

THE WRIGHT CENTER FOR GRADUATE MEDICAL EDUCATION FELLOW PHYSICIAN AGREEMENT

THIS AGREEMENT is entered into by and between [Name], [MD or DO] (Fellow Physician) and The Wright Center for Graduate Medical Education (TWCGME), a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a location at 501 South Washington Avenue, Suite 1000, Scranton, Pennsylvania 18505.

WHEREAS, TWCGME is a sponsoring institution offering graduate medical education for fellowships in Cardiology, Gastroenterology and Geriatrics as accredited and approved by the Accreditation Council on Graduate Medical Education ("ACGME"), as appropriate; and

WHEREAS, TWCGME has offered, and Fellow Physician has accepted, an appointment to a TWCGME Fellowship Program more specifically identified in Section 2 below ("Fellowship Program") subject and in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, various manuals, handbooks, policies and procedures that apply to the Fellow Physician's appointment to and participation in the Fellowship Program are referenced and incorporated herein, and may be revised, amended or newly reissued as a result of accreditation requirements or at the discretion of TWCGME. Fellow Physician is required and agrees to review and comply with the terms and requirements of such materials and all updates as applicable.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and intending to be legally bound hereby, it is agreed that Fellow Physician accepts appointment to the Fellowship Program subject to and in accordance with the terms and conditions stated herein.

1. Responsibilities of Fellow Physician in Training

Fellow Physician agrees to comply with the GME Policy Manual and the Employee Handbook, as well as all policies and procedures, rules of conduct, and professional and ethical standards of TWCGME and any hospital or other training site in which the Fellow Physician trains or participates in Fellowship Program activity. In the absence of specific policies at a training site in which a Fellow Physician is providing services, training or participating in activities while acting in the capacity of a Fellow Physician in TWCGME Fellowship Program, TWCGME's policies and procedures will apply. In the event that any provision of the Employee Handbook conflicts with a provision in the GME Policy Manual, the GME Policy Manual shall govern. The GME Policy Manual and Employee Handbook are available to Fellow Physician at TWC Portal. Contact the GME Office for assistance with accessing the manual, handbook or any other relevant policies.

The following is a representative summary of a Fellow Physician's obligations:

- i. Demonstrate TWCGME's core values in every aspect of training. These core values are:

Do the Wright Thing
Be Privileged to Serve
Be an Exceptional Team Player

Strive for Excellence
Be Driven for Great Results
Spread Positivity

- ii. Demonstrate that, at all times during training, you “Get It, Want It, and Have the Capacity” to deliver TWCGME’s mission.
- iii. Understand and execute the Surgeon General’s Opioid Pledge.
- iv. Provide the Program Director written notification of any change in status of prerequisites in Section 17, Fellow Physician Prerequisites to Begin Training regarding education, license, visa and fitness for duty.
- v. Satisfy the clinical (patient care) requirements of Fellowship training, as specified by the Fellowship Program and its leadership.
- vi. Satisfy the academic (conference and study) requirements of Fellowship training, as specified by the Fellowship Program and its leadership.
- vii. Satisfy the humanistic (doctor-patient relationship) requirements of Fellowship training.
- viii. Satisfy the scientific (scholarly and/or research) requirements of Fellowship training.
- ix. Complete scholarly activities each year for upload into the MyEvaluations Portfolio, as defined by TWCGME Program Curricula and ACGME Common Program Scholarly Activity Requirements.
- x. Satisfy the professional (peer and colleague relationship) requirements of Fellowship training.
- xi. Satisfy the moral and ethical requirements of Fellowship training and the practice of medicine.
- xii. Cooperate fully in coordinating and completing accreditation submissions and activities, including but not limited to medical records, charts, reports, time cards, logs, Clinical and Education work hours reports, faculty and Program evaluations, and/or other documentation as required by the accrediting agency or TWCGME.
- xiii. Participate in institutional and partner committees and councils, especially those that relate to patient care review activities and future career paths.
- xiv. Complete and document at least six (6) validated quality or process system improvements ("PDSAs"), generally including three (3) in the outpatient setting and three (3) in the inpatient setting (unless the distribution between in- and outpatient is shifted by the Program Director). One (1) PDSA should be a population health initiative and one (1) should be related to Transitions of Care. A minimum of three (3) PDSAs must be completed each six (6) month period of the program year.
- xv. 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.
- xvi. In collaboration with the Billing Department, conduct an audit of three (3) inpatient and three (3) outpatient charts.
- xvii. Complete patient care documentation on a timely basis as per requirements of TWCGME and training location.
- xviii. As a demonstration of service and organizational pride, participate in two (2) community service projects during the academic year that are approved by the Program Director or

