

## THE WRIGHT CENTER FOR GRADUATE MEDICAL EDUCATION FELLOW PHYSICIAN AGREEMENT

### Our Mission

To improve the health and welfare of our communities through inclusive and responsive health services and the sustainable renewal of an inspired, competent workforce that is privileged to serve.

**THIS Fellow Physician AGREEMENT** ("Agreement") is entered into by and between Dr. [Name], (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 Teaching Health Center Graduate Medical Education Safety-Net Consortium ("GME-SNC") and Sponsoring Institution offering graduate medical education 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"); and

**WHEREAS**, TWCGME's Residency and Fellowship Programs train primary care residents and fellows in a community-based, community need-responsive, interprofessional workforce development model to advance its mission; and

**WHEREAS**, TWCGME has offered, and Fellow Physician has accepted, an appointment to a TWCGME Fellowship Program as more specifically identified in Section 1 below ("Fellowship Program") subject to and in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, TWCGME has pledged to ensure safety (physical, psychological, social, and moral) as a primary value in all interactions between employees, patients, and leadership and is committed to intentional management which includes the explicit recognition that histories of trauma influence interpersonal dynamics. TWCGME similarly supports trauma-competence related frameworks for supporting education and clinical care delivery toward the fulfillment of its mission; and

**WHEREAS**, TWCGME utilizes the Entrepreneurial Operating System (EOS) as a means of organizing personnel, activities and ensuring that policies and procedures are followed-by-all; and

**WHEREAS**, various manuals, handbooks, policies and procedures that apply to the Fellow Physician's appointment to and participation in the Fellowship Program are incorporated herein by reference, and may be revised, amended, reissued or newly issued from time to time as a result of accreditation requirements or at the discretion of TWCGME; and

**WHEREAS**, Fellow Physician agrees to carefully review and comply with the terms and conditions of this agreement and all other applicable requirements of training as established by TWCGME;

**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 Graduate Medical Education (“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 clinical learning environment in which the Fellow Physician trains or participates in Fellowship Program activities. In the absence of specific policies at a clinical learning environment in which a Fellow Physician is training or participating in activities while acting in the capacity of a Fellow Physician in a TWCGME Residency Program, TWCGME’s expectations, 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 Physicians at TWCG Portal. Contact the GME Office for assistance with accessing the manual, handbook or any other relevant policies.

Fellows must take and pass the board examination of their primary specialty by the sixth month of their second year of fellowship training. Failure to successfully pass the requirements for primary board certification by the sixth month of their second year of training will result in non-renewal of contract.

A summary (and not an all-inclusive list) of Fellow Physician’s obligations is outlined in Fellow Physician Job Description, see attached.

2. Assignment of Fellow Physician Responsibilities.

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

3. Fellow Physician Prerequisites to Begin Training.

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

- a) Fellow Physician must demonstrate successful graduation from an accredited medical school and residency training.
- b) Fellow Physician must meet ACGME eligibility requirements for Fellowship Programs.
- c) TWCGME fellowship program may accept an exceptionally qualified international graduate student after meeting certain ACGME requirements under the Fellow Eligibility Exception rule. Applicants accepted through this exception must have a successful evaluation of their performance by the Clinical Competency Committee within 12 weeks of matriculation.
- d) All incoming fellows are required to have passed USMLE/COMLEX Steps 1, 2 and 3.
- e) Fellow Physician must present information and documents for TWCGME to properly complete Form I-9, and, if 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.

- f) Fellow Physician must possess a valid graduate training license from the state(s) in which Fellow Physician will practice and comply with the applicable provisions of the law pertaining to licensure.
- g) Fellow Physician must be fit for duty, including, but not limited to, the passing of a medical screening prior to commencement of employment pursuant to this Agreement.
- h) Fellow Physician must, upon request, 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.
- i) Fellow Physician must complete employment, reference, criminal history and other standard TWCGME background checks outlined in TWCGME policies and procedures.
- j) Fellow Physicians must produce current certifications in basic and advanced life support as required by the training programs.
- k) Fellow Physician must meet all conditions of employment as described in TWCGME policies and this Agreement.
- l) Fellow Physician must meet all requirements of TWCGME and clinical training environment sites, including health requirements such as current vaccinations and immunizations.

