

THE WRIGHT CENTER FOR GRADUATE MEDICAL EDUCATION RESIDENT 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 RESIDENT PHYSICIAN AGREEMENT ("Agreement") is entered into by and between Dr. [Name], (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 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 Programs train primary care residents in a community-based, community needs-responsive, interprofessional workforce development model to advance its mission; and

WHEREAS, TWCGME has offered, and Resident Physician has accepted, an appointment to a TWCGME Residency Program as more specifically identified in Section 1 below ("Residency 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 engagement 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 operational and personnel activities and ensuring that policies and procedures are followed-by-all; and

WHEREAS, various manuals, handbooks, policies and procedures that apply to the Resident Physician's appointment to and participation in the Residency 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, Resident 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 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 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 Resident Physician trains or participates in Residency Program activities. In the absence of specific policies at a clinical learning environment in which a Resident Physician is training or participating in activities while acting in the capacity of a Resident 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 Resident Physicians on the TWC Portal. Contact the GME Office for assistance with accessing the manual, handbook or any other relevant policies.

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

2. Assignment of Resident Physician Responsibilities.

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

3. Resident Physician Prerequisites to Begin Training.

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

- a) Resident Physician must demonstrate successful graduation from an accredited medical school.
- b) Resident Physician must meet ACGME eligibility requirements for Residency Programs.
- c) Resident Physician must present information and documents for TWCGME to properly complete Form 1, 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.
- d) Resident Physician must possess a valid graduate training license from the state(s) in which Resident Physician will practice and comply with the applicable provisions of the law pertaining to licensure.
- e) Resident 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.

- f) Resident 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.
- g) Resident Physician must complete employment, reference, criminal history and other standard TWCGME background checks outlined in TWCGME policies and procedures.
- h) Resident Physician must produce current certifications in basic and advanced life support as required by the training programs.
- i) Resident Physician must meet all conditions of employment as described in TWCGME policies and this Agreement.
- j) Resident Physician must meet all requirements of TWCGME and clinical learning environment sites, including health requirements such as current vaccinations and immunizations.

In circumstances where the Resident 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 Resident Physician's level of training appointment and the specific duties that will be assigned to the Resident Physician by Program.

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." Residency training with TWCGME in the specified Residency Program shall commence on _____ (start date) and shall continue for a period of _____ year, up through and including _____ (end date) unless:

Resident Physician's participation in the Residency Program is terminated sooner in accordance with the terms of this Agreement; or
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.

- a. Resident Physician acknowledges that Resident Physician has no expectation of automatic continued participation in the Residency Program or employment beyond the Program Year. However, Resident Physician may generally expect to advance to a subsequent year of training when the Resident Physician has demonstrated appropriate progress throughout the Program Year and all Residency 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 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.

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

Compensation for Resident Physician for the 2024-2025 academic year is PGY-___ = \$ _____. In addition to the compensation noted above, Resident 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 Resident Physician's Program appointment, including timely insurance benefits for residents 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), and other 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 have 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 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 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 Resident 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 Resident 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 Resident Physician 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. Resident Physician benefits shall commence upon their employment date. More specific details regarding the financial support and benefits for the Resident Physician's Program appointment, including timely insurance benefits for residents and their eligible dependents, disability benefits and paid leave (such as 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 Resident Physician 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 Resident Physician's participation in one of TWCGME's ACGME-accredited Residency Programs. Such PLI coverage will be in accordance with the minimum legal requirements of the state in which Resident Physician's training takes place and consistent with coverage generally provided to other medical/professional practitioners at the level of education and training in Resident Physician's specialty. In addition, at the time a Resident Physician separates from TWCGME and the Residency Program (as a result of graduation or otherwise), PLI coverage will terminate and tail or extended reporting coverage will be afforded to to cover claims (and related legal defense and any resulting liability within policy limits) that occurred or are reported following the resident's completion of or separation from TWCGME, so long as the alleged incident or activity took place during and within the scope of the Residency Program in which Resident Physician participated, and in accordance with the tail or extended reporting coverage terms.
- d. Paid Time Off (PTO). TWCGME provides Resident Physician 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 Resident Physician's choice, as more specifically outlined in the Employee Handbook. Resident Physician is 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 cycle Program Year. In addition, Resident Physician 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 TWCGME 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 Resident Physician as referenced in this Agreement and otherwise stated in the GME Policy Manual or Handbook, Resident Physician 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 Resident Physician's participation in a TWCGME ACGME-accredited program, with eligibility beginning effective the first day the Resident Physician begins training in the Residency Program. (see, Resident and Fellow Vacation and Leave of Absence policy).