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Associate Program Director of the GME Office in order to receive credit. A minimum of one (1) project must be completed in each six (6) month period of the program year.

- xix. Engage in two (2) random Acts of Kindness during the academic year, which are validated by the Program Director or Associate Program Director of your program in order to receive credit. A minimum of one (1) random act must be completed in each six (6) month period of the Program Year.
- xx. Utilize the SAFE Reporting system to document two (2) safety or quality concerns at all TWCGME locations and affiliated partner sites regarding patient care, learning environment concerns or quality issues. A minimum of two (2) non-anonymous SAFE reports each tied into a PDSA must be submitted within three (3) months prior to the conclusion of each program year.
- xxi. Be cost effective in the provision of patient care.
- xxii. Always seek and utilize appropriate supervision.
- xxiii. Perform at a level commensurate with the level of training and responsibilities assigned by the Program Director.
- xxiv. 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.
- xxv. When on rotation, become familiar with and abide by the rules, regulations, policies and practices of each hospital, healthcare facility or participating site.
- xxvi. Abide by the GME Policy Manual.
- xxvii. Abide by the Employee Handbook (Exhibit B).
- xxviii. Abide by the overall rules, regulations, requirements and practices of the Fellowship Program, including Clinical and Education work hours, certification in Basic and Advanced Life Support, timely and comprehensive evaluation completion, timely submission of six (6) systems-based practice improvements in each program year.
- xxix. Demonstrate a keen sense of personal responsibility by ensuring proper care is given to the patients at all times and on a continual basis.
- xxx. Immediately notify the Fellowship Program Director if you become aware of any circumstance that may cause TWCGME or any participating hospital, healthcare facility or participating 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.
- xxxi. Exercise good faith with respect to confidentiality regarding the business affairs of TWCGME and any participating hospital, healthcare facility or participating site.
- xxxii. Authorize the release of information to TWCGME from appropriate institutions to obtain written documentation/confirmation of prior education and/or training. Authorize the release of information by TWCGME in accordance with law or accrediting agency requirements.
- xxxiii. Exercise care with all TWCGME property and the property of any hospital, healthcare facility or participating site. Upon separation or the expiration of this Agreement, promptly return identification badges, smart phones, pagers, laptops or computers, tablets, personal data assistants, books, and equipment.
- xxxiv. Complete all records and settle all professional and financial obligations before academic and professional credit will be verified.

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- xxxv. 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 and inter-professional members of the patient care team is essential at all times.
- xxxvi. Comply with all TWCGME policies and the law regarding confidentiality of medical records, protected health information, and patient information, including policies regarding security and restricting access to patient information.
- xxxvii. Sit for the appropriate Specialty Board Certification Examination during the final year of training or within 180 days of program completion (if applicable).
- xxxviii. Regularly check your email account on file with The Wright Center to ensure receipt of and your timely response to important messages from/about the Fellowship Program prior to arrival at Orientation. Fellow Physicians will be assigned a Wright Center email. This email address is to be checked every day, and timely responses to requests for information are expected. Fellow Physicians must also follow all rules and regulations governing email usage that are established by the Fellowship Program and as otherwise set forth in applicable TWCGME policies. Failure to comply with this provision will lead to discipline, up to and including termination from the Fellowship Program for repeated infractions demonstrating a lack of professionalism.
- xxxix. Timely document all patient interactions for review by the attending physician.
 - xl. Engage in scholarly activity, including but not limited to, case reports, research projects, quality improvements, and all activities of a similar nature in any way pertaining to patient or organizational data, and reports such activities to the Office of Research Support and Compliance and/or through appropriate processes.