*In circumstances where the Fellow Physician has not met eligibility requirements prior to commencement of the Program Year, this Agreement may be declared 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.*

#### 4. 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 Program. 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." Fellowship training with TWCGME in the specified Fellowship Program shall commence on \_\_\_\_\_ **(start date)** and shall continue for a period of one year, up through and including \_\_\_\_\_ **(end date)** unless:

- i. Fellow Physician's participation in the Fellowship Program is terminated sooner in accordance with the terms of this Agreement; or
  - ii. 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.
- a. Fellow Physician acknowledges that Fellow Physician has no expectation of automatic continued participation in the Fellowship Program or employment beyond the Program Year. However, Fellow Physician may generally expect to advance to a subsequent year of training when the Fellow Physician has demonstrated appropriate progress throughout the Program Year and all Fellowship Program requirements are fully satisfied, provided

that there is otherwise 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 result in 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.

#### 5. 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 during the term of this Agreement, TWCGME shall compensate Fellow Physician commensurate with the level of training, which shall be payable in accordance with TWCGME's normal payroll policies and subject to lawful withholding.

Compensation for Fellow Physician for the 2024-2025 academic year is: **PGY1 = \_\_\_\_\_**. In addition to the compensation noted above, Fellow Physicians shall receive employee benefits in accordance with applicable TWCGME policies and benefit programs, which are subject to change.

More specific details regarding the financial support and benefits for the Fellow Physician's Program appointment, including timely insurance benefits for fellows and their eligible dependents, disability benefits and paid leave (such as paid holidays and Paid Time Off ("PTO") that can be used for sick time, vacation and other personal time off), unpaid time off, and other benefits can be found in the Benefits Guide, Employee Handbook and the GME Policy Manual (see attached GME Policy Manual, Resident and Fellow Benefit Guide) 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, Benefits Guide or Employee Handbook, this Agreement shall take precedence, followed by the GME Policy Manual, the Employee Handbook, Benefits Guide, and any other resource.

The benefits described in the GME Policy Manual, Benefits Guide 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 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.

#### 6. Benefits.

- a. TWCGME agrees to provide Fellow and eligible dependents with certain benefits and support services outlined in the Benefits Guide. These are subject to change from time to time at the discretion of TWCGME. TWCGME will use its best efforts to notify Fellow Physician of significant changes as they occur with respect to such benefits and support

services and will provide more detailed information upon request. It is understood and agreed by Fellow that due to the need for brevity and the fact that certain benefits and support services are provided through contracts of insurance containing detailed descriptions of the benefits and through TWCGME policies which are subject to change from time to time.

- b. Fellow benefits shall commence upon their employment date. More specific details regarding the financial support and benefits for the Fellow Physician's Program appointment, including timely insurance benefits for residents and their eligible dependents, disability benefits and paid leave (such as Paid Time Off/PTO—that can be used for sick time, vacation and other personal time off—and paid holidays), unpaid time off, and other benefits can be found in the Benefits Guide, Employee Handbook and the GME Policy Manual (see attached GME Policy Manual, Resident and Fellow Benefit Guide) as well as benefit plan documents, as applicable.
- c. Professional Liability Insurance (PLI). TWCGME provides Professional Liability Insurance (PLI) to Fellow Physicians via a claims made policy issued by a reputable and established insurance carrier to cover potential liability, including legal defense and protection against liability/awards, related to medical malpractice claims that occurred, were reported or filed during the Fellow Physician's participation in one of TWCGME's ACGME-accredited Fellowship Programs. Such coverage will be in accordance with the minimum legal requirements of the state in which Fellow Physician's training takes place and consistent with coverage generally provided to other medical/professional practitioners at the level of education and training in Fellow Physician's specialty. In addition, at the time a Fellow Physician separates from TWCGME and the Fellowship Program (as a result of graduation or otherwise), PLI coverage will terminate and tail or extended reporting coverage will be afforded to cover claims (and related legal defense and any resulting liability within policy limits) that occurred or are reported following the Fellow's completion of or separation from TWCGME, so long as the alleged incident or activity took place during and within the scope of the Fellowship Program in which Fellow Physician participated, and in accordance with the tail or extended reporting coverage terms.
- d. Paid Time Off (PTO). 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 Fellow Physician's choice, as more specifically outlined in the Employee Handbook. Fellow Physician is 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 applicable TWCGME policy, ACGME requirements and applicable law. Leaves of absence may necessitate the extension of training beyond the usual number of months to meet board eligibility requirements for graduation (see, GME Policy Manual, Resident and Fellow Vacation and Leave of Absence policy).
- e. 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 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 training in the Fellowship Program. (see, Resident and Fellow Vacation and Leave of Absence policy).
- f. **Discretionary Leave.** Fellow Physicians may be eligible for an unpaid leave of absence at TWCGME's discretion, subject to TWCGME Policy (see, Resident and Fellow Vacation and Leave of Absence policy). Any approved leave may result in the need to extend Fellow Physician's training if the leave exceeds program parameters for time away from the Program, affects Fellow Physician's core competency to proceed in the Fellow Program without an extension of the Program time, and/or will result in unmet board certification requirements (see, Resident and Fellow Vacation and Leave of Absence policy). A leave of absence must be approved in advance of the ACGME, or applicable Specialty Board, restricts or expands time off to less or more 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 requirements will be followed. 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 and Fellow Vacation and Leave of Absence policy).

