

**NOTIFICATION OF TERMS AND CONDITIONS  
OF APPOINTMENT  
MEDICAL AND DENTAL RESIDENTS**

Revised September  
2020

Name: «Name»

Annual Salary:

«PGSALARY».00

Administrative Supplement: «SUPPLEMENT».00

School	Title	Start	Stop
<u>School of Medicine</u>	<u>Medical Resident</u>	<u>«start_date»</u>	<u>«end_date»</u>

**Appointment:** Resident's appointment is made by virtue of the authority vested by law in the West Virginia University Board of Governors and is subject to and in accordance with the provisions of the rules, regulations and policies of the governing Board. For purposes of this appointment, "Resident" means any trainee at any level in a program sponsored by Graduate Medical Education.

1. **Conditions of Employment:** Consistent with the provisions of the rules, regulations, and policies of the governing Board and of West Virginia University, this appointment and/or compensation is/are subject to the fulfillment of the responsibilities of the position during the term of the appointment, the availability of the state funding, and the following terms. There is no expectation of appointment beyond the "Stop" date listed above. Failure to comply with any of the terms of this appointment and the policies, procedures, laws, rules, and regulations cited herein may result in discipline up to and including termination.
  - 1.1 **Eligibility to Work in the United States.** WVU is required to maintain Federal I-9 Forms that verify each employee's identity and eligibility to work in the United States. To comply with federal requirements, new employees who are United States citizens or green card holders must bring employment eligibility and identity documentation to Employee Processing Services on or before their first day of employment. These individuals should see <http://payroll.wvu.edu/> for a list of acceptable documents as well as employee processing locations and hours. New employees who are a Foreign National should provide their documentation to Tax Services on or before their first day of employment. They should see <http://taxservices.wvu.edu/internationals> or contact Tax Services at (304) 293-3379 ext. 3 for additional information. If Resident is a nonresident alien and Resident currently does not possess authorization to work in a position at West Virginia University, immediately contact the WVU Office of International Students and Scholars at 304-293-3519.
  - 1.2 **License to Practice Medicine/Dentistry:** If the medical Resident holds a Medical Doctor (M.D.) degree this appointment is subject to the Resident obtaining and maintaining an educational training permit or an unrestricted license to practice medicine from the State of West Virginia and/or from any other State's licensing authority where the Resident has been assigned by the Dean of the School of Medicine. If the medical Resident holds a Doctor of Osteopathy (D.O.) degree, this appointment is subject to the Resident obtaining and maintaining an educational training permit or an unrestricted license to practice medicine from the State of West Virginia Board of Osteopathy and/or from any other State's licensing authority where the Resident has been assigned by the Dean of the School of Medicine. In the case of dental Residents, this appointment is subject to the Resident obtaining and maintaining an unrestricted license to practice dentistry from the State of West Virginia and/or from any other State's licensing authority where the Resident has been assigned by the Dean of the School of Dentistry. This requirement must be met at all times during the duration of this appointment.
  - 1.3 **Resident Responsibilities:** This appointment is subject to the Resident obtaining and maintaining a Resident appointment at the affiliated hospital(s) to which Resident is assigned by the Dean of the West Virginia University School of Medicine or Dentistry. The Resident shall be subject to all policies, rules, and regulations of said affiliated hospital(s). Termination or suspension of a Residency appointment at the affiliated hospital(s) will terminate or suspend this appointment.
  - 1.4 **Health Maintenance Organizations, Managed Care Entities and Other Purchasers of Health Care:** Resident's signature below in acceptance of this appointment shall constitute the authorization by the resident for the School of Medicine or Dentistry or affiliated hospitals of the School of Medicine or Dentistry, to release confidential information concerning the Resident's education, skills, quality of care, utilization, and patient

care experience to health maintenance organizations, managed care entities and other purchasers of health care that contract for the provision of professional medical/dental services by residents. The Resident participating in managed care activities shall be subject to all policies, rules, regulations and agreements of said organizations or entities.

- 1.5 Conflicts of Interest, Ethics, & Intellectual Property.** Resident will avoid at all times throughout the term of Resident's employment the existence or appearance of a conflict of interest. During Resident's employment, Resident will comply with all laws, statutes, regulations and policies governing conflicts of interest, including, without limitation, any WVU Board of Governors Rule 1.4 and the applicable provisions of the West Virginia Governmental Ethics Act (W. Va. Code Chapter 6B). Resident understands and agrees that in the course of Resident's employment, Resident may receive and become aware of information, projects, and practices which are sensitive and confidential in nature. Resident agrees to keep all such information strictly confidential and further agrees not to communicate, disclose, divulge or otherwise use – directly or indirectly – such confidential and/or sensitive information for any purpose other than the necessary and appropriate business use related to Resident's position. Resident further agrees to be bound by WVU Intellectual Property policy and/or practices, including, without limitation, WVU Board of Governors Rule 1.5. By entering this agreement, you agree to assign, and do hereby assign, any Intellectual Property created or conceived within the scope of your employment or with WVU resources.
  
