



THE WRIGHT CENTER FOR GRADUATE MEDICAL EDUCATION

RESIDENT AGREEMENT

THIS AGREEMENT, dated as of _____, is entered into by and between _____ ("Resident" or "Resident Physician") and The Wright Center for Graduate Medical Education, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania with principal offices at 501 Madison Avenue, Scranton, Pennsylvania 18510 ("WCGME").

WHEREAS, WCGME is a sponsoring institution offering graduate medical education residencies in Internal Medicine and Family Medicine as accredited and approved by the Accreditation Council on Graduate Medical Education ("ACGME") and the American Osteopathic Association ("AOA"), as appropriate (in the singular and collectively "Residency Program"); and

WHEREAS, WCGME has offered, and Resident Physician has accepted, an appointment to WCGME's Residency Program under the terms and conditions set forth in this Agreement; and

WHEREAS, various manuals, handbooks, policies and procedures are referenced and incorporated herein and may be revised, amended or newly issued from time to time as a result of accreditation requirements or at the discretion of WCGME, as the case may be, which Resident acknowledges and with which Resident agrees.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and **intending to be legally bound hereby**, WCGME and Resident Physician agree that Resident shall accept the appointment on the terms and conditions herein.

1. Level and Term of Training Appointment

The Residency Program Director is responsible for determining the Resident Physician's level of training appointment and the specific duties assigned. By this Agreement, WCGME agrees, and Resident Physician accepts, appointment as a _____ Resident in the _____ Residency Program contingent on Resident meeting all prerequisites to employment set forth in this Agreement. The term of appointment shall be referred to as the "program year." The Resident's employment shall commence on July 1, 2014 and shall continue for a period of one year, up through and including June 30, 2015 unless (a) terminated sooner in accordance with the terms of this Agreement, or (b) the Resident's training is extended for any reason, in which case the terms of this Agreement shall remain in effect through completion of the program year. Resident Physician has no expectation of automatically continued employment beyond the program year. However, the Resident Physician, if progressing through the Program

satisfactorily and absent any breach of this Agreement or violation of applicable rules, regulations or expectations, may generally expect to progress to a subsequent year of training, barring any program funding or accreditation issues. Upon satisfactory completion of three years of training in the Wright Center for Graduate Medical Education Residency Program, residents who have otherwise satisfied all obligations to the Wright Center for Graduate Medical Education will be eligible to sit for the Specialty Certification Exam, as appropriate.

2. Effective Date

This Agreement shall be effective as of the date of execution by all parties hereto.

3. Subsequent Program Year

Renewal of this Agreement for a subsequent program year is dependent upon satisfactory progress by the Resident Physician as determined solely by evaluation of the Resident's performance by the Residency Program Director and faculty, and successful completion of the USMLE Step III or the COMLEX III Examination, as defined in the House Staff Manual. WCGME shall use its best efforts to notify Resident at least four (4) months prior to the expiration of the current term of employment pursuant to this Agreement regarding renewal or non-renewal of this Agreement and, if renewed, the term of such renewal. However, if the primary reason(s) for the non-renewal occurs within the four months prior to the expiration of the then-current term, the Resident Physician shall be provided with as much notice of non-renewal intent as the circumstances will reasonably permit. In any event, nothing in this Agreement shall be construed to confer upon Resident Physician an automatic right to extension of this Agreement for a subsequent residency year or part thereof.

4. Termination of Agreement and Due Process

- a. Resident Physician may terminate this Agreement voluntarily by providing no fewer than sixty (60) days prior written notice to the Program Director, via hand delivery to the GME Office or certified mail with return receipt, absent extraordinary circumstances which, in WCGME's sole discretion, are determined to be beyond the Resident's control.
- b. WCGME may terminate this Agreement with or without notice should Resident fail to meet all prerequisites of training (see paragraph 7 of this Agreement) or make any material misrepresentation or breach any warranty in connection with any aspect of the Resident's appointment, employment with WCGME or training.
- c. WCGME may terminate this Agreement immediately and without notice under the following circumstances:
 - (i) Resident fails to commence employment on July 1, 2014.
 - (ii) Resident Physician's dismissal from the Residency Program.

