[INSERT Date of offer letter]

[INSERT Employee Name]

[INSERT Employee Address]

Dear [INSERT Employee Name],

On behalf of West Virginia University School of Medicine, Robert C. Byrd Health Sciences Center, we are pleased to offer you a full time benefits eligible faculty position at the rank of [INSERT rank] (Clinical), Clinician Track (non-tenure) in the Department of [INSERT department]. The initial term of your appointment is [INSERT appointment length in whole months] from [INSERT start date] to June 30, XXXX [INSERT year]. This position would provide an annual (12 month) salary of [INSERT salary], a portion of which would be paid through West Virginia University, with the remaining portion to be paid by West Virginia University Medical Corporation (University Health Associates). Fringe benefits associated with each salary component will also be provided by West Virginia University and University Health Associates respectively. Your first paycheck during this time period will be issued on or about [INSERT date of first pay]. Medical coverage should begin [INSERT approximate date of when medical coverage will begin]. We are excited at the prospect of your joining us and we are sure you will bring additional expertise and the excellence you will bring to the Department and University.

This offer of employment is conditioned upon approval by all the appropriate governmental authorities, and upon your ability to provide satisfactory documentation verifying your eligibility to work for West Virginia University in the above-mentioned position. WVU is required to maintain Federal I-9 Forms that verify each employee’s identity and eligibility to work in the USA. To comply with federal requirements, new employees who are US citizens or green card holders must bring employment eligibility and identity documentation to Employee Processing Services. Please 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. Please see <http://taxservices.wvu.edu/internationals> or contact Tax Services at (304) 293-3379 extension 3 for additional information. Nonresident aliens who currently do not possess authorization to work in a position at West Virginia University, should immediately contact the WVU Office of International Students and Scholars at 304-293-3519. **You will need to complete I-9 paperwork five working days prior to** [INSERT start date] **in order to be employed effective** [INSERT start date]**. Processing this paperwork after that date will result in a prorated salary.**

Your faculty appointment is contingent upon obtaining and maintaining an unrestricted license to practice medicine, or other professions, from the State of West Virginia and/or any other State’s licensing authority, as applicable, where you have been assigned by the Vice President and Executive Dean of Health Sciences or his designee. The West Virginia Board of Medicine web site can be accessed at <http://www.wvbom.wv.gov/>. Your appointment is subject to your obtaining and maintaining a hospital staff appointment, as applicable, with full and unrestricted privileges in the specialty of your appointment at the affiliated hospital(s) to which you are assigned by the Vice President and Executive Dean of Health Sciences of West Virginia University or his designee. You shall be subject to all policies, rules and regulations of said affiliated hospital(s). Medical licensure and hospital credentialing must be issued prior to the activation of your appointment, if this has not already been accomplished. **NOTE:** upon acceptance of this offer, you must complete and return the credentialing application within ten (10) calendar days and provide the current status of your West Virginia licensure, DEA number, a WV address and NPI number, to the Department of [INSERT department] within the West Virginia University School of Medicine. Incomplete or delayed submission of the credentialing application potentially could change the date you are placed on the payroll. If the licensing and/or credentialing process is not completed by your anticipated start date you will receive an addendum to this offer letter containing information pertinent to your revised start date.

We would expect you to successfully complete all requirements/examinations for your specialty boards. Continuation of this faculty appointment is contingent upon board certification within three years of appointment. Once achieved, board certification must be maintained as a prerequisite for continued appointment.

By this agreement, you acknowledge and agree that, in accordance with Policies of the West Virginia University Board of Governors (“WVUBOG”) and the regulations of the West Virginia Higher Education Policy Commission (“HEPC”), you will be prohibited from receiving any other income as a result of the performance of medical professional services during this appointment unless specifically authorized to receive such income in writing by the Vice President and Executive Dean for Health Sciences of West Virginia University. You also agree to abide by all such policies, bylaws, rules and regulations of the WVUBOG, HEPC, the West Virginia University Board of Governors, the West Virginia University School of Medicine and the clinical department to which your clinical appointment corresponds, with regard to outside consulting services including expert witness services.