2. Level and Term of Training Appointment

The Program Director is responsible for determining the Fellow Physician's level of training appointment and the specific duties that will be assigned to the Fellow Physician. By this Agreement, TWCGME extends an offer to the Fellow Physician, and Fellow Physician accepts such offer, of appointment as a _____ Fellow Physician in the _____ Fellowship Program contingent on meeting all prerequisites and requirements of the Fellowship Program and associated employment as set forth in this Agreement. The term of appointment shall be referred to as the "Program Year." Employment with TWCGME in the specified Fellowship Program shall commence on July 1, 2023 and shall continue for a period of one year, up through and including June 30, 2024, unless: (a) Fellow Physician's participation in the Fellowship Program is terminated sooner in accordance with the terms of this Agreement; or (b) the Fellow Physician's training is extended for any legitimate reason, in which case the terms of this Agreement shall apply and remain in effect through completion of the Program Year. Fellow Physician acknowledges that he or she has no expectation of automatic continued participation in the Fellowship Program or employment beyond the Program Year. However, the Fellow Physician may generally expect to advance to a subsequent year of training provided that appropriate progress throughout the prior completed Program Year of the Fellowship Program is demonstrated and all Fellowship Program requirements are fully satisfied and also provided that there is no breach of this Agreement, violation of applicable rules, regulations or expectations, and/or any other occurrence(s), event(s) and/or circumstance(s) that would support the Fellow Physician not advancing to the next training year. Upon satisfactory completion of required

years of training in the TWCGME Fellowship Program and all obligations to TWCGME, the Fellow Physician will be eligible to sit for the Specialty Certification Exam, as appropriate.

3. Financial Support

TWCGME shall provide appropriate financial support and benefits to ensure that Fellow Physician is able to fulfill the responsibilities of the Fellowship Program. As compensation for all services rendered in connection with the Fellowship Program during the term of this Agreement, TWCGME shall pay the Fellow Physician a Stipend corresponding with the Fellow Physician's training year, payable in accordance with TWCGME's customary payroll policies and subject to lawful withholding

Compensation for Fellow Physician based on the applicable training level for the 2023-2024 academic year is:

Training Year (PGY __): \$ _____

In addition to the compensation noted above, Fellow Physicians shall receive employee benefits in accordance with the applicable TWCGME policies and benefit programs, which are subject to change.

More specific details regarding the financial support and benefits applicable to the Fellow Physician's Program appointment, including timely insurance benefits, disability benefits and paid leave (such as Paid Time Off/PTO that can be used for sick time, vacation and other personal time off, as well as paid holidays), unpaid time off, and other benefits can be found in the Employee Handbook and the GME Policy Manual as well as benefit plan documents as applicable.

If there is any contradiction between the terms of this Agreement and any other TWCGME policy, including but not limited to, the GME Policy Manual, or Employee Handbook, this Agreement shall take precedence, followed by the GME Policy Manual, the Employee Handbook, and any other resource.

The benefits described in the GME Policy Manual and Employee Handbook may be modified from time to time by TWCGME in its sole discretion. TWCGME will notify Fellow Physicians of significant changes as they occur.

No payment or compensation of any kind or nature shall be paid to or accepted by the Fellow Physician from patients or third-party payers, or any other sources, for performance or any services rendered pursuant to this Agreement.

Fellow Physician acknowledges that all of the compensation payable under this Agreement shall constitute compensation for professional medical services rendered, 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.

4. Subsequent Program Year

Renewal of this Agreement for a subsequent program year is dependent upon the Fellow Physician's satisfactory progress in the Fellowship Program, academic performance and completion of all Fellowship Program requirements as determined by the Program Director in consultation with the Clinical Competency Committee. TWCGME shall make its best efforts to notify Fellow Physician at least three (3) months prior to the expiration of the then current program year/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 three (3) months prior to the expiration of the term, the Fellow Physician shall be provided reasonable notice of non-renewal as circumstances permit. A Fellow Physician who is not advanced to the next training level/Program year has certain rights including in particular the right to initiate a grievance and due process as set forth in the GME Policy Manual. In any event, this Agreement shall not be construed to confer an automatic right to extension or renewal of this Agreement or continued participation in the Fellowship Program for a subsequent program year, or part thereof, or any other period of time.

