

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.

(“Agreement”) is entered into by and between Dr. \_\_\_\_\_ (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.

\_\_\_\_\_, 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

\_\_\_\_\_, TWCGME’s Residency Programs train primary care residents in a community-based, community needs-responsive, interprofessional workforce development model to advance its mission; and

\_\_\_\_\_, 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

\_\_\_\_\_, 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

\_\_\_\_\_, 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

\_\_\_\_\_, 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

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;

\_\_\_\_\_, \_\_\_\_\_, 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

- 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.

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TWCGME Residency Program and all obligations of TWCGME as a Resident Physician will be eligible to sit for the Specialty Certification Examination appropriate.

5. Financial Support.

TWCGME shall provide appropriate financial support to ensure that Resident Physician is able to fulfill the responsibilities of the program. As compensation for all services rendered during the term of this Agreement, TWCGME shall compensate Resident Physician commensurate with the level of training to be payable in accordance with TWCGME's normal payroll policies and subject to applicable withholdings.

O. Compensation for Resident Physician for the 2024-2025 academic year is:

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 Program appointment, including timely insurance benefits for residents and their dependents, disability benefits and paid leave (such as paid holidays and PTO) that can be used for sick time, vacation and other personal time off. Additional benefits can be found in the Benefits Guide, Employee Handbook and other applicable documents (see attached GME Policy Manual, Resident and Fellow Benefits Manual, and other applicable documents, as applicable).

If there is any contradiction between the terms of this Agreement and TWCGME policy and

- b. Resident Physician benefits shall commence upon their employment date. More specific details regarding the financial support and benefits for

- 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

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.

<sup>9.1</sup>a. TWCGME maintains an open door/open

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. Residents 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 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 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.

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- 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 Physician fail to engage in required conduct that will adversely affect such reimbursement or any training site's provider status with any thim

- 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
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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.



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

Resident Physician Job Description

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Resident Physician Signature

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

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