

Appalachian Regional Commission Packet Cover Sheet

The information contained in this section includes policies and sample documents that are required for the State of West Virginia to submit to the Appalachian Regional Commission (ARC) on behalf of a J-1 Visa Waiver physician to receive a waiver of their two-year foreign residency requirements.

USCIS required documents for a completed application packet must include:

- 1. **Data Sheet DS-3035**
- 2. **Case Number** assigned by the Department of State (DOS) must be located on the bottom right-hand corner of every sheet submitted.
- 3. Valid Three (3) year **Employment Contract** to include the following:
 - 4. Name, address and geographic area of the health care facility, and the specific geographical area or areas in which the foreign medical graduate will practice medicine.
 - 5. Physician must provide primary care, *i.e., general or family practice, general internal medicine, pediatrics, or obstetrics and gynecology*, or specialty medicine in practice sites which are located within the State of West Virginia in a designated Primary Care Health Professional Shortage Area (HPSA); psychiatric care in a Mental Health Professional Shortage Area (MHPSA); Medically Underserved Areas (MUA's).
 - 6. Section 214 (l) of the Immigration and Nationality Act (See attached) Certification that physician will provide primary care or specialty medicine 40 hours per week, 4 weeks a year (1,800 hours) excluding time for travel, inpatient care, on-call, or hospital rounds, and that the physician will provide after-hour coverage consistent with other staff physicians or requirements. The work week will not be compressed to less than four days per week.
 - 7. Contract shall not contain a non-compete or restrictive covenant Contract shall have the \$250,000 ARC liquidated damages clause (See attached)
 - 8. Statement which states that the physician's terms of service begin when U.S. Citizenship and Immigration Services (USCIS) grants approval of the physician's waiver or within 90 days of the Immigration and Naturalization Service (INS) approval.
- 9. **Physician Attestation** (signed by J-1 Physician and Seal Notary Public)
- 10. **DS-2019** (formerly IAP-66)
 - Physician's current sponsor address
 - Physician's country of nationality or last permanent address
 - No time gaps between forms
 - Physician not out of status for more than 6 months
 - Evidence that physician residency was done in the United States
 - Certification that physician has not started or completed any fellowship or sub-specialty training. (Not applicable to psychiatrists.)
- 11. **Employer's Cover Letter to (ARC)**
- 12. **Statement by the Head of the Health Care Facility** (Signed Please)
- 13. **Personal Statement** from physician regarding his/her reasons for not wishing to fulfill the two-year home country residence requirement to which the Foreign Medical Graduate (FMG) agreed at the time of acceptance of exchange visitor status.
- 14. **J-1 VISA LIQUIDATED DAMAGES CLAUSE**

- 15. **Physician's Curriculum Vitae**
 - Medical Credentials (including a West Virginia Medical License or proof of application to the West Virginia Board of Medicine)
 - Residency Letters of Recommendation
- 16. **Explanation for Out of Status** if the FMG has spent any period of time in some other visa status, out of status, or outside of the United States. (if applicable)
- 17. **G-28(s)** (if applicable)
 - For J-1 physician, if attorney so representing
 - For sponsor, if attorney so representing
- 18. Copies of most recent **I-94 Entry and Departure cards**
- 19. **"No Objection" Statement** (Public Law 104-416) from the visitor's government if such alien is contractually obligated to return to his or her home country upon completion of the graduate medical education or training, the Secretary of State is to be furnished with a statement in writing that the country to which such alien is required to return has no objection to such waiver. Additionally, this paragraph shall bear a notation that it is being furnished pursuant to Public Law 103-416. (if applicable)

Below are policies and documents that are required by the State of West Virginia to submit a J-1 Visa Waiver physician packet to the Department of State:

- 20. Evidence that **unsuccessful recruiting advertisements** and supporting documentation that the sponsor in good faith made this job available to American physicians.
 - Publications must be within last 6 months of employment contract date
 - Ads targeted to specific locale/specialty and cite salary range
 - Evidence of coordination with state medical schools.
 - Evidence of national and statewide publications (Newspaper, Medical Journals, etc.)
- 21. A copy of the **employer's sliding fee scale**, implementation plan, and public notice, plus, written commitment to their use (See attached)
- 22. Signed and Notarized **ARC Affidavit and Agreement**
- 23. **ARC Federal Co-Chair's J-1 Visa Waiver Policy**
- 24. **West Virginia's J-1 Visa Waiver Policy** signed by both the physician and the sponsor.
- 25. **Two complete application packets are submitted.**

NOTE: *West Virginia's J-1 Visa Waiver Program Agreement will be prepared by the Division of WV State Office of Rural Health upon receipt of the completed waiver application please.*

Mail applications to: DHHR Bureau for PublicHealth
WV State Office of RuralHealth
J-1 Visa Waiver Program Coordinator
350 Capitol Street, Room 515
Charleston, West Virginia 25301-1757
Telephone: (304) 558-4382 or toll-free (888) 442-3456

STATEMENT TO BE INCLUDED IN EMPLOYMENT CONTRACT

The foreign medical graduate agrees to the contractual requirements set forth in section 214(l) of the Immigration and Nationality Act.

PHYSICIAN ATTESTATION

I, _____ (name of exchange visitor) hereby declare and certify, under penalty of the provisions of 18 U.S.C. 1001, that I do not now have pending nor am I submitting during the pendency of this request, another request to any United States Government department or agency or any State Department of Public Health, or equivalent, other than _____ (insert name of State Department of Public Health requesting waiver) to act on my behalf in any matter relating to a waiver of my two-year home-country physical presence requirement.

Date

Signature of J-1 Physician

Subscribed and sworn before me this.

_____ day of _____, 20_____.

_____(Notary Public)

Notary Seal must be provided.

**STATEMENT BY THE HEAD OF THE HEALTH CARE FACILITY
DEPARTMENT OF STATE**

I certify that the facility at which _____ (name of the foreign medical graduate) will be employed is located in an area designated by the Secretary of Health and Human Services as a Medically Underserved Area (MUA), Primary Medical Care Health Professional Shortage Area (HPSA) or a Mental Health Professional Shortage Area ((MHPSA).

I further certify that the facility provides medical care to both Medicaid and Medicare eligible patients and indigent uninsured patients.

The identifier number of the primary care HPSA, MHPSA or MUA (as assigned by the Secretary of Health and Human Services) is: Additional identifying numbers for this area are: (Please note only one set of the below numbers is required).

The FIPS county code and census tract or block numbering area number (assigned by the Bureau of the Census)

_____ and _____

OR

Nine-digit zip code of the area where the facility is located:

_____ - _____

Signature: _____

Title: _____

Facility Name: _____

Address: _____

Telephone #: _____

EMPLOYER'S REQUEST LETTER OUTLINE

The Honorable Gayle Conelly Manchin Federal Co-Chairman
Appalachian Regional Commission
1666 Connecticut Avenue, N.W., Suite 700
Washington, D.C. 20009-1068

INCLUDE THE FOLLOWING:

1. Name of doctor and medical specialty
2. Employer identity (i.e. CHC, FQHC, for-profit, not-for-profit). Address of the practice location or locations. Supply a schedule if multiple locations.
3. A statement by the head of the health care facility at which the physician will be employed, that the physician will practice primary care 40 hours a week at a facility located in an area designated by the Secretary of Health and Human Services as a Health Professional Shortage Area and will provide medical care to both Medicaid or Medicare eligible patients and indigent uninsured patients. The statement shall also list the primary care Health Professional Shortage Area, Mental Health Professional Shortage Area, or Medically Underserved Population identifier number of the designation (assigned by the Secretary of Health and Human Services), and shall include the FIPS county code and census tract or block numbering area number (assigned by the Bureau of the Census) or the 9-digit zip code or the area where the facility is located.
4. If the HPSA designation is based on a special population, the request for waiver should include the sponsor's record over the previous three years of serving Medicare, Medicaid and the medically indigent patients including the percentage of patients served by the practice who are provided health services at a reduced, or no charge because of an inability to pay, the percentage of