**ALLIED HEALTH PROFESSIONS** **TRAINEE APPOINTMENT CONTRACT**

This Contract (“Contract” or “Agreement”) by and between Johns Hopkins Medicine, located at Baltimore, Maryland ("JHM") and <<FirstName>> <<MiddleName>> <<LastName>>, <<Degree>>, residing at <<Street>>, <<Street2>>, <<City>>, <<State>> <<ZipCode>> (the "Trainee"), sets forth the terms and conditions of the Trainee’s appointment by JHM as a <<Status>> in JHM's graduate clinical educational training program in <<Program>> (the "Program").

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

**1. Terms of Appointment.**

 1.1 Commencement Date. Commencing on <<StartDate>> (the "Commencement Date") the Trainee shall be appointed as a <<Status>> at the post-graduate year <<PGY>> level in the Program.

1.2 Term. This Contract shall be effective for a maximum period of twelve (12)

months, expiring on <<EndDate>>. Although the parties anticipate that the Trainee’s appointment pursuant to this Contract will continue for the full twelve (12) month term, this Contract may be terminated by the JHM at any point in time as specified herein.

1.3 Conditions Precedent; Contingencies. The Trainee’s appointment is contingent on the Trainee doing each of the following and, as conditions precedent to appointment, for certification of eligibility prior to the Commencement Date. This Contract shall not become effective and may be declared void by the JHM if the Trainee fails to provide or comply with each of the following.

1.3.1 Accurately and fully complete a training application;

1.3.2 Demonstrate authorization to be employed in the United States and, for all non-U.S. citizens who are not permanent residents, obtaining and maintaining appropriate visa status;

1.3.3 Pass a criminal background check before commencing employment;

1.3.4 Provide such other additional documents and information that the JHM may request in connection with the Trainee’s eligibility, credentials, or background.

1.3.5 Timely complete all onboarding training modules, activities, and forms as mandated by the Medical Staff Office and/or the Graduate Clinical Education Office.

1.4 The Trainee must obtain and maintain an appropriate staff appointment at each medical institution which provides a portion of his/her training. Failure to obtain and maintain an appropriate appointment may result in the voiding or termination, respectively, of this contract.

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

 2.1 Participate fully in required program-specific and Johns Hopkins Medicine Trainee Orientation activities.

2.2 Comply with all the applicable policies, procedures, guidelines, practices, rules, bylaws, and regulations (collectively the "Policies") of the Johns Hopkins Medicine, the Program, and all applicable training facilities, as may be amended from time to time. (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 applicable training facility to ensure that the Trainee is physically, mentally, and emotionally capable of performing essential duties and/or are otherwise necessary to the operation of the training facility.) Likewise, the Trainee shall comply with all the applicable Policies of all of the facilities to which s/he rotates (collectively "participating institutions").

 2.3 Comply with all applicable state, federal, and local laws, regulations, and rules, as well as the standards required for all applicable training facilities and participating institutions to maintain licensure, certification, or accreditation by the Joint Commission on Accreditation of Healthcare Organizations and for JHM to maintain accreditation by the <<Accreditation Board>> and applicable Review Committees (RC). Trainee also shall comply with 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 JHM and training facility and participating institutions medical staff committee activities.

 2.5 Fulfill the educational requirements of the Program necessary to qualify for accreditation or applicable Specialty board examination.

 2.6 Use his or her best efforts to provide professional, safe, effective, and compassionate patient care and present at all times a courteous and respectful attitude toward all patients, colleagues, trainees, students, employees, and visitors at JHM, training facilities, participating institutions, and other facilities at which the Trainee performs.

 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 JHM's professional liability insurance maintained for the Trainee 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 JHM in coordinating and completing RC and accreditation submissions and activities, including the legible, accurate, complete, 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 RC, accreditation board, JHM, the training facility, participating institutions, and/or Program.

2.11 Apply appropriate cost-containment measures in the provision of patient care consistent with all applicable Policies.

2.12 Cooperate fully with all JHM, training facilities, and participating institutions surveys, reviews, quality assurance, and credentialing activities.

2.13 Permit the JHM to obtain from and provide to all proper parties any and all information as required or authorized by law, rule, or regulation or by any licensing, certification, or accreditation body, and the Trainee covenants not to sue either JHM its trustees, 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 "Trainee Responsibilities" shall constitute grounds for disciplinary action, including Trainee’s possible probation, suspension, or termination from the Program and the JHM in accordance with all the applicable Policies.

**3. Institutional Responsibilities.**  JHM has the following obligations:

3.1. Maintain an environment conducive to learning in accordance with the Johns Hopkins Medicine’s Policies, including without limitation those regarding equal opportunity, discrimination and harassment, and sexual misconduct, and the JHM’s Policy on Conduct in Teacher/Learner Relationships and Learner Mistreatment Policy.

 3.2 Provide Trainee 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 Trainee on a regular and periodic basis. The Program Director shall prepare a written summary of the Trainee’s progress at least once during each six-month period of training.

 3.3 Provide access to counseling, mental health, and related support services through JHEAP [JHEAP Employee Assistance Program (hopkinsmedicine.org)](https://www.hopkinsmedicine.org/human_resources/benefits/jh_worklife_programs/worklife-support-programs.html).

 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 JHM's Policy on Remediation, Probation, Suspension and Dismissal of Residents/Residents; the Grievance Procedure for Faculty, Fellows and the Student Body; and the Policy on Conduct in Teacher/Learner Relationships and Learner Mistreatment Policy.

