

**“STANDARD CONTRACT -- SUBJECT TO CHANGE”**



**MARSHALL UNIVERSITY JOAN C. EDWARDS SCHOOL OF MEDICINE  
RESIDENCY/ FELLOWSHIP NOTICE OF APPOINTMENT**

This Training Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Joan C. Edwards School of Medicine at Marshall University (herein referred to as the “School of Medicine”) and its faculty practice plan, University Physicians & Surgeons, Inc. d/b/a Marshall Health (herein referred to as “Marshall Health”) and, \_\_\_\_\_ (herein referred to as the RESIDENT). For the purposes of this appointment, the term “Resident” shall be defined as intern, resident or fellow.

**1. Training Program:** \_\_\_\_\_ **Monthly Stipend \$** \_\_\_\_\_

**2. Title:**     **Resident**          **Fellow**          **Chief**          **Off-Cycle**

**3. PGY Level:** **Preliminary**          **1**          **2**          **3**          **4**          **5**          **Other**

**4. Fellow** **1**    **2**    **3**    **4**    **Other**

**5. Current Period of Appointment:**     **From July 1, 20\_\_ – June 30, 20\_\_**

**Section I - Duties and Responsibilities of the Resident**

1. As a condition of this appointment, the Resident must:
  - Be a U.S. Citizen, lawful permanent resident, refugee, asylee, or possess and maintain a valid visa and the appropriate documentation to allow the Resident to legally train at the School of Medicine and its affiliated hospitals.
  - Be a graduate from a medical school in the United States or Canada, accredited by the Liaison Committee on Medical Education (LCME) or graduate from a college of osteopathic medicine in the United States, accredited by the American Osteopathic Association Commission on Osteopathic College Accreditation (AOACOCA); or
  - Be a graduate from a medical school outside of the United States or Canada, and meet one of the following additional qualifications:

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- Hold a currently valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG) prior to appointment; or,
- Graduate from a medical school outside of the United States or Canada, and meet one of the following additional qualifications:
  - Hold a currently valid certificate from the Educational Commission for Foreign Medical Graduates and maintain a valid visa which will be valid on the day training begins. (Only J-1 training visas will be accepted.) or,
  - Hold a full and restrictive license to practice medicine in West Virginia.

In addition to above qualifications, the Resident must:

- Have passed the USMLE/COMLEX Step 1 and 2 exams prior to entering a residency; have passed the USMLE/COMLEX Step 3 prior to being promoted to a PG 2; or, if entering a fellowship, have passed the USMLE/COMLEX Step 1, 2 and 3.
- Have successfully completed ACLS/BLS Certification and agree to maintain current certifications and other certifications as required by the GMEC and/or specific Programs.
- Consent to and pass a background investigation before entering a training program or if deemed necessary and/or appropriate by the Designated Institutional Official (DIO) at any point during the training.
- Consent to and pass a pre-training physical exam, alcohol and drug screening and/or screenings and if deemed necessary and/or appropriate by the Designated Institutional Official (DIO) at any point during the training.
- Submit all required documentation of health status and immunizations as specified by the Office of Graduate Medical Education (GME).
- Obtain and maintain at all times a West Virginia Allopathic or Osteopathic Educational Training Permit or, if preferred, a permanent West Virginia license.

The Resident is responsible for fulfilling any and all obligations that the GME office deems necessary for him/her to begin and continue duties as a Resident, including but not limited to attending orientations, receiving appropriate testing and follow-up if necessary for communicable diseases, fittings for appropriate safety equipment, necessary training and badging procedures (all of which shall be prior to appointment start date) unless specific permission is granted by the Program Director and notification of such agreement is given to the DIO. This agreement is expressly conditioned on the Resident fulfilling these obligations prior to beginning any resident duties unless advance approval is granted by the Program Director and DIO.

***Failure to fulfill any of these requirements shall render this agreement null and void.***

2. Resident eligibility exceptions may be granted by the appropriate Review Committee to allow exceptions to the above-resident eligibility requirements.

A physician who has completed a residency program that was not accredited by ACGME, AOA, RCPSC, CFPC, or ACGME-I (with Advanced Specialty Accreditation) may enter an ACGME-accredited residency program in the same specialty at the PGY-1 level, and, at the discretion of the program director and with approval by the GMEC, may be advanced to the PGY-2 level based

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on ACGME Milestones evaluations at the ACGME-accredited program level. This provision applies only to entry into residency in those specialties for which an initial clinical year is not required for entry.

The Resident authorizes the Program Director/designee as necessary to contact appropriate institutions to obtain written documentation/confirmation of prior education and/or training.