#### 7. 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 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 each 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 the right to initiate a grievance 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.

#### 8. Fellow Physician Evaluation, Promotion, Probation, Remediation, Suspension and Dismissal.

Fellow Physician is expected to perform at or above a satisfactory level commensurate with training level. Fellow Physician's performance will be evaluated regularly, and periodic feedback will be provided to Fellow Physician. If Fellow Physician is in good standing and performing satisfactorily as determined by the Program Director and Fellowship Program faculty, Fellow Physician 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 as measured by individual program standards such as milestones.

Any Fellow Physician who performs in a less than satisfactory manner or fails to satisfy program requirements as necessary 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/Fellow Remediation, Grievance and Due Process policy.

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 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 Program 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/Fellow Remediation, Grievance and Due Process policy.

9. Fellow Physician Issue Resolution, Grievance and Appeals

- a. TWCGME maintains an open door/open communication 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, Chief Medical Education Officer or Human Resources. If informal resolution efforts are not feasible or are unsuccessful, any issue or concern may be addressed through the Grievance and Due Process 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/Fellow Remediation, Grievance and Due Process policy found in the GME Policy Manual.
- b. Due Process. Fellow will comply with Resident/Fellow Remediation, Grievance and Due Process policies and procedures provided in the GME Policy Manual to address Fellow disputes or disagreements and disciplinary actions, including suspension, non-promotion, non-tenure, non-promotion or dismissal.

10. Eligibility for Specialty Board Examinations

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

11. Work Hours

For the 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 approved moonlighting.

The Fellow Physician agrees to abide by TWCGME and program policies regarding clinical and educational hours. For specific policy information, please refer to the GME Policy Manual (see, Institutional Oversight of Clinical and Educational Hours policy).

The ACGME mandates that Sponsoring Institutions and Programs ensure compliance with the clinical and educational work hours requirements. Additionally, TWCGME learners are funded by multiple sources, including federal agencies, that require TWCGME to report on the time trainees spend in various clinical learning environments as well as on related activities performed in those environments. To ensure ACGME and funding source compliance, residents and fellows must accurately record the time they begin and end their work day, just as they engage in required documentation of performance. Fellow Physician may be required to use an electronic timekeeping system to log in and log out as a means of recording their time spent at various locations.

12. 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 training or at any of its related participating sites. A Fellow may participate in Internal Moonlighting only if eligible and with specific approval (see, Moonlighting policy). External moonlighting is currently prohibited.

13. Orientation Start Date with TWCGME and Affiliated Sites.

Paid orientation for incoming on-cycle Fellow Physicians begins in June, date to be determined, 2024. Fellow Physician starting off cycle (after July 1, 2024), will be provided orientation concurrent with their training appointment start date. As noted above, employment with TWCGME in the specified Fellowship Program shall commence on the first day Fellow Physician attends orientation, and the training Program will commence on July 1, 2024 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.