- (iii) Resident Physician's termination by any affiliated hospital or training site.
 - (iv) Death or permanent disability of the Resident Physician.
 - (v) Bankruptcy, insolvency, receivership, reduction in the Residency Program, or cessation of operations of WCGME.
 - (vi) WCGME's determination that continuation of the Resident Physician's continued employment would pose an unreasonable risk of harm to patients, other employees, or others; or would adversely affect the confidence of the public or affiliated training sites in the services provided by WCGME.
 - (vii) Resident Physician's failure to pass any drug test.
 - (viii) Resident Physician conduct that is reasonably considered by WCGME or its partners to be gross insubordination, gross dereliction of duty, unethical, fraudulent, unlawful, or adverse to the interest, reputation, or operations of WCGME or any affiliated training site.
 - (ix) Resident Physician is charged with or convicted of a crime for which applicable state and federal law allow or demand adverse employment action.
 - (x) Resident Physician has been suspended, excluded, or debarred from any federal government payer program.
- d. WCGME may terminate this Agreement should Resident Physician engage in any conduct in any forum and of any type inimical to the Residency Program or WCGME institutional standards (in the sole determination of WCGME) before or during the term of this Agreement, subject to the Corrective Action and Grievance Policies set forth in the House Staff Manual.
- e. A Resident Physician who is terminated from the Residency Program may request fair and reasonable review of that decision under the WCGME Grievance Policy in the House Staff Manual.
- f. In the event that this Agreement is terminated, Resident shall only be paid the compensation earned as of the time of such termination.
- g. Termination of this Agreement shall not release or discharge either party from any obligation, debt or liability which shall have previously accrued and remains to be performed on or after the date of termination.
5. Assignment of Resident Physician Responsibilities

The Residency Program Director or his/her assigned designee is responsible for the delineation of Resident Physician responsibilities.

6. Financial Support and Benefits

- a. WCGME shall provide appropriate financial support and benefits (including vacation, paid and unpaid leave) to ensure that Resident Physician is able to fulfill the responsibilities of the Residency Program. As compensation for all services rendered during the term of this Agreement, WCGME shall pay to the Physician Resident a Stipend commensurate with the Resident's level of training, which shall be payable in accordance with WCGME's normal payroll policies, subject to mandatory withholding pursuant to applicable laws.
- b. Compensation for Resident Physicians for the 2014-2015 fiscal year are as follows:

Resident Year 1: \$51,314.00

Resident Year 2: \$52,853.00

Resident Year 3: \$54,439.00

Details regarding the financial support and benefits for the appointment described herein, including hospital and health insurance benefits, disability benefits, paid leave (including vacation, sick and other leaves) are described in more detail on the WCGME Graduate Medical Education website and in the House Staff Manual. Leave must be approved in advance. If the ACGME, AOA, or applicable Specialty Board restricts time off to less than the leave provided in the House Staff Manual during any program year, Program Director will defer to the allowable board eligibility requirement(s). Any leave taken beyond that permitted by program requirements may result in the Resident having to extend training accordingly.

The benefits described in the House Staff Manual may be modified from time to time by WCGME in its discretion. WCGME will use its best efforts to notify Resident Physician of significant changes as they occur with respect to such financial support or benefits.

- c. No payment or compensation of any kind or nature shall be paid to or accepted by Resident from patients or third party payers or any other sources for performance or any services rendered pursuant to this Agreement.
- d. In addition, Physician Resident shall receive employee benefits in accordance with the applicable WCGME policies and benefit programs, which are subject to amendment with or without notice in WCGME's sole discretion and as described in the House Staff Manual and applicable plan documents.

- e. Physician Resident acknowledges that all of the compensation payable under this Agreement shall constitute compensation for rendering professional medical services, and that no portion of the compensation payable hereunder constitutes remuneration in return for the referral of patients or the ordering of tests or supplies.