You will also be required to sign a separate Professional Services Agreement (“PSA”) with the West Virginia University Medical Corporation, which is the faculty practice plan for all clinical service activities of the physician faculty. The PSA stipulates that at no time for a period of twelve (12) months following the termination of the PSA shall you provide any medical professional services or coverage or perform any other clinical duties of any kind or nature directly or indirectly, as an individual physician, sole proprietor, partner, shareholder, director, officer, employee, member, joint venture, independent contractor, or in any other capacity within a forty (40) mile radius of any location to which you were assigned during your appointment by the Vice President and Executive Dean for Health Sciences of West Virginia University, without the prior written consent of the Chief Medical Officer of University Health Associates (UHA), which consent may be granted or denied in the Chief Medical Officer’s sole and complete discretion. In the event that you violate the terms of the non-compete clause in this paragraph, you will be liable to pay liquidated damages to UHA in an amount equal to two (2) times the base compensation set forth in the most recent version of Exhibit 1 to the PSA with UHA. The PSA also stipulates that to the extent that you practice telemedicine, if at all, the “location to which Physician was assigned” as used in the preceding paragraph shall be the physical location to which you were assigned to provide telemedicine services. If you provide telemedicine services, you acknowledge that the patient receiving the services must be located in West Virginia.

Your faculty appointment is offered in accordance with the provisions of West Virginia University as described in the WVU Faculty Handbook, which you can access from the website <http://wvufaculty.wvu.edu/r/download/139120> and West Virginia University Board of Governors Policy 2 which you can access from <http://bog.wvu.edu/policies>.

Your employment at West Virginia University is governed by the rules and policies adopted by the University, the School of Medicine, and by the faculty and administration of the Department of [INSERT department], as they are and as they may from time to time be changed. Significant policies and procedures include, but are not limited to, University statements that address evaluation, promotion and tenure, conflict of interests, outside professional interests, intellectual property, and integrity and compliance. It is your responsibility to be aware of these policies and procedures, as well as others that may apply to you. Further information concerning your privileges and duties as a faculty member may be obtained by contacting your Department Chair, [INSERT Chair name].

All faculty at West Virginia University are reviewed annually in accordance with University and School of Medicine policies, procedures and guidelines which you can access from the following websites <http://medicine.hsc.wvu.edu/media/2791/som-guidelines-for-faculty-appointment-promotion-and-tenure.pdf> and <http://wvufaculty.wvu.edu/policies/>. Your continued appointment as a faculty member is dependent upon your fulfillment of the responsibilities of this position, as they are described in this letter, and as they are changed over time. An annual review of your work will be conducted consistent with the current program and college policies and procedures for faculty evaluation. This review will take into account your productivity over time in addressing the expectations of the appointment letter and/or subsequent agreements

Your responsibilities will include clinical, educational and scholarship activities. Specifically, weAs we have agreed upon, there is an expectation that you will would expect you to devote [INSERT ratio] % to clinical effort, [INSERT ratio] % to education, [INSERT ratio] to scholarship, and [INSERT ratio] % to university/department service. [INSERT here as many specifics as possible; e.g., precepting students, clinical activities, outreach to other sites three days per month, etc.] You may be assigned to teach in classroom settings, in contexts including, but not limited to, **didactic instruction** and related preparation (i.e., lectures and the delivery of clinical correlations); **teaching clinical conferences** (e.g., Problem/Symptom Conferences, Clinical Conference, Housestaff Conference, Morning Report Conference) to students, residents, physicians, and other health professionals; **laboratory group instruction**; and **teaching/facilitating small groups** (including Problem-Based Learning Groups, Clinical Learning Groups, and Team-Based Learning Groups). However, institutional and departmental needs may change over time, which may result in changes in assigned effort at the direction of the Department Chair and/or Dean. As a faculty member in the non-tenure Clinician Track you will be expected to demonstrate significant contributions in service (including clinical service) and education and reasonable contributions in scholarship.