3. The Resident accepts a joint appointment by the School of Medicine and Marshall Health and agrees to participate in the training program of the School of Medicine, Marshall Health and its affiliated hospitals for the full term of this appointment. It is understood that the program reserves the right to dismiss the Resident at any time during the period of training as more fully described in the GME website. The Resident has the right to the processes for promotion, evaluation, probation, remediation, suspension, non-renewal, dismissal, and grievance as described on the GME website. Renewal (promotion) of this agreement is dependent upon satisfactory performance as determined in accordance with GME and program policies during each year of training. This agreement does not establish any right or expectancy of an appointment or promotion for any subsequent residency year regardless of the number of years generally associated with a particular training program.

For promotion to PG2, the Resident must pass the USMLE/COMLEX Step 3.

4. The Resident gives permission for the DIO to share pertinent information as deemed required for the educational training permit, or, if applicable, a permanent WV license.
5. During the term of this agreement, the Resident has a continuing obligation to immediately report to the Program Director and DIO any of the following:
  - a. any charge or conviction of a felony
  - b. any charge or conviction of a misdemeanor, including but not limited to, Driving under the Influence (DUI), or other drug related offenses which impacts upon the abilities of the Resident to appropriately perform his/her normal duties in the residency program;
  - c. any change in educational training permit or permanent license; and/or,
  - d. any action that violates the School of Medicine institutional standards or professionalism policies

For purposes of this agreement, plea of no contest (nolo contendere) is considered the same as a conviction.

6. The Resident agrees to perform all assigned training duties to the best of his/her ability and to abide by the School of Medicine, Marshall Health and affiliated hospital policies and procedures, as set forth in the most current version provided on the GME website, the State of WV Medical Practice Act, and Medical Staff Bylaws and Rules and Regulations of any affiliated hospital to which they may be assigned for training by the School of Medicine. Such policies include, but are not limited to, those on Sexual Harassment, Resident Impairment, HIPAA compliance and possible drug testing.
7. The Resident must dress and carryout his/her duties in a professional and an ethical manner in accordance with the School of Medicine policies, State and Federal laws, state licensure standards, any hospital Medical Staff Bylaws and Rules and Regulations. The Resident must adhere to the School of Medicine's GME "Code of Conduct" found on the GME website.

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8. The Resident must participate in in-house and home night call in conformity with program specific and institutional guidelines. Call schedules and overall educational work hours for each program must conform to institutional policies, program policies and to common and specialty specific the Accreditation Council for Graduate Medical Education (ACGME) program requirements.
9. Moonlighting is defined as any professional activity outside the course and scope of your approved training program. Permission to moonlight is a privilege that will be determined annually by the program director based on the nature of the moonlighting activity and the performance of the Resident. Moonlighting privileges can be revoked at any time if performance in the program suffers due to moonlighting or other activities deemed unprofessional and outside of scope of practice. Residents not in good standing are prohibited from moonlighting and if this occurs, moonlighting will be grounds for dismissal from the program. The Office of GME will receive notification from the program director of the approval for resident moonlighting activity. Residents holding a J-1 visa may not moonlight. Moonlighting hours must be counted towards the 80 hour maximum weekly hour limit. If applicable, the Resident is responsible for obtaining a West Virginia medical license, individual professional liability coverage, individual DEA number and clinical privileges at the facility prior to acceptance of the moonlight assignment.
10. The Resident agrees to meet and attain GME program curricular objectives and to make satisfactory progress in meeting those objectives as established by the Program Director and curricular objectives pertaining to the ACGME competencies: patient care, medical knowledge, practice-based learning and improvement, interpersonal and communications skills, professionalism and systems-based practice. The Resident must also meet defined levels of measurable educational outcomes (Milestones) as outlined in the ACGME and Program Common and specialty/specific Program Requirements.
11. This agreement and the Resident's participation in the program is subject to termination if the Resident's hospital privileges are revoked and substitution to another affiliated hospital is not permitted. If a Resident believes that their hospital privileges have been erroneously, inappropriately or illegally revoked, it is the Resident's sole right and responsibility to direct any issues they may have to the revoking hospital. The School of Medicine does not guarantee a substitution to another affiliated hospital will be made or allowed if a Resident's privileges have been revoked.
12. The Resident is expected/required to:
  - a. Complete required GME training modules and required sessions.
  - b. Participate fully in the educational activities of his/her program, and as required, assume responsibility for teaching and supervising other residents and medical students.
  - c. Participate in institutional committees and councils, especially those that relate to patient care safety review/quality improvement activities, well-being, and apply cost containment measures in the provision of patient care for the School of Medicine, Marshall Health and affiliated hospitals.
  - d. Maintain appropriate and timely medical records for Marshall Health and affiliated hospitals.
  - e. Participate in any requested background checks and drug/substance screenings.
  - f. Evaluate the teaching faculty and others as requested.
  - g. Document clinical experience hours.
  - h. Complete all ACGME and GME surveys.
  - i. Complete the program exit survey in order to receive a certificate of training.