7. Resident Physician Prerequisites to Begin Training

Eligibility to begin training and receive the financial support and benefits outlined in this Agreement requires that, at minimum, Resident meet certain requirements, summarized as follows:

- a. The Resident's ability to demonstrate that he/she is a graduate of an accredited medical/osteopathic school.
- b. The Resident's ability to present information and documents for WCGME to properly complete Form I-9, and, as applicable, a copy of an appropriate visa as required by the U.S. Department of Citizenship and Immigration Services (CIS) and to demonstrate certification by the Educational Commission for Foreign Medical Graduates (ECFMG), if appropriate, and all other similar authoritative bodies.
- c. The Resident's ability to obtain a valid graduate training license from the state in which they will practice and to comply with the applicable provisions of the law pertaining to licensure.
- d. The Resident Physician's ability to demonstrate he/she is fit for duty, including the passing of a medical screening prior to commencement of appointment performance hereunder.
- e. Satisfactory completion of a pre-employment test to rule out the use of non-approved substances under applicable WCGME policies and practices supporting a drug and alcohol free work environment.
- f. Satisfactory completion of employment, reference, criminal history and other standard WCGME background checks under applicable WCGME policies and practices.
- g. The conditions of employment as described in the House Staff Manual.

In circumstances where Resident Physician has not met eligibility requirements prior to start date, this Postgraduate Training Agreement shall become null and void at the sole discretion of WCGME.

8. Obligations of Resident in Training

Resident agrees to comply with, and be subject to, the House Staff Manual, the Employee Handbook, the policies and procedures, rules of conduct, and professional and ethical standards of WCGME, the Wright Center Medical Group, and any hospital or training site in which Resident will train. In the absence of any specific policies at a training site in which Resident is providing services in conjunction with Resident's appointment to the Residency Program, the policies and procedures of WCGME will apply. In the event that any provision of the Employee Handbook conflicts with a provision in the House Staff Manual, the House Staff Manual shall govern. The following is a summary of those obligations:

- a. Provide the Program Director written notification of any change in status regarding prerequisites in section seven above regarding education, license, visa, and fitness for duty.
- b. Meet the clinical (patient care) requirements of residency training.
- c. Meet the academic (conference and study) requirements of residency training, as specified by the Residency Program.
- d. Meet the humanistic (doctor-patient relationship) requirements of residency training.
- e. Meet the scientific (scholarly and/or research) requirements of residency training.
- f. Meet the professional (peer and colleague relationship) requirements of residency training.
- g. Develop an understanding of the socioeconomic, ethical and medical/ethical issues impacting graduate medical education.
- h. Meet the moral and ethical requirements of residency training.
- i. Cooperate fully with WCGME in coordinating and completing accreditation submissions and activities, including but not limited to medical records, charts, reports, time cards, logs, faculty and Program evaluations, and/or other documentation as required by the accrediting agency.
- j. Cooperate fully in any investigation, discovery or defense, as needed. Failure to fully cooperate may result in personal liability to Resident Physician.
- k. Participate fully in the educational activities of the Residency Program and, as required, assume responsibility for teaching and supervising other Residents and students.
- l. Participate in institutional committees and councils, especially those that relate to patient care review activities and future career paths.

- m. Complete and document three quality or process system improvements in the outpatient setting and three in the inpatient setting to be submitted to the Program Director prior to the conclusion of the program year.
- n. Complete medical records accurately and on a timely basis as directed by the Program Director; demonstrate the conviction that complete, high-quality medical records are essential to, and are a direct reflection of, high standards of patient care and responsibility.
- o. Complete History and Physicals on a timely basis as directed by the Program Director.
- p. Be cost effective in the provision of patient care.
- q. Always seek and utilize appropriate supervision.
- r. Perform at a level commensurate with the level of training and responsibilities assigned by the Program Director.
- s. Use best efforts to work with other members of the health care team to provide a quality, respectful, safe, effective and compassionate environment for the delivery of care and the study of medicine.
- t. When on rotation, become familiar with and abide by the rules, regulations, policies and practices of each hospital or healthcare facility participating site.
- u. Abide by the House Staff Manual (Exhibit A hereto).
- v. Abide by the Employee Handbook (Exhibit B hereto).
- w. Abide by the overall rules, regulations, requirements and practices of the Residency Program, including without restriction, Duty Hours, certification in Basic and Advanced Cardiac Life Support, timely and comprehensive evaluation completion, timely submission of ten systems-based practice improvements in each program year as referenced in paragraph 8(m), etc.
- x. Demonstrate a keen sense of personal responsibility for patient care, and recognize that the Resident's obligation to patients is continual. In no case should a Resident go off duty until the proper care and welfare of the patients have been ensured.
- y. Immediately notify the Residency Program Director in the event the Resident Physician becomes aware of any circumstance that may cause WCGME or any participating hospital or healthcare facility site to be noncompliant with any federal, state or local laws, rules or regulations or the standards of any accrediting bodies to which it is subject.
- z. Exercise utmost good faith with respect to maintaining the confidentiality of information and materials learned or acquired by virtue of providing services pursuant to this