As a [INSERT rank] in the Department of [INSERT department], you will accrue annual leave at a rate of two (2) days per month. Unused annual leave time may be carried forward from year to year, provided that you may accrue no more than twenty-four (24) days of annual leave at any given time. Sick leave will accrue at a rate of one and a half (1.5) days per month. Currently, there is no limit on the number of sick leave days you may accrue. All accrual rates indicated above are based on a full time assignment. Accrual rates for assignments less than full time are pro-rated in proportion with the FTE.

Notwithstanding any West Virginia University policy, procedure or rule to the contrary, for the term of your employment as a faculty member of the School of Medicine:

1. You agree to devote all of your working time and full professional effort to the duties required of you;
2. You agree to maintain no gainful employment with any other person, firm, corporation, or legal entity except upon prior written approval by the Vice President and Executive Dean for Health Sciences of West Virginia University;
3. You agree to refrain from serving as a trustee, director, or officer to any nonprofit, charitable, family, professional or other organization or entity except upon prior written approval by the Vice President and Executive Dean for Health Sciences of West Virginia University;
4. You agree to avoid the existence or appearance of a conflict of interest;
5. You agree to comply with all laws, statutes, regulations and policies governing conflicts of interest, including, without limitation, and conflict of interest policy that may be in force at West Virginia University and the applicable provisions of the West Virginia Governmental Ethics Act (West Virginia Code 6B-1-1 et seq.). In addition, you should be aware of provisions within the West Virginia Governmental Ethics Act, which may also affect your immediate family. Additional information may be found at [http://www.ethics.wv.gov](http://www..ethics.wv.gov).

You understand and agree that in the course of your employment you will receive and become aware of information, projects and practices which are sensitive and confidential in nature. You agree to keep all such information strictly confidential and further agree not to communicate, disclose, divulge or otherwise use, directly or indirectly, such confidential and/or sensitive information for any purpose other than as necessary in your faculty position.

The University’s policy on intellectual property and technology transfer can be located on line at <http://techtransfer.research.wvu.edu> for your review. As consideration for your appointment, you agree that any rights in any intellectual property you develop while at WVU will vest in WVU and be assigned to WVU by you, unless agreed in writing otherwise by the Vice President and Executive Dean for Health Sciences of West Virginia University.

As a benefits-eligible employee, WVU Benefits Administration holds your health and well-being in high regard so you can go above and beyond to reach your goals. WVU offers a comprehensive employee benefits package with a variety of options which you can tailor to meet your needs. To help ensure your benefits are set up accurately, you will need to open the “Benefit Eligible Employee Required Forms link” and complete *BEFORE* [INSERT start date]. For your convenience these forms can either be mailed or submitted electronically.  Employees can also participate in group sessions where assistance in completing the forms will be provided. Please contact Benefits Administration at 304.293.5700 x4 to be added to an upcoming session. <http://benefits.hr.wvu.edu/nebsandrbp>

The Department of [INSERT department] will provide reasonable preapproved relocation reimbursement based upon competitive bids per the institutional guidelines.

You are being provided with two originals of this correspondence, which is comprised of a total of [INSERT number of pages] five (5) pages, including the final signature page. If you choose to accept this offer, please sign and date both originals, then return one of the originals to my office by \_\_\_\_\_\_\_\_\_, 20\_\_, and retain one for your records. Your signature will confirm your acceptance of the terms of this offer and constitute your affirmation that you are free to enter into an employment relationship with West Virginia University and that you are not a party to any existing agreement that would prevent you from doing so. We look forward to having you join us as a faculty member and working with you to reach your professional goals. We are tremendously impressed with the potential you will bring to the Department of [INSERT department] and the Health Sciences Center. The School of Medicine website can be accessed at: [http://medicine.hsc.wvu.edu/](http://medicine.hsc.wvu.edu/news/) . There is a Faculty Resources tab at this site that will aid you with some of the most accessed items. If we can be of any further assistance, or if you have any questions, please feel free to contact me.

Sincerely,

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[INSERT Chair name] Clay B. Marsh, MD

Chair, Department of Vice President and Executive

 Dean, WVU Health Sciences

Accepted:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[INSERT name]