5. Fellow Physician Evaluation, Promotion, Probation, Remediation, Suspension and Dismissal

The Fellow Physician is expected to perform at or above a satisfactory level. The Fellow Physician's performance will be evaluated regularly with periodic feedback. Fellow Physician, if remaining in good standing and continually performing satisfactorily as determined by the Program Director and Fellowship Program faculty, may be eligible for advancement to the next level of responsibility, and, if the Fellow Physician satisfactorily completes all Program requirements for all program years at or above a satisfactory level, ultimately may qualify for a certificate of completion from the Fellowship Program. However, in all cases, the term of Fellow Physician's appointment pursuant to this Agreement shall not exceed one (1) year. The appointment and reappointment of Fellows is the responsibility of the Program Director, based on input from and the recommendations of faculty and the Clinical Competency Committee. Successful completion is based on performance to include as measured by individual program standards such as milestones.

Any Fellow Physician who performs at a lower than satisfactory level or fails to satisfy program requirements as necessary to obtain approval to advance in the Fellowship Program as determined by the Program Director and Fellowship Program faculty may be subject to appropriate action, to include corrective action, as outlined in the Resident and Fellow Corrective Action and the Individualized Learning Plan found in the GME Policy Manual.

Any Fellow Physician who is subject to corrective action but fails to demonstrate required improvement, or who engages in unacceptable conduct that does not warrant or lend itself to the opportunity for corrective action or remediation, may be required to extend their training in the Program Year, placed on probation, suspended with or without pay, not offered a subsequent year agreement, or dismissed from the Fellowship Program and TWCGME employment. The specific process for evaluation and the parameters of corrective action are outlined in the Resident and Fellow Corrective Action and the Individualized Learning Plan found in the GME Policy Manual.

6. Fellow Physician Issue Resolution and Grievance or Appeal

TWCGME maintains an open/communication door approach and encourages Fellow Physicians, if appropriate circumstances arise, to raise concerns related to the Fellowship Program, directed to the appropriate person considering the circumstances, in an effort to pursue an informal resolution. If the circumstances do not reasonably allow for such informal resolution, the Fellow Physician may raise any concern with the Program Director or Human Resources. If informal resolution efforts are not feasible or are unsuccessful, any issue or concern may be addressed through the Grievance Policy as outlined in the GME Policy Manual, as applicable, including, but not limited to, appeals related to certain levels of corrective action in accordance with the Resident and Fellow Corrective Action and the Individualized Learning Plan found in the GME Policy Manual.

7. Benefits

TWCGME provides comprehensive benefits to Fellows including Professional Liability Insurance, Medical, Dental, Vision, Long Term Disability, 403(b) Retirement Plan, Paid Time Off, Holiday Pay, and Workers' Compensation, subject to meeting eligibility requirements for such benefits. TWCGME also offers other benefits such as the opportunity to participate in a Health Savings Account, Flexible Spending Account, and Voluntary Life Insurance. Certain benefits, such as Medical, Dental, Vision, Long Term Disability, and Workers' Compensation, are effective upon commencement of initial overall employment at the start of orientation. Professional Liability Insurance (PLI) will be provided effective upon or prior to the Fellow Physician's commencement of employment and activities in connection with the Physician Fellow's Fellowship Program (typically July 1, or a subsequent date for Fellow Physicians who commence their Fellowship Program off cycle)

a. Professional Liability Insurance (PLI). TWCGME provides Professional Liability Insurance (PLI) to Fellow Physicians via a claim made policy issued by a reputable and established insurance carrier to cover potential liability, including legal defense and protection against liability/awards, related to claims reported or filed during the Fellow Physician's participation in a TWCGME ACGME-accredited program. Such PLI coverage will be in accordance with requirements of Pennsylvania law and consistent with coverage generally provided to other medical/professional practitioners at the level of education and training in their field or specialty. In addition, at the time a Fellow Physician separates from their Fellowship Program (as a result of graduation or otherwise), their active PLI coverage will terminate and tail or extended reporting coverage will be afforded to the Fellow to cover claims (and related legal defense and any resulting liability within policy limits) reported following the Fellow's completion of or separation from the Fellowship Program applicable to any insured incident or activity that took place during and within the scope of the Fellowship program(s) in which the Fellow Physician participated, in accordance with the tail or extended reporting coverage terms.