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13. The Resident must return all property of the School of Medicine, Marshall Health or any hospital or healthcare facility participating site at the time of the expiration or in the event of termination of the Agreement, including but not limited to, identification card, pager, books, cell phone, equipment, library books, and if applicable, the parking card. The Resident must also complete all available medical records and settle all professional and financial obligations before academic and professional credit is awarded.
14. The Resident must **obtain and maintain at all times** a West Virginia Allopathic or Osteopathic Educational Training Permit or, if preferred, permanent licensure. Failure to complying with the licensure requirements set forth by the West Virginia Boards of Medicine and Osteopathic Medicine may result in either: 1) the trainee’s delay in starting the residency, or 2) the removal from patient care activities until the deficiency is resolved to the satisfaction of the program and GME Office. Repeated actions to fail to comply with the licensure requirements in a timely manner or failure to obtain an educational training permit may result in dismissal from the program. Failure to obtain or renew either type of training permit or license within one month of your yearly start date will result in immediate dismissal from the program as well as being reportable to the specific Board of Medicine or Osteopathic Medicine in the State of West Virginia. The WV Board of Medicine will accept applications and grant permits without a Social Security number (SSN) on condition that the SSN be supplied within 60 days of approval. Failure to provide your SSN to the WV Board of Medicine within 60 days of approval may result in immediate dismissal from the program.

**Section II - Obligations of the School of Medicine, Marshall Health and Affiliated Hospitals**

1. The School of Medicine shall endeavor to maintain the accreditation status of the training program through the ACGME. The program will have as its primary purpose the graduate medical education of the Resident which includes providing information relating to access to eligibility for certification by the relevant certifying board.
2. The School of Medicine through Marshall Health shall provide the Resident an annual training stipend in accordance with established stipend policies of the School of Medicine. Payment of this training stipend shall be contingent upon satisfactory performance of all assigned courses and training duties by the Resident during the training program. It is understood that all obligations of the School of Medicine hereunder, financial or otherwise, are contingent upon annual funding being available.
3. The School of Medicine may assign the Resident to one or more of the School of Medicine's affiliated hospitals or other approved sites of training.
4. The following benefits are administered through Marshall Health as outlined by the School of Medicine:
  - a. Vacation: The Resident is entitled to 15 non-accrual work days (Monday-Friday) paid vacation annually as set forth on the GME website.
  - b. Educational Leave: The Resident is allowed five days paid educational leave per year as defined or determined by the specific program.
  - c. Other Leave: Leave (which shall include sick leave, military leave, maternity/paternity, or family leave) may be taken according to GME and the specific program policy as set forth in the GME website and program guidelines.

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- d. Additional Leave: The Resident may take additional leave without pay; however, this must be arranged through the program director and may require an extension of the contract in order to fulfill all educational requirements of the specialty.
  - e. Group health insurance is available for Resident's and their families. Resident's must pay a portion of the insurance costs. The type of policy chosen will determine the amount. Residents will be responsible for any co-payment required by the insurance program.
5. The School of Medicine shall provide life and disability insurance to the Resident only as described on the GME web site.
  6. The training program will abide by the resident impairment policy. The Resident will be educated regarding physician impairment, including substance abuse.
  7. Program Directors, Program Coordinators, and the Vice Dean for GME/DIO will advise Resident of options for confidential counseling, medical and psychological support services.
  8. The School of Medicine shall provide professional liability coverage for the Resident consistent with the terms of the WV Board of Risk and Insurance Management (BRIM). Malpractice coverage in the amount of \$1,500,000 and is occurrence based coverage for all clinical activities performed while working within the scope of duty as a Resident. The coverage does not include moonlighting activities described in Section I (10) above. Other limitations, restrictions, and requirements concerning professional liability coverage are described in the BRIM coverage document. Each Resident is responsible for any liability incurred in the operation of vehicles used in transportation to assigned duties.
  9. The School of Medicine through Marshall Health shall provide workers' compensation coverage for the Resident through School of Medicine Risk Management and as required by the WV Workers' Compensation Act, which shall provide coverage for residents who encounter occupational disease exposure or job-related injuries during the course and scope of training.
  10. The School of Medicine through Marshall Health and other affiliated hospitals shall ensure that the Resident has opportunities to participate in patient care activities of sufficient variety and with sufficient frequency to achieve the competencies required by their chosen discipline. The School of Medicine will ensure that the Resident receives appropriate supervision by the teaching faculty. Other obligations of the School of Medicine and affiliated hospitals are described on the GME Website.
  11. The School of Medicine, Marshall Health and its affiliated hospitals will abide by ACGME Institutional requirements to provide adequate and appropriate Resident work and learning environmental conditions.
  12. The Resident is afforded the protection of the School of Medicine policies on Affirmative Action, Equal Employment Opportunity, Sexual Harassment and Disability Accommodation. The Resident is responsible to create a professional environment that reflects and supports the respect and dignity of all patients, staff, students, residents, fellows and faculty in accordance with human resource policies of the School of Medicine, Marshall Health and all of its affiliates. Accordingly, sexual harassment, or any form of harassment, will not be tolerated.

