

## **THE WRIGHT CENTER FOR GRADUATE MEDICAL EDUCATION RESIDENT PHYSICIAN AGREEMENT**

**THIS AGREEMENT** is entered into by and between [Name], [MD or DO] (Resident 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 residencies in Internal Medicine, Family Medicine, Physical Medicine and Rehabilitation and Psychiatry as accredited and approved by the Accreditation Council on Graduate Medical Education ("ACGME"), as appropriate; and

**WHEREAS**, TWCGME has offered, and Resident Physician has accepted, an appointment to a TWCGME Residency Program more specifically identified in Section 2 below ("Residency 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 Resident Physician's appointment to and participation in the Residency 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. Resident 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 Resident Physician accepts appointment to the Residency Program subject to and in accordance with the terms and conditions stated herein.

### **1. Responsibilities of Resident Physician in Training**

Resident 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 Resident Physician trains or participates in Residency Program activity. In the absence of specific policies at a training site in which a Resident Physician is providing services, training or participating in activities while acting in the capacity of a Resident Physician in TWCGME Residency 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 Resident 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 Resident 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, Resident Physician Prerequisites to Begin Training regarding education, license, visa and fitness for duty.
- v. Satisfy the clinical (patient care) requirements of residency training, as specified by the Residency Program and its leadership.
- vi. Satisfy the academic (conference and study) requirements of residency training, as specified by the Residency Program and its leadership.
- vii. Satisfy the humanistic (doctor-patient relationship) requirements of residency training.
- viii. Satisfy the scientific (scholarly and/or research) requirements of residency 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 Residency training.
- xi. Satisfy the moral and ethical requirements of residency 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 Residency 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 Residency 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 Residency Program prior to arrival at Orientation. Resident 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. Resident Physicians must also follow all rules and regulations governing email usage that are established by the Residency 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 Residency 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 Resident Physician's level of training appointment and the specific duties that will be assigned to the Resident Physician. By this Agreement, TWCGME extends an offer to the Resident Physician, and Resident Physician accepts such offer, of appointment as a \_\_\_\_\_ Resident Physician in the \_\_\_\_\_ Residency Program contingent on meeting all prerequisites and requirements of the Residency 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 Residency 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) Resident Physician's participation in the Residency Program is terminated sooner in accordance with the terms of this Agreement; or (b) the Resident 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. Resident Physician acknowledges that he or she has no expectation of automatic continued participation in the Residency Program or employment beyond the Program Year. However, the Resident Physician may generally expect to advance to a subsequent year of training provided that appropriate progress throughout the prior completed Program Year of the Residency Program is demonstrated and all Residency 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 Resident Physician not advancing to the next training year. Upon satisfactory completion

of required years of training in the TWCGME Residency Program and all obligations to TWCGME, the Resident 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 Resident Physician is able to fulfill the responsibilities of the Residency Program. As compensation for all services rendered in connection with the Residency Program during the term of this Agreement, TWCGME shall pay the Resident Physician a Stipend corresponding with the Resident Physician's training year, payable in accordance with TWCGME's customary payroll policies and subject to lawful withholding

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

**Training Year (PGY \_\_): \$ \_\_\_\_\_**

In addition to the compensation noted above, Resident 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 Resident 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 Resident Physicians of significant changes as they occur.

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

Resident 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 Resident Physician's satisfactory progress in the Residency Program, academic performance and completion of all Residency Program requirements as determined by the Program Director in consultation with the Clinical Competency Committee. TWCGME shall make its best efforts to notify Resident 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 Resident Physician shall be provided reasonable notice of non-renewal as circumstances permit. A Resident 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 Residency Program for a subsequent program year, or part thereof, or any other period of time.

#### **5. Resident Physician Evaluation, Promotion, Probation, Remediation, Suspension and Dismissal**

The Resident Physician is expected to perform at or above a satisfactory level. The Resident Physician's performance will be evaluated regularly with periodic feedback. Resident Physician, if remaining in good standing and continually performing satisfactorily as determined by the Program Director and Residency Program faculty, may be eligible for advancement to the next level of responsibility, and, if the Resident 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 Residency Program. However, in all cases, the term of Resident Physician's appointment pursuant to this Agreement shall not exceed one (1) year. The appointment and reappointment of residents 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 Resident Physician who performs at a lower than satisfactory level or fails to satisfy program requirements as necessary to obtain approval to advance in the Residency Program as determined by the Program Director and Residency 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 Resident 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 Residency 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. Resident Physician Issue Resolution and Grievance or Appeal**

TWCGME maintains an open/communication door approach and encourages Resident Physicians, if appropriate circumstances arise, to raise concerns related to the Residency 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 Resident 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 Residents 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 Resident Physician's commencement of employment and activities in connection with the Physician Resident's Residency Program (typically July 1, or a subsequent date for Resident Physicians who commence their Residency Program off cycle)

a. Professional Liability Insurance (PLI). TWCGME provides Professional Liability Insurance (PLI) to Resident 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 Resident 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 Resident Physician separates from their Residency 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 Resident to cover claims (and related legal defense and any resulting liability within policy limits) reported following the Resident's completion of or separation from the Residency Program applicable to any insured incident or activity that took place during and within the scope of the Residency program(s) in which the Resident 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)

TWCGME provides Resident 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 Resident Physician's choice, as more specifically outlined in the TWCGME Employee Handbook.

Resident Physicians are entitled to twenty (20) days of PTO for use within TWCGME's fiscal year, i.e. July 1 to June 30. Any Resident 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, Residents 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

Resident 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 Residents 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).