- 2. WVU Human Resources:** As a condition of your appointment, you agree to comply with all applicable WVU Human Resources Policies and Procedures, which can be found at <http://employeerelations.hr.wvu.edu/wvu-policies-procedures>.
  - 2.1.** Information on benefits including conditions for reappointment, conditions under which living quarters, meals, laundry are provided, professional liability insurance, liability insurance coverage for claims filed after completion of the program, and health and disability insurance can be found in the GME/WVU Bylaws, and on the GME website, at <http://medicine.hsc.wvu.edu/gme>, and in Resident's program specific manual.
  - 2.2. Leave and Insurance:** WVU Policies regarding leaves include annual leave, sick leave, parental leave, leave of absence, policy accommodations for disabilities, etc., and information about insurance may be found at <https://talentandculture.wvu.edu>. Policy on effects of leaves on satisfying criteria for program completion is determined by each program and subject to grievance process
  - 2.3. WVU Faculty and Staff Assistance Program:** WVU Faculty and Staff Assistance Program is available for WVU employees and additional information may be accessed at [www.hsc.wvu.edu/fsap/](http://www.hsc.wvu.edu/fsap/).
  
- 3. Miscellaneous:**
  - 3.1. Commitment to Equity & Inclusion; the University's Non-Discrimination Policy, including prohibition on Sexual Harassment.** West Virginia University is committed to fostering a diverse and inclusive culture by promoting diversity, inclusion, equality, and intercultural and intercommunity outreach. To further that effort, the University's Rule Regarding Discrimination, Harassment, Sexual Harassment, Sexual Misconduct, Domestic Misconduct, Stalking, Retaliation, and Relationships can be found at: <https://policies.wvu.edu/finalized-bog-rules/bog-governance-rule-1-6-rule>. Additional information, including where complaints of such behavior can be filed, may be accessed at <https://diversity.wvu.edu/equity-assurance>.
  - 3.2. Title IX Coordinator Contact Information:** In accordance with Title IX regulations, the University's Title IX Coordinator contact information is as follows: James Goins; Title IX Coordinator/Director of Equity Assurance; Division of Diversity, Equity and Inclusion Equity Assurance Office; 1085 Van Voorhis Road, Suite 250; Morgantown, WV 26506; Phone: 304-293-5600; E-mail: James.goins@mail.wvu.edu.
  - 3.3. Grievances:** Grievance procedure and due process information for academic issues may be accessed at: <http://medicine.hsc.wvu.edu/gme>. Additionally, for Human Resources/Employment issues, information may be accessed at <https://pegb.wv.gov/Pages/default.aspx>.
  - 3.4. GME Policies:** As a condition of your appointment, you agree to comply with and be bound by the WVU Graduate Medical Education policies, which can be accessed at <https://medicine.hsc.wvu.edu/gme/gme-policies/>.
  - 3.5. Reimbursement for Work-Related Expenses:** You will be reimbursed in accordance with applicable laws and

WVU policies for travel, work related conferences and other reasonable expenses as necessary in the performance of your duties. Reimbursement for attendance at work-related conferences shall be subject in all cases to the prior written approval of the supervisor.

- 3.6. Other Policies:** Information on duty hour policies and procedures, policy on moonlighting, policy on other professional activities outside the program, counseling, medical, psychological support services, harassment, program closures & reductions, restrictive covenants, and the policy on physician impairment and substance abuse may be found at. <http://medicine.hsc.wvu.edu/gme>. Additional policies that govern workplace expectations and conduct can be found at:

Information Technology Services Governance and Policies  
<http://it.wvu.edu/governance>

University Police Department Website  
<http://police.wvu.edu/>

- 3.7. Clery Report:** According to federal law, West Virginia University must publish and distribute an Annual Security and Fire Safety Report (ASR) to current students and employees and to give notice of its availability to prospective ones. The ASR includes statistics for the previous three years concerning reported crimes that occurred on campus, in certain off-campus buildings or property owned or controlled by West Virginia University, and on public property within or immediately adjacent to and accessible from the campus. The ASR also includes institutional policies concerning campus security, such as policies concerning alcohol and drug use, crime prevention, the reporting of crimes, sexual assault, and other matters. Resident can obtain a copy of the ASR by contacting the WVU Police at 304-293-3136 or by accessing the following website: <https://police.wvu.edu/clery-act/campus-safety/annual-clery-report>.
4. **Specific Assignments:** Specific assignments of this appointment will be determined by the President or the President's designated representative and employment in the appointed position is contingent upon the fulfillment of the responsibilities assigned.
5. **Acceptance of Appointment:** This notification of terms and conditions of appointment must be signed, dated and returned to the Office of the Dean of the West Virginia University School of Medicine or Dentistry within ten (10) days of its receipt in order to indicate acceptance of the appointment.



-----  
Clay B. Marsh, MD  
Vice President and Executive Dean for  
Health Sciences

E. Gordon Gee  
President

I hereby accept the appointment described above, subject to all the specified terms and conditions.

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

\_\_\_\_\_  
Date