8. Time Off (to include vacation, leave(s) of absence - FMLA and other, and required parental, caregiver and medical leave)

a. Paid Time Off (PTO)

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TWCGME provides Fellow Physicians with flexible Paid Time Off (PTO) from work that can be used for such purposes as vacation, personal or family illness, doctor appointments, school, volunteerism, and other activities of the Fellow Physician's choice, as more specifically outlined in the TWCGME Employee Handbook.

Fellow Physicians are entitled to twenty (20) days of PTO for use within TWCGME's fiscal year, i.e. July 1 to June 30. Any Fellow Physician with an off-cycle contract will be entitled to twenty (20) days of PTO for use within the applicable beginning and ending dates of their off-cycle Program Year. In addition, Fellow Physicians may be considered and approved for a leave of absence for educational, medical, or personal reasons, on a case-by-case basis in accordance with the applicable TWCGME policy and accreditation requirements. Leaves of absence may necessitate the extension of training beyond the usual number of months to meet the length of the program requirements for graduation (see GME Policy Manual, Resident or Fellow Leaves of Absence policy).

b. Family and Medical Leave (FMLA) and Discretionary Leave

Fellow Physicians may be eligible for unpaid family or medical leave pursuant to the Family and Medical Leave Act (FMLA) and corresponding TWCGME Policy, which more specifically described FMLA rights and obligations. (see, TWCGME Employee Handbook - FMLA Policy.) Under the FMLA, eligible Physician Fellows can be entitled up to a total of up to twelve (12) weeks of unpaid, job-protected leave during a 12-month period for incapacity due to pregnancy, prenatal medical care, or childbirth; to care for the employee's child after birth, or placement for adoption or foster care; to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or for a serious health condition that makes the employee unable to perform the employee's job, and other reasons. (see, GME policy manual, Resident or Fellow Leaves of Absence policy).

Fellow Physicians may also be eligible for an unpaid discretionary leave of absence, subject to approval. (see, GME Policy manual, Resident or Fellow Leaves of Absence policy).

An approved leave (FMLA or other) may result in the need to extend the Fellow Physicians dates of the Fellow Physician's Fellowship Program if the leave exceeds the program parameters for time away from the Program, affects the Physician's clinical competency to proceed in the Fellow Program without an extension of the Program time, and/or will result in unmet board certification requirements. (see, GME policy manual, Leave of Absence policy)

A leave of absence must be approved in advance. If the ACGME, or applicable Specialty Board restricts or expands time off to less or more time than the leave provided in the GME Policy Manual during any program year or the Fellowship Program as a whole, board eligibility and other leave requirement(s) will control. Any leave taken beyond the Program requirements may result in the Fellow Physician having to extend training, subject to limitations and guidelines of the ACGME (see, Resident or Fellow Leaves of Absence policy).

8c. Parental, Caregiver and Medical Leaves of Absence

In addition to the other Leaves of Absence available to Fellow Physicians as referenced in this Agreement and otherwise stated in the GME Policy Manual or Handbook, Fellow Physicians shall be entitled to a total of six (6) weeks of uninterrupted parental, caregiver and medical leave for qualifying reasons consistent with applicable law and ACGME guidance, once during the course of the Fellow Physician's participation in a TWCGME ACGME-accredited program, with eligibility beginning effective the first day the Fellow Physician begins their Fellowship Program. (see, Resident or Fellow Leaves of Absence policy).

9. Eligibility for Specialty Board Examinations

TWCGME Fellow Physician training in the given specialty provides the trainee with the educational opportunity and resources that enables them to meet the requirements for the specialty board exam as determined by the specialty board. Information related to eligibility for specialty board examinations is provided to all Fellows within The Wright Center Fellow portals.

10. Work Hours

For each Fellow Physician, a minimum of forty (40) hours per week of Clinical and Educational Work (CEW) is required; however, such hours are limited to no more than eighty (80) hours per week, averaged over a four-week period, inclusive of all in-house call activities, clinical and educational work done from home (e.g. charting) and all moonlighting.