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13. The School of Medicine and Marshall Health embraces a ZERO TOLERANCE policy for workplace violence. Acts, comments or threats of physical contact and/or violence, including intimidation, harassment and/or coercion, whether of a joking nature or otherwise, which involve or affect University or affiliated hospital staff or employees or visitors or which occur on the School of Medicine's or affiliated hospital's property will not be tolerated.
14. The training program will provide the Resident with a written notice of intent not to renew a resident contract or promote to the next level of training no later than four months prior to the end of the resident's current contract. However, if the reason for non-renewal or non-promotion occur(s) within the four months prior to the end of the contract, the training program will provide the Resident with as much notice as the circumstances allow. Upon notification of a written notice of intent not to renew his/her contract or of non-promotable status, the Resident will have the right to appeal in accordance with the grievance procedures as outlined in the Due Process Policy found on the GME website.
15. The Resident may be subject to discipline, including by not limited to, immediate dismissal from the GME program for any of the following reasons:
  - a. Failure to comply with the bylaws, policies, rules, or regulations of the School of Medicine, the University, Marshall Health affiliated hospital(s), medical staff, department, or with the terms and conditions of this document.
  - b. Commission by the Resident of an offense under federal, state, or local laws or ordinances which impacts upon the abilities of the Resident to appropriately perform his/her normal duties in the residency program.
  - c. Conduct, which violates professional and/or ethical standards; disrupts the operations of the University, School of Medicine, its department, or affiliated hospital(s), or disregards the rights or welfare of patients, visitors, students, hospital/clinical staff, or others involved in the training program.
  - d. Any conduct or behavior that in the judgment of the School of Medicine negatively impacts upon the abilities of the Resident to appropriately perform his/her normal duties in the residency program.
16. The School of Medicine, Marshall Health or its affiliated hospitals will provide Residents with safe and appropriate sleep rooms, meal stipends, and parking. Residents are responsible for providing their own housing. The specific program may provide white lab coats but Residents are responsible for laundering of the coats and kept in a professional appearance.

### **Section III – Program Transfer**

Transferring from one University sponsored GME Program to another University sponsored GME program during an appointment period covered by this AGREEMENT is prohibited. For more information on leaving a program before the completion of a contract year, see the GME website.

### **Section IV – Certificate of Completion/ Board Eligibility Information:**

1. The Program Director and DIO makes the determination of eligibility for a Certificate of Completion. The program will initiate the paperwork to have a certificate prepared and will furnish such to the resident once all required signatures are obtained.

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2. The Program is responsible for providing residents with specialty specific information regarding board examination process. A link to **The American Board of Medical Specialties (AMBS)** website is available on the GME webpage <http://musom.marshall.edu/residents>
3. Failure to abide by the terms outlined in this agreement, or failure to complete the full term of this agreement as stated above, may result in no credit granted for the training completed, no issuing of a Certificate of Completion by the institution, and no letters of recommendation.

### **Section V. Resident Transfers**

1. The Resident who transfers from an outside program to the School of Medicine must document passage of the USMLE/COMLEX Steps 1, 2 and, if transferring to a PG2 level of higher, documentation of passage of USMLE/COMLEX Step 3.
2. The Program Director must obtain written or electronic verification of previous educational experiences and a summative competency-based performance evaluation of the transferring resident. If resident is transferring due to program closure, written documentation verifying this from the institution must also be obtained prior to beginning training.

### **Section V. Acceptance of Appointment Terms**

I accept the appointment outlined above and agree to all rules and regulations of the Marshall University Joan C. Edwards School of Medicine and affiliated institutions to which I am assigned. I understand that it is my responsibility to read, understand, and abide by the policies of the School of Medicine, Marshall Health, the Office of Graduate Medical Education, and the affiliated teaching hospital's.

I also agree to discharge all the duties of a Resident as determined jointly by the affiliated institutions and respective directors of training programs and Office of Graduate Medical Education at the Marshall University Joan C. Edwards School of Medicine:

\_\_\_\_\_AGREEMENT IS CONTINGENT UPON THE RESIDENT OBTAINING/MAINTAINING A VALID VISA.



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**Accepted**

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paulette. S. Wehner, MD, FACC, FACP, FCCP  
Designated Institutional Official (DIO)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marshall Health

\_\_\_\_\_  
Date

Revised 1/1/2016; 11/15/2018; 1/25/2021  
GMEC Approved 9/26/2017; 12/11/2018, 2019, 1/26/21

SAMPLE