participating institutions and the Dean of JHUSOM each shall have the authority to summarily suspend or terminate the Resident's/Clinical Fellow's appointment granted by the JHUSOM, whenever it is in good faith determined that the continued appointment of the Resident/Clinical Fellow places the safety or health of patients or students, faculty or staff in jeopardy or to prevent imminent or further disruption of the Program or when the Resident/Clinical Fellow has failed adequately to correct deficiencies in his/her performance or conduct .

7.3 Appeal. The Resident/Clinical Fellow may appeal an adverse decision to the Dean of the School of Medicine by notifying him/her in writing within 7 days of the decision. The Dean's review will be limited to review of whether the procedures set forth in this policy were followed and his/her decision will be final. The Resident/Clinical Fellow 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.

## **8.0 Miscellaneous.**

8.1 OBRA. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), the Postdoctoral Trainee 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.

8.2 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.

8.3 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 Graduate Medical Education  
The Johns Hopkins University School of Medicine  
Miller Research Building, Suite 147  
733 North Broadway  
Baltimore, Maryland 21205-2196

If to Resident/Clinical Fellow: Address

8.4 This Agreement shall be governed by the laws of the State of Maryland.

8.5 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.

8.6 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.

#### **9.0 Additional Policies Applicable to Residents/Clinical Fellows.**

9.1 Additional policies which apply to Residents/Clinical Fellows include the policy on Criminal Background Investigations, Maryland Registration and Licensure, the Records Retention Policy, and the Policy on Mandatory Immunizations/Vaccinations.

RESIDENT/CLINICAL FELLOW:

THE JOHNS HOPKINS  
UNIVERSITY SCHOOL OF MEDICINE:

\_\_\_\_\_  
Resident/Clinical Fellow

\_\_\_\_\_  
Program Director