Each Fellow Physician agrees to abide by the TWCGME and program policies in accordance with the ACGME regarding clinical and educational hours. For specific policy information, please refer to the GME Policy manual (See, Policy on Clinical and Educational Work Hours).

11. Moonlighting

Moonlighting is defined as any voluntary, compensated work, including clinical or non-clinical activities, outside of the Fellowship Program. Internal moonlighting is any moonlighting activity that occurs within the institution at which the Fellow is training or at any of its related participating sites. External moonlighting is any moonlighting activity that occurs outside of the institution at which the Fellow Physician is in training or at any of its related participating sites. A Fellow may participate in Internal Moonlighting only if eligible and with specific approval. (see, policy on Moonlighting). External moonlighting is currently not an option.

12. Orientation Start Date with TWCGME and Affiliated Sites

Paid orientation for incoming on-cycle Fellow Physicians begins on _____. Fellow Physicians starting off cycle (after July 1, 2023), will be provided orientation concurrent with their training appointment start date. As noted in Section 2 above, employment with TWCGME in the specified Fellowship Program shall commence following orientation, specifically on July 1, 2023 in the case of an on-cycle Fellowship Program start date and other subsequent appropriate date in the event of an off-cycle Fellowship Program start date.

13. Restrictive Covenant Prohibition

In accordance with ACGME-requirements applicable to all participants in ACGME-accredited training programs generally, the Fellow Physician will not be required to sign a non-compete agreement or any other type of prohibited restrictive covenant in order to participate in the Fellowship Program. This includes that neither the Sponsoring Institution, The Wright Center for Graduate Medical Education, nor any of its ACGME-accredited programs, will require a Fellow to sign a non-compete agreement or other restrictive covenant.

14. Effective Date

This Agreement shall be effective as of the date that it is fully executed by both Parties.

15. Termination of Agreement and Due Process

- a. Fellow Physician may terminate this Agreement voluntarily by providing no fewer than ninety (90) days prior written notice to the Program Director, via hand delivery to the GME Office or certified mail with return receipt. In such case, at the election of TWCGME, TWCGME may elect to forgo any or all of the notice period and assign an earlier termination date.
- b. TWCGME may terminate this Agreement with or without notice should Fellow Physician fail to meet all prerequisites and requirements of training (see paragraph 17 of this Agreement) or make any material misrepresentation or breach any warranty in connection with any aspect of the Fellow Physician's application materials, appointment, and employment with TWCGME or training.
- c. TWCGME may terminate this Agreement immediately and without notice under the following circumstances:
 - Fellow Physician fails to commence employment, or be eligible to commence employment on _____ (insert date)
 - Fellow Physician's dismissal from the Fellowship Program.
 - Fellow Physician's expulsion or suspension from any affiliated hospital or training site.
 - Death or permanent disability of the Fellow Physician.
 - Bankruptcy, insolvency, receivership, reduction in the Fellowship Program, or cessation of operations of TWCGME.
 - TWCGME's determination that continuation of the Fellow Physician's employment would pose an unreasonable risk of harm to patients, other employees, or would adversely affect the confidence of the public or affiliated training sites in the services provided by TWCGME.
 - Fellow Physician's failure to pass drug test.
 - Fellow Physician's conduct that involves insubordination, dereliction of duty, unethical, fraudulent, or unlawful actions which reflect poorly on the reputation or operations of TWCGME, any affiliated site, or patient.
 - Fellow Physician is charged with or convicted of a crime for which applicable state and federal law allow or demand adverse employment action.
 - Fellow Physician's suspension, exclusion, or debarment from any payer, payment or reimbursement program.

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- Fellow Physician's suspension, exclusion, or debarment from any hospital affiliate or training environment.
- d) TWCGME may terminate this Agreement should Fellow Physician engage in conduct which is unfavorable and/or detrimental to the Fellowship Program or contrary to and/or in disregard of TWCGME institutional standards before or during the term of this Agreement.
- e) A Fellow Physician who is terminated from the Fellowship Program may request fair and reasonable review of that decision under the TWCGME Grievance Policy as set forth in the GME Policy manual (see Resident and Fellow policy on due process and grievance).
- f) In the event that this Agreement is terminated, Fellow Physician shall be entitled only to compensation earned up to the time of such termination.
- g) Termination of this Agreement shall not release or discharge either party from any obligation, debt or liability which accrued and remains to be performed on or after the date of termination.