Agreement, including but not limited to information relating to the business affairs of WCGME and any participating hospital or healthcare facility site.

- aa. Authorize the release of information to WCGME from appropriate institutions to obtain written documentation/confirmation of prior education and/or training, as necessary and appropriate; authorize the release of information by WCGME in accordance with law or accrediting agency requirements.
- bb. While in your possession or control, exercising due care of, and the prompt return of, all WCGME property and the property of any participating hospital or health care facility upon separation or the expiration of this Agreement, including without limitation, identification badges, smart phones, pagers, laptops or computers, tablets, personal data assistants, books, and equipment.
- cc. To complete all records and settle all professional and financial obligations before academic and professional credit will be verified.
- dd. To conduct yourself professionally and appropriately at all times. For example, undue familiarity and inappropriate levity in patient care areas, particularly intensive care medicine locations, must be avoided. Respect for all of the specialized members of the patient care team is essential at all times.
- ee. To comply with WCGME policies and HIPAA regarding confidentiality of medical records and patient information, including policies regarding security and restricting access to patient information.

9. Professional Billing and Collection; Other Activities.

Only WCGME or the Resident training site, as appropriate, shall bill, collect and retain all professional fees for professional medical services rendered by Physician Resident under this Agreement (“Professional Fees”). Physician Resident hereby reassigns to WCGME any rights Physician Resident may have to payments made by Medicare for services rendered by Physician Resident. In the unlikely event that Physician Resident receives any Professional Fees directly, Physician Resident shall immediately deliver such Professional Fees to WCGME or the Resident training site, as appropriate. Physician Resident shall comply with those provisions of the law which affect provider reimbursement. Physician Resident shall not engage in any conduct nor shall Resident fail to engage in required conduct that will adversely affect such reimbursement or any training site's provider status with any third party payer.

10. Obligations of WCGME

- a. WCGME shall use its best efforts to provide programs of education that meet standards established by the appropriate accrediting bodies, including but not limited to the ACGME and the AOA, as well as the Specialty Boards of the Residency Programs.

- b. WCGME shall use its best efforts to maintain its staff and affiliated facilities in a manner designed to meet the standards established by the appropriate recognized accrediting and approving bodies.
- c. WCGME shall ensure that hospital training sites provide on-call quarters that meet or exceed Program Requirements. Such on-call quarters are to be occupied only at those times that the Resident Physician is scheduled for on-call duty; on-call rooms are not to be used for personal use.
- d. WCGME shall use best efforts to comply with the Americans with Disabilities Act and all other applicable laws and directives including WCGME Human Resources policies in terms of making required reasonable accommodation determinations with respect to applicable WCGME Residents.
- e. WCGME Residency Programs will assign resident responsibilities based on the accrediting body's Duty Hour requirements. The Residency Program will abide by WCGME's institutional policy on Duty Hours in the House Staff Manual.
- f. WCGME will provide professional liability insurance for authorized services within the teaching programs performed at WCGME or at other institutions in which the Resident Physician performs services as part of the formal teaching program to which he/she is assigned. Such insurance shall insure Resident Physician for claims made during and after termination of this Agreement, which are based on alleged conduct that occurred during the term of this Agreement. The amounts of such insurance shall, at minimum, meet the statutory requirements of the state in which the Resident Physician trains while participating in the Program. Resident is entitled to receive a copy of the then-current policy in effect upon written request to the Chief Administrative Officer.
- g. WCGME Residency Programs will provide regular evaluation and feedback as to the Resident Physician's status within his/her Residency Program in accordance with the guidelines in the House Staff Manual.
- h. WCGME's Residency Programs will award academic credit in accordance with requirements and policies of the Residency Program.
- i. WCGME will provide, upon proper authorization and request, verification of appointment-related information to appropriate organizations, e.g. state boards, specialty boards, medical staffs, health providers, etc. consistent with Resident/Fellow's performance in the Residency Program.
- j. WCGME will facilitate Resident access to appropriate and confidential counseling, medical and psychological support services, as described in the House Staff Manual.

