

<Physician Name>

WEST VIRGINIA UNIVERSITY HOSPITALS, INC and WEST VIRGINIA UNIVERSITY.

Residency Agreement

This Residency Agreement is entered into between the undersigned Resident Physician, West Virginia University Hospitals, Inc., (WVUH or Hospital) and West Virginia University Board of Governors on behalf of West Virginia University and its School of Medicine (WVU) as the sponsoring institution governing the terms and conditions of the Resident Physician's appointment for the period of July 1, 20__ to June 30, 20__.

1. **APPOINTMENT.** WVUH and WVU accepts the Resident Physician to serve as a PGY [INSERT YEAR] graduate physician trainee in a program sponsored by the WVU School of Medicine for the term set forth in section 6 below in the [INSERT PROGRAM] Program. The primary teaching hospital site of the Residency Program is intended to be WVUH, and, subject to the discretion of the Program Director of the Residency Program to assign the Resident to training locations elsewhere (off-site rotation), sites formally affiliated with WVUH and WVU School of Medicine.

2. **RESIDENT PHYSICIAN RESPONSIBILITIES.** The Resident Physician shall:

a. Comply, to the extent applicable, with (i) the WVUH Medical and Dental Staff Bylaws, Rules and Regulations, Appendices of the Rules and Regulations and Credentialing Policy and the WVUH Hospital Bylaws; (ii) all policies, rules, regulation, protocols, agreements or/and memorandums of understanding and orders that directly or indirectly relate to the conduct of resident physicians and members of the Medical Staff, including, without limitation, rules governing medical records, personal appearance, conduct, fitness for duty, professional demeanor and treatment of patients, and all policies adopted by the Graduate Medical Education Committee (GMEC) of the sponsoring institution (iii) all ethical and professional standards of the American Medical Association, American Osteopathic Association or the American Dental Association; (iv) all WVU rules, policies, protocols, procedures, and orders; and (v) all applicable laws, rules, and regulations of governmental entities. In all cases, compliance is required with the items enumerated above which are then in effect and as may be amended from time to time hereafter, copies of which may be obtained upon request from the Department of Medical Staff Affairs or may be accessed at <http://wvumedicine.org/ruby-memorialhospital/referring-physicians/department-information-for-healthcare-professionals/wvuhospitals-practitioners-manual/>; <http://medicine.hsc.wvu.edu/gme>; <https://policies.wvu.edu/>; and <https://talentandculture.wvu.edu/policies-forms-and-resources/hr-policies>.

b. Be paid at a rate dependent on the Resident's PGY level and in accordance with the University's GME Salary Schedule. The Resident shall also be eligible to receive incentive and retention payments offered by WVUH if the Resident qualifies for the incentive or retention payment.

c. Comply with immunization requirements. Proof of Hepatitis B Series or a positive Hepatitis B titer; proof of 1st MMR and 2nd MMR or a positive MMR titer; Varicella history or a positive Varicella titer; TB skin testing, Tetanus history, Laser Eye screening and WVUH's Respiratory Protection plan which will include respiratory protection training and qualitative fit testing as well as any other requirements to meet the OSHA's Respiratory Protection Standard. Resident

Physician will agree to appropriate criminal background check as outlined in the sponsoring institutions GME policies and in compliance with those of WVUH. If requirements are not met within one (1) month; disciplinary actions will occur.

d. Complete all required training modules through NetLearning. If the Resident Physician fails to complete assigned courses by the required date, notification will be made to the appropriate program director and coordinator and if noncompliance continues after fourteen (14) days of notification, WVUH can and will suspend this agreement and the Resident Physician will not be permitted to continue with patient care until requirements are satisfactory.

e. This agreement will automatically terminate upon receipt of notification of the termination of the Resident Physician's contract with WVU School of Medicine. This agreement will become temporarily suspended upon receipt of notification that the Resident Physician's contract with WVU School of Medicine has been suspended. This agreement will remain suspended until the Resident Physician's contract with WVU School of Medicine is either reinstated or terminated.

f. Maintain and submit proof of certification with a current Advanced Cardiac Life Support (ACLS) certification or Pediatric Advanced Life Support (PALS) certification where Pediatrics is the primary resident for the duration of their Residency Program.

3. MALPRACTICE LIABILITY COVERAGE. Malpractice liability coverage for professional activities within the scope of the Residency Program shall be provided by the West Virginia Board of Insurance and Risk Management through WVU and shall be of the same nature and coverage limits as the insurance provided to the faculty physicians of the WVU Schools of Medicine and Dentistry.

4. SUPERVISION. The Resident Physician recognizes and acknowledges that supervision of all patient care or clinical activities within WVUH is the responsibility of the faculty physicians of the WVU Schools of Medicine and/or Dentistry and/or their affiliates.

5. WVUH RESPONSIBILITIES. WVUH agrees to provide a clinical environment that meets the standards established by the Accreditation Council on Graduate Medical Education.

6. WVU SCHOOL OF MEDICINE ADDITIONAL RESPONSIBILITIES. WVU School of Medicine agrees to provide access to information related to eligibility for specialty board examinations available on the Graduate Medical Education website of the sponsoring institution located at:
<http://medicine.hsc.wvu.edu/gme>

7. TERM. It is understood and agreed that the term of this Residency Agreement shall not exceed twelve (12) months. The Hospital may choose to offer and the Resident Physician may choose to accept a Residency Agreements for additional terms throughout the course of the Resident Physician's Residency or Fellowship training. It is understood and agreed that a new Residency Agreement must be entered into for each year and signed and dated within thirty (30) days of initial date applicable residency year. WVUH and or WVU does not represent, warrant or guarantee that it will offer to renew a Residency Agreement with the Resident Physician for any additional term, nor is it obligated to renew or extend this Agreement for any additional terms.

8. SUSPENSION. Suspension of practice, termination of the Residency Agreement and/or of practice within WVUH will occur if WVUH and or WVU determines that the Resident Physician has failed to

comply with the terms and or conditions of the Residency Agreement and/or any of the bylaws, policies, rules, laws, standards, regulations, protocols, agreements or/and memorandums of understanding and orders referenced herein. Likewise, this Residency Agreement may be suspended temporarily while WVUH or WVU is investigating whether Resident Physician has failed to comply with the terms and/or conditions of the Residency Agreement and /or any of the bylaws, policies, rules, laws, standards, regulations, protocols, agreements or/and memorandums of understanding and orders referenced herein.

Resident Physician Date

WVUH Vice President for Medical Staff Affairs Date

Associate Dean for GME/DIO Date