Resident 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 Resident Physicians dates of the Resident Physician's Residency Program if the leave exceeds the program parameters for time away from the Program, affects the Resident Physician's clinical competency to proceed in the Resident 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 Residency Program as a whole, board eligibility and other leave requirement(s) will control. Any leave taken beyond the Program requirements may result in the Resident 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 Resident Physicians as referenced in this Agreement and otherwise stated in the GME Policy Manual or Handbook , Resident 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 Resident Physician's participation in a TWCGME ACGME-accredited program, with eligibility beginning effective the first day the Resident Physician begins their Residency Program. (see, Resident or Fellow Leaves of Absence policy).

### **9. Eligibility for Specialty Board Examinations**

TWCGME Resident 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 residents within The Wright Center Resident portals.

### **10. Work Hours**

For each Resident 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 Resident 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 Residency Program. Internal moonlighting is any moonlighting activity that occurs within the institution at which the resident 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 Resident Physician is in training or at any of its related participating sites. A Resident 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 Resident Physicians begins on \_\_\_\_\_. Resident 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 Residency Program shall commence following orientation, specifically on July 1,

2023 in the case of an on-cycle Residency Program start date and other subsequent appropriate date in the event of an off-cycle Residency Program start date.

### **13. Restrictive Covenant Prohibition**

In accordance with ACGME-requirements applicable to all participants in ACGME-accredited training programs generally, the Resident 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 Residency 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 Resident 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. Resident 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 Resident 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 Resident 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:
  - Resident Physician fails to commence employment, or be eligible to commence employment on \_\_\_\_\_(insert date)
  - Resident Physician's dismissal from the Residency Program.
  - Resident Physician's expulsion or suspension from any affiliated hospital or training site.
  - Death or permanent disability of the Resident Physician.
  - Bankruptcy, insolvency, receivership, reduction in the Residency Program, or cessation of operations of TWCGME.
  - TWCGME's determination that continuation of the Resident 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.
  - Resident Physician's failure to pass drug test.
  - Resident 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.

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- Resident Physician is charged with or convicted of a crime for which applicable state and federal law allow or demand adverse employment action.
  - Resident Physician's suspension, exclusion, or debarment from any payer, payment or reimbursement program.
  - Resident Physician's suspension, exclusion, or debarment from any hospital affiliate or training environment.
- d) TWCGME may terminate this Agreement should Resident Physician engage in conduct which is unfavorable and/or detrimental to the Residency Program or contrary to and/or in disregard of TWCGME institutional standards before or during the term of this Agreement.
  - e) A Resident Physician who is terminated from the Residency Program may request fair and reasonable review of that decision under the TWCGME Grievance Policy as set forth in in the GME Policy manual (see Resident and Fellow policy on due process and grievance).
  - f) In the event that this Agreement is terminated, Resident 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 Resident Physician Responsibilities**

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

### **17. 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, the Resident Physician must satisfy certain requirements, prior to commencement of training, summarized as follows:

- a) The Resident Physician must demonstrate they are a graduate of an accredited medical school and residency program.
- b) The Resident 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 Resident 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 Resident 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 Resident 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.

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- f) The Resident Physician must complete employment, reference, criminal history and other standard TWCGME background checks outlined in the TWCGME policies and procedures.
- g) The Resident Physician must produce current certifications in basic and advanced life support as required by the training programs.
- h) The Resident Physician must meet all conditions of employment as described in the TWCGME policies.
- i) The Resident Physician must meet all requirements of TWCGME and affiliation sites, including current vaccinations and immunizations.
  - a. All incoming residents 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 residency or fellowship. To apply for a vaccine exemption, a request must be submitted to TWCGME 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 Resident 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 Residency 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 Resident Physician under this Agreement (“Professional Fees”). Resident 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 Resident Physician receives any Professional Fees directly, Resident Physician shall immediately deliver such Professional Fees to TWCGME or the Physician training site, as appropriate. Resident Physician shall comply with the provisions of the law regarding provider reimbursement. Resident 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 Residency 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.

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- 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 Resident Physician is scheduled for on-call Clinical and Education work hours; on-call rooms are not to be used for personal use.
- d. TWCGME shall comply with the Americans with Disabilities Act and all other workplace laws and directives.
- e. TWCGME Residency Programs will assign Resident Physician responsibilities based on the Clinical and Education work hours requirements. The Residency 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 Resident 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 Resident Physician trains. Resident Physician is entitled to receive a copy of the then-current policy in effect upon written request to General Counsel.
- g. TWCGME Residency Programs will provide regular evaluation and feedback on the Physician's status with their Residency Program in accordance with the guidelines in the GME Policy manual. (see, Resident/Fellow/Faculty Program Evaluation policy).
- h. TWCGME's Residency Programs will award academic credit in accordance with requirements and policies of the Residency 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 Resident Physician's performance in the Residency Program.
- j. TWCGME will facilitate Physician access to appropriate confidential counseling, medical and psychological support services, as described in the GME Policy manual. The Residency Program will abide by TWCGME's Institutional Policy on Physician Impairment (Resident and Fellow Impairment policy).
- k. 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 TWCGME's Institutional Policy regarding the closure/reduction of the residency program.
- m. TWCGME will review Resident 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 Resident Physician is prevented from returning to the Residency 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 Resident 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 Resident Physicians.

#### **24. 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 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**

Resident 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 Residency Program.

2023-2024 Resident Physician Agreement

**IN WITNESS WHEREOF, and intending to be legally bound hereby,** Resident Physician accepts an appointment with the TWCGME 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 TWCGME:**

\_\_\_\_\_  
Resident Physician Signature

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

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_