 3.5 Provide 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 individuals with disabilities to request reasonable accommodations.

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

3.8 Not require Trainee to sign a non-competition guarantee or restrictive covenant.

**4.0 Duty Hours.**

 4.1 The Trainee shall perform his/her duties under this Agreement during such hours as the Program Director may direct in accordance with the Clinical Work and Education/Duty Hours Policy and Procedure (“Duty Hours Policy”) of the GCEC. Duty hours, although subject to modification and variation depending upon the clinical area to which the Trainee is assigned and/or exigent circumstances, shall be in accordance with state, federal, and accreditation board 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 Trainee shall bring the non-compliance to the attention of the Program Director, Department Director, faculty or Graduate Clinical Education (GCE) Office for review and any necessary correction or other action.

 4.3 "Moonlighting" and other professional activities outside the program may be prohibited by any program. If they are not prohibited, the Trainee is subject to and must adhere to the JHM Moonlighting of Residents in Accredited Programs Policy and the Professional Fee Billing Policy for Trainees.

**5.0** **Financial Support and Benefits.** JHM shall provide the Trainee with financialsupport and benefits in the following areas:

 5.1 Compensation: <<Compensation>> per annum [payable semi-monthly]. 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 Director for Graduate Clinical Education, the Trainee shall have no other source of compensation.

 5.2 Vacation: JHM will provide vacation time to Trainee, of <<number of weeks permitted>> weeks to be taken as determined by the Program Director, in accordance with the Vacation Policy and Compensation Level.

5.3 Sick Leave, Family and Medical Leave, and Medical Leaves of Absence. Please refer to your hiring entity for the terms of leave.

5.4 Paternal, Maternity and Adoption Leave. Please refer to your hiring entity for the terms of leave.

5.5 Non-Medical Leaves. Please refer to your hiring entity for the terms of leave.

5.6 Leaves of Absence. The Trainee expressly acknowledges that additional training after a leave of absence may be needed for successful completion of Program, accreditation board, and/or Board certification requirements. The amount of leave that will necessitate prolongation of the training time for the Trainee shall be determined by the Program Director and the requirements of the pertinent RC and/or certifying Board, as applicable.

5.7 Professional Liability Insurance. JHM 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 Trainee leaves the training program ("tail coverage")

5.7.1 The Trainee agrees to cooperate fully in any investigations, discovery and defense that arise. The Trainee’s failure to cooperate may result in personal liability.

5.7.2 If the Trainee receives, or anyone with whom the Trainee works or resides receives on his/her behalf, any summons, complaint, subpoena, court paper, or legal complaint of any kind relating to activities in connection with this Contract, the Program, or the Trainee’s activities at the applicable training facility or any participating institution, the Trainee shall 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 Trainee agrees to cooperate fully with JHM, the training facility and any participating institution, and their respective counsel, investigators, committees, and departments, 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 Modification and Discontinuation of Benefits. JHM reserves the right to modify or discontinue the plan of benefits set forth in the benefits summary, noted above, 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 JHM's and Program's accreditation by the accreditation board, the JHM's financial ability, and furtherance of the JHM's objectives.

 6.2 Neither this Agreement nor the Trainee’s appointment hereunder constitute an option to renew or extend the Trainee’s appointment by JHM or a benefit, promise, or other commitment that the Trainee will be appointed for a period beyond the termination date of this Agreement or that the Trainee 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 level shall be provided in accordance with the Policy on Evaluation, Promotion, or Non-Renewal of Trainee/Trainees.

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

7.1 Conditions; Corrective Action. During the term of this Agreement, the Trainee’s appointment is expressly conditioned upon authorization to work in the United States (including any necessary visas) and satisfactory performance of all Program elements by the Trainee. If the actions, conduct, or performance, professional or otherwise, of the Trainee are inconsistent with the terms of this Agreement and/or applicable Policies or of JHM, the applicable training facility, or participating institutions' standards of patient care and patient welfare or objectives, or if such actions, conduct, or performance reflects adversely on the Program or JHM or the applicable training facility/participating institutions, or disrupts operations at the Program or JHM or the applicable training facility/participating institutions, corrective action may be taken by the Program Director, including in accordance with JHM’s Policy on Remediation, Probation, Suspension and Dismissal of Trainee/Trainees.

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

**8.0 Miscellaneous.**

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

Director for Graduate Clinical Education

The Johns Hopkins University School of Medicine
Miller Research Building, Suite 137

733 North Broadway

Baltimore, Maryland 21205-2196

If to Trainee: Address

<<Street>>
<<Street2>>
<<City>>, <<State>> <<ZipCode>>

 8.4 This Agreement shall be governed by the laws of the State of Maryland, without regard to its conflicts of laws provisions. The parties hereby agree that any action arising out of this Agreement shall be commenced and maintained in the courts located in 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.

8.7 This Agreement may be executed in multiple counterparts, each of which shall be an original and, when taken together, shall constitute one original instrument.

**9.0 Additional Policies Applicable to Residents.**

 9.1 Additional policies which apply to Trainee include without limitation the policy on Criminal Background Investigations, Maryland Registration and Licensure, the Records Retention Policy, and the Policy on Mandatory Immunizations/Vaccinations.

TRAINEE: JOHNS HOPKINS MEDICINE:

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Trainee Program Director