- k. The Residency Program will abide by WCGME's institutional policy on Resident Impairment. The Resident Physician will be educated regarding physician impairment, including substance abuse, at orientation and as a part of the Residency Program curriculum.
 - l. The Residency Program will abide by WCGME's institutional policy regarding the closure/reduction of the residency program in accordance with the House Staff Manual.
 - m. WCGME will review Resident's concerns and/or grievances, without fear of reprisal.
11. Resident Physician Evaluation, Promotion, Probation, Remediation, Suspension and Dismissal

The Resident Physician is expected to provide the necessary effort to perform at or above a satisfactory level in the Residency Program. The Resident Physician's performance will be evaluated regularly with periodic feedback provided. Resident Physicians who remain in good standing and who continually perform satisfactorily as determined by the Program Director and Residency Program faculty may be eligible for promotion to the next level of responsibility, and ultimately may be awarded a certificate of completion from the Residency Program. However, in all cases, the term of Resident's appointment pursuant to this Agreement shall not exceed one (1) year.

Resident Physicians who have performed at a lower than satisfactory level or fail to meet program requirements for progress approval as determined by the Program Director and Residency Program faculty may be subject to corrective action as outlined in the Corrective Action policy in the House Staff Manual. In any such case, Residents may be provided with an opportunity for remediation and performance improvement in accordance with the Corrective Action policy.

Resident Physicians who fail to improve, or who engage in unacceptable conduct that does not warrant remediation, may be required to extend their training in the program year, or may be placed on probation, suspended with or without pay, not offered a subsequent year agreement, or dismissed. The specific processes for evaluation and the parameters of corrective action are outlined in the Graduate Medical Education Evaluation and Corrective Action policies in the House Staff Manual.

12. Compensated Work Outside of Residency (Moonlighting)

WCGME does not permit Residents to engage in compensated work outside of the Residency Program; moonlighting is prohibited.

13. Work Hours

The normal work day is 7:00 am to 5:00 pm weekdays, but will fluctuate based on learning environment/training site and patient care responsibilities. When on hospital call, the Resident Physician will be available and in the hospital. Weekend duty will be 24 hours on-call. If a Resident Physician must be away from the program or training site for any reason, see the policies in the House Staff Manual for required action steps. When on night call, night call begins at 5:00 p.m. on weekdays and at 8:00 p.m. under a night float system. Call on Saturday and Sunday begins at 8:00 a.m. Residents will generally be on call as follows:

Resident Year 1: an annual average of every 4th night

Resident Year 2: an annual average of every 5th night

Resident Year 3: an annual average of every 6th night

See the House Staff Manual for more information concerning call.

14. Absence

Absence for vacation or meetings must be planned in advance, at the beginning of the year, and be approved by the Program Director to ensure that patient care and educational responsibilities are optimally fulfilled during the year. Refer to the House Staff Manual for Leave of Absence policies.

15. Non-Discrimination

WCGME complies with all applicable federal, state and local laws and regulations relating to non-discrimination in employment. WCGME does not and will not discriminate on the basis of race, color, age, sex, religion, ancestry, citizenship, national origin, marital, familial or disability status or veteran status, genetic information, or any other characteristic protected by applicable law with respect to any aspect of employment. Further, WCGME does not discriminate in employment decisions based upon sexual orientation or gender identity.