16. Assignment of Fellow Physician Responsibilities

The Program Director or assigned designee is responsible for the delineation of Fellow Physician responsibilities.

17. Fellow Physician Prerequisites to Begin Training

Eligibility to begin training and receive the financial support and benefits outlined in this Agreement requires that, at minimum, the Fellow Physician must satisfy certain requirements, prior to commencement of training, summarized as follows:

- a) The Fellow Physician must demonstrate they are a graduate of an accredited medical school and Fellowship program.
- b) The Fellow Physician must present information and documents for TWCGME 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 Fellow Physician must possess a valid graduate training license from the state(s) in which they will practice and comply with the applicable provisions of the law pertaining to licensure.
- d) The Fellow Physician must be fit for duty, including, but not limited to, the passing of a medical screening prior to commencement of their appointment.
- e) The Fellow Physician must satisfactorily complete a post-offer, pre-employment test for the use of illegal substances outlined in the TWCGME policies and procedures supporting a drug and alcohol-free work environment.
- f) The Fellow Physician must complete employment, reference, criminal history and other standard TWCGME background checks outlined in the TWCGME policies and procedures.
- g) The Fellow Physician must produce current certifications in basic and advanced life support as required by the training programs.

- h) The Fellow Physician must meet all conditions of employment as described in the TWCGME policies.
- i) The Fellow Physician must meet all requirements of TWCGME and affiliation sites, including current vaccinations and immunizations.
 - a. All incoming Fellows are required to be fully vaccinated for COVID-19, or approved for an exemption based on a medical contraindication/disability or a sincerely held religious belief, prior to commencing Fellowship or fellowship. To apply for a vaccine exemption, a request must be submitted to TWCMGE Human Resources Department for final review and determination by the Vice President of Human Resources. All matched applicants will be provided with the First Day of Work Requirements at the time Resident/Fellow Agreement is issued. Accordingly, appointment is conditional, subject to the requirement to be fully vaccinated against COVID-19 or obtain an approved exemption based on a medical contraindication/disability or a sincerely held religious belief.

In circumstances where the Fellow Physician has not met eligibility requirements prior to commencement of the Program Year, this Agreement may be declared and will become null and void at the sole discretion of and upon notice provided by TWCGME.

Should the applicant feel that a Match violation has occurred, they may contact the National Fellowship Match Program (NRMP) or other applicable Match program.

18. Professional Billing and Collection; Other Activities

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

19. Obligations of TWCGME

- a. TWCGME shall use its best efforts to provide education which meets standards established by the appropriate accrediting bodies, including, but not limited to, the ACGME, as well as the Specialty Boards of the Fellowship Programs.
- b. TWCGME 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. TWCGME shall ensure hospital training sites provide on-call quarters that meet or exceed Program Requirements. On-call quarters are to be occupied only at those times that the Fellow Physician is scheduled for on-call Clinical and Education work hours; on-call rooms are not to be used for personal use.