- f. **Discretionary Leave.** Resident Physician 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 Resident Physician's training if the leave exceeds program parameters for time away from the Program, affects Resident Physician's core competency to proceed in the Residency 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. 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 of the Residency Program as a whole, board eligibility and other leave requirement(s) will be followed. 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 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 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 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 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 the right to initiate grievance 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.

8. Resident Physician Evaluation, Promotion, Probation, Remediation, Suspension and Dismissal.

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

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

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 Program 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/Fellow Remediation, Grievance and Due Process policy.

9. Resident Physician Issue Resolution, Grievance and Appeal.

- a. TWCGME maintains an open door/open communication approach and encourages Resident Physician, 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, 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. Resident works only with Resident/Fellow Remediation, Grievance and Due Process policies and procedures provided in the GME Policy Manual to address Resident disputes or disagreements and disciplinary actions, including suspension, non-renewal, non-promotion or dismissal.

10. Eligibility for Specialty Board Examinations.

TWCGME training in the given specialty provides a Resident 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 residents through The Wright Center Resident portal.

11. Work Hours.

For the 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 approved moonlighting.

The Resident 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, all residents and fellows must accurately record the time they begin and end their work day, just as they engage in required documentation of performance. Resident Physicians 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 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 training or at any of its related participating sites. A Resident 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 Resident Physicians begins in June, date to be determined, 2024. Resident Physicians starting in Cycle (after July 1, 2024), will be provided orientation concurrent with their training appointment start date. As noted above, employment with TWCGME in the Residency Program shall commence on the first day Resident Physician attends orientation, and the Residency Program will commence on July 1, 2024 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.

14. 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, TWCGME, nor any of its ACGME-accredited programs, will require a Resident 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. 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 1-3 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 the first day of orientation;
 - Resident Physician is dismissed from the Residency Program;
 - Death or permanent disability of the Resident Physician such that the Resident Physician is unable to safely perform the essential functions of the position with or without a reasonable accommodation;
 - Bankruptcy, insolvency, receivership, reorganization 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 harming 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 any required drug test;
 - Resident Physician engages in 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;
 - 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 is suspended, excluded, or debarred from participation in any payer, payment or reimbursement program;
 - Resident Physician is suspended, excluded, or debarred 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 Policy on Resident/Fellow Remediation, Grievance and Due Process as set forth in the GME Policy Manual (see, Resident/Fellow Remediation, Grievance and Due Process policy).

- f) In the event that this Agreement is terminated, Resident 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 Resident Physician under this Agreement ("Professional Fees"). Resident 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 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 Physicians shall comply with the provisions of the law regarding provider reimbursement. Resident Physician shall not engage in any conduct nor shall Resident 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 Board 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.
- 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 policies on Institutional Oversight of Clinical and Educational work hours in the GME Policy manual.
- f. TWCGME shall 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 Resident 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 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's Residency Program will provide regular evaluation and feedback on the Physician's status with the Residency Program in accordance with the guidelines in the GME Policy Manual.

- h. TWCGME's Residency Program 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 Resident Physician's 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 policies (Resident/Fellow Physician 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. The Residency Program will abide by TWCGME's policies (Resident/Fellow Physician Impairment policy).
- l. The Residency Program will abide by TWCGME's policies regarding the closure/reduction of the residency program (see, Program or Institutional Closure policy).
- m. TWCGME will review Resident Physician's concerns 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 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.

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, family 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 Resident Physician 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 or 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, 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 the Resident Physician.

23. 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 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 Resident Physician Agreement between TWCGME and the Resident 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.

Resident Physician hereby acknowledges that Resident 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 Residency Program.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Resident Physician accepts 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 Resident 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. Resident 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. Resident Physician Job Description

Resident Physician:

For TWCGME:

Resident Physician Signature

Jennifer J. Walsh, MD
SVP & Chief Governance Officer

Date: _____

Date: _____

SAMPLE