16. Sexual and Other Forms of Unlawful Harassment

WCGME strives to provide training to all Resident Physicians in an environment that is free from sexual, racial, ethnic or other unlawful harassment. All allegations of harassment will be thoroughly and discretely investigated per the WCGME Discrimination and Harassment Policy.

17. Resident Physician Issue Resolution and Grievance or Appeal

Should a Resident have a concerns about any aspect of the Residency Program, WCGME encourages Residents to raise the issue with the appropriate person to pursue informal resolution as professionals, in line with WCGME's philosophy of open and transparent communication.

Unsuccessful resolution of any issue may be pursued through the Grievance Policy as outlined in the House Staff Manual, including but not limited to appeals of certain levels of corrective action per the Corrective Action Policy.

18. False Claims Act and Whistleblower Protections

a. False Claims Act

All staff, faculty, and house staff are required to report all known or suspected violations of the Federal False Claims Act (“FCA”) as more fully described in the House Staff Manual. Examples of violations of the FCA are (i) submission of a claim to Medicare for payment for services not rendered, or (ii) falsification of a time and effort report in connection with a claim for reimbursement from government grant. It is WCGME's policy that persons reporting such suspected violations (sometimes referred to as “whistleblowers”) will not be retaliated against for making such reports in good faith.

b. Whistleblower Pilot Program

Effective July 1, 2013, a new federal law went into effect that protects employees of federal grantees, like WCGME, from dismissal, demotion or infliction of any other type of discrimination in retaliation for disclosing to certain people or agencies identified in the law that the employee reasonably believes that WCGME engaged in specific types of prohibited conduct. The specific prohibited conduct under the new law includes gross mismanagement of a grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, or that WCGME poses a substantial and specific danger to public health or safety or a violation of law, rule, or regulation related to a federal grant. The new Whistleblower Pilot Program applies in instances where the disclosure of prohibited conduct is made to a Member of Congress or a representative of a committee of Congress, an Inspector General, the Government Accountability Office, the employee responsible for grant oversight or management at the relevant agency, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, or WCGME's Compliance Officer or other WCGME employee who has the responsibility to investigate, discover, or address misconduct. These protections are not waivable by Residents.

19. Illness or Injury related to Residency Program Involvement

Any illness or injury related to Residency Program involvement must be reported immediately to the Program Director or his/her designee and the WCGME Office of Graduate Medical Education (“GME Office”). Absences necessitated by such illnesses or injuries will be addressed in accordance with WCGME policy. Academic credit will be considered on an individual basis by the Program Director in consultation with the DIO in accordance with State Licensing and Specialty Board requirements.

20. Strict Performance

No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue to full force and effect with respect to any other existing or subsequent breach.

21. Captions and Constructions

The captions used as headings of the various paragraphs hereof are for convenience only, and the parties agree that such captions are not to be construed to be part of this Agreement or to be used in determining or construing the intent or context of this Agreement.

22. Severability

If any clause, sentence, provision, or other portion of this Agreement is or becomes illegal, null, or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions shall remain in force and effect.

23. Entire Agreement

This Agreement supersedes any and all prior Agreements, either oral or in writing, between the parties with respect to the subject matter hereof, and contains the entire agreement between the parties relating to said subject matter.

24. Controlling Law

The laws of the Commonwealth of Pennsylvania shall govern this Agreement in all respects, the interpretation and enforcement thereof, and the rights of the parties.

25. Express Acknowledgement

Resident Physician hereby acknowledges that she/he has read and understands the terms contained in this Agreement, all attachments hereto, and all applicable policies and procedures referenced herein including those found at the previously referenced WCGME Graduate Medical Education website and any other policies and procedures applicable to the Residency Program.

IN WITNESS WHEREOF, **and intending to be legally bound hereby**, Resident Physician accepts an appointment as a Resident with the WCGME Residency Program under the terms and conditions set forth in this Agreement. The parties hereto accept the terms and conditions herein and have caused this Agreement to be executed on the date indicated below.

RESIDENT PHYSICIAN:

For WCGME:

Resident Physician

Linda Thomas-Hemak, MD
President & CEO

Printed Resident Physician Name

Date: _____

Date: _____

Witness

Date: _____