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- d. TWCGME shall comply with the Americans with Disabilities Act and all other workplace laws and directives.
- e. TWCGME Fellowship Programs will assign Fellow Physician responsibilities based on the Clinical and Education work hours requirements. The Fellowship Program will abide by TWCGME's Institutional Policy on Clinical and Education work hours in the GME Policy manual.
- f. TWCGME will provide professional liability insurance for authorized services performed at TWCGME or at other institutions in which the Fellow Physician performs services as part of the formal training program to which he/she is assigned. Such insurance will remain in effect for claims made during the term of this Agreement. The amounts of such insurance shall, at minimum, meet the statutory requirements of the state in which the Fellow Physician trains. Fellow Physician is entitled to receive a copy of the then-current policy in effect upon written request to General Counsel.
- g. TWCGME Fellowship Programs will provide regular evaluation and feedback on the Physician's status with their Fellowship Program in accordance with the guidelines in the GME Policy manual. (see, Resident/Fellow/Faculty Program Evaluation policy).
- h. TWCGME's Fellowship Programs will award academic credit in accordance with requirements and policies of the Fellowship Program.
- i. TWCGME will provide, upon proper authorization and request, verification of training and any achievements to appropriate organizations, (e.g. state boards, specialty boards, medical staff, health provider, etc.) consistent with Fellow Physician's performance in the Fellowship Program.
- j. TWCGME will facilitate Physician access to appropriate confidential counseling, medical and psychological support services, as described in the GME Policy manual. The Fellowship Program will abide by TWCGME's Institutional Policy on Physician Impairment (Resident and Fellow Impairment policy).
- k. The Fellow Physician will be educated regarding physician impairment, including substance abuse, at orientation and as a part of the Fellowship Program curriculum.
- l. The Fellowship Program will abide by TWCGME's Institutional Policy regarding the closure/reduction of the Fellowship program.
- m. TWCGME will review Fellow Physician's concerns and/or grievances, without fear of reprisal.

20. Absence

Absence for vacation or meetings must be planned in advance, and approved by the Program Director to ensure that patient care and educational responsibilities are fulfilled during the year. In the event that a Fellow Physician is prevented from returning to the Fellowship Program as expected, TWCGME will not be responsible for, and cannot assume, the costs and risks associated with any extended training.

21. Non-Discrimination

TWCGME complies with all applicable federal, state and local laws and regulations relating to non-discrimination in employment. TWCGME does not and will not discriminate on the basis of race, color, age, sex, sexual orientation, gender identity, religion, ancestry, citizenship, national

origin, marital, familial or disability status or veteran status, genetic information, or any other characteristic protected by applicable law. (see, GME Policy Manual, EEO policy and Discrimination and Harassment policy)

22. Sexual and Other Forms of Unlawful Harassment

TWCGME strives to provide training to all Fellow Physicians in an environment that is free from discrimination and unlawful harassment based on sex, gender, race, ethnicity, national origin, age, disability and any other legally protected trait. All allegations of discrimination and harassment will be promptly, thoroughly and fairly investigated in accordance with TWCGME's policies against Discrimination and Harassment. (see, GME Policy Manual, Discrimination and Harassment policy)

23. False Claims Act and Whistleblower Protections

False Claims Act

All employees are required to report all known or suspected violations of the Federal False Claims Act ("FCA"). Examples of violations of the FCA include: (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 a government grant. It is TWCGME'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. False Claims Act is outlined in more detail in The Wright Center Employee Handbook.

Whistleblower Pilot Program

Effective July 1, 2013, employees of federal grantees, like TWCGME, are protected 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 TWCGME 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 TWCGME 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 TWCGME's Compliance Officer or designee who will investigate, discover, or address misconduct. These protections are not waivable by Fellow Physicians.

24. Illness or Injury related to Fellowship Program Involvement

Any illness or injury related to Fellowship Program involvement must be reported immediately to the Program Director or his/her designee and the TWCGME Office of Graduate Medical Education ("GME Office"). Absences necessitated by such illnesses or injuries will be addressed

in accordance with TWCGME policy. Academic credit will be considered on an individual basis by the Program Director in consultation with the DIO and the State Licensing and Specialty Board requirements.

25. 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 be in full force and effect with respect to any other existing or subsequent breach.

26. 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.

27. 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.

28. Entire Agreement and Amendment

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. All amendments to this Agreement must be (1) in writing and (2) signed by both parties in order to constitute a valid and binding amendment.

29. 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.

30. Express Acknowledgement

Fellow Physician hereby acknowledges that they have read and understands the terms contained in this Agreement, all attachments hereto, and all applicable policies and procedures referenced herein including those on TWCGME's website and any other policies and procedures applicable to the Fellowship Program.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Fellow Physician accepts an appointment with the TWCGME Fellowship 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.

2023-2024 Fellow Physician Agreement

Fellow Physician:

For TWCGME:

Fellow Physician Signature

Jennifer J. Walsh, Esq.
SVP & Chief Governance Officer

Date: _____

Date: _____