14. 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, TWCGME, nor any of its ACGME-accredited programs, will require a Fellow to sign a non-compete agreement or other restrictive covenant.

15. Effective Date.

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



16. Termination of Agreement and Due Process.

- a. Fellow Physicians 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 a 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 1-3 of this Agreement) or make any material misrepresentation or breach any warranty in connection with any aspect of the Fellow Physician's application, material 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 the first day of orientation;
  - Fellow Physician is dismissed from the Fellowship Program;
  - Death or permanent disability of the Fellow Physician such that Fellow is unable to safely perform the essential functions of the position with or without a reasonable accommodation;
  - 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 any required drug test;
  - Fellow Physician engages in conduct that involves insubordination, dereliction of duty, unethical, fraudulent, or unlawful actions which reflect poorly on the reputation of 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 is suspended, excluded, or debarred from participation in any payer, payment or reimbursement program;
  - Fellow Physician is suspended, excluded, or debarred 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 Policy on Resident/Fellow Remediation, Grievance and Due Process as set forth in in the GME Policy Manual (see, Resident/Fellow Remediation, Grievance and Due Process policy).

- f) In the event that this Agreement is terminated, Fellow Physicians shall be entitled only to compensation earned up to the time of 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.

17. Professional Billing and Collection; Other Activities.

Only TWCGME or the clinical learning environment site shall bill, collect and retain all professional fees for medical services rendered by Fellow Physicians under the Agreement ("Professional Fees"). Fellow Physician hereby reassigns to TWCGME and/or the training site any rights they may have to payments made by Medicare for services rendered. In the unlikely event that a 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 Physicians 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.

18. 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.
- 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 policies on Institutional Oversight of Clinical and Educational work hours in the Governance 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 Fellow Physician 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's Fellowship Program will provide regular evaluation and feedback on the Physician's status with the Fellowship Program in accordance with the guidelines in the GME Policy Manual.
- h. TWCGME's Fellowship Program 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 Fellow Physician's 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 policies (Resident/Fellow Physician 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. The Fellowship Program will abide by TWCGME's policies (Resident/Fellow Physician Impairment policy).
- l. The Fellowship Program will abide by TWCGME's policies regarding the closure/reduction of the Fellowship program (see, Program or Institutional Closure policy).
- m. TWCGME will review Fellow Physician's complaints and/or grievances without retaliation or reprisal, in alignment with the Resident/Fellow Remediation, Grievance and Due Process Policy.

19. 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.

20. 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 (GME Policy Manual, EEO policy and Discrimination and Harassment policy).

21. 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 (GME Policy Manual, Discrimination and Harassment policy).

## 22. 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. The 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.

## 23. 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 designee and the TWCGME Office of Graduate Medical Education ("GME Office"). Absences necessitated by such illnesses or injuries will be addressed in accordance with the Human Resources process. 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.

## 24. 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.

25. 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.

26. 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.

27. 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. This includes that this Agreement, without limitation, amends, supersedes and replaces any the prior Fellow Physician Agreement between TWCGME and the Fellow Physician applicable to the same Program Year. 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.

28. 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.

29. Express Acknowledgement.

Fellow Physician hereby acknowledges that Fellow Physician has read, understands and agrees to abide by 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 TWCGME 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. By signing this Agreement, the Fellow Physician acknowledges that he or she has received, read, understands and accepts all terms described in this Agreement and attached documents.

**Attachments:**

- Attachment 1.** GME Policy Manual
- Attachment 2.** Employee Handbook
- Attachment 3.** Benefits Guide
- Attachment 4.** Fellow Acknowledgment Form

**Attachment 5.** Pledge to actively participate in Reducing/Eliminating the Opioid Crisis

**Attachment 6.** Environmental Responsibility and Climate Resiliency Pledge

**Attachment 7.** Pledge to Promote Courageous Reporting of Events that Endanger Patient, Learner or Employee Safety and a Learning Culture through Quality Improvement Initiatives

**Attachment 8.** Fellow Physician Job Description

**Fellow Physician:**

**For TWCGME:**

\_\_\_\_\_  
Fellow Physician Signature

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

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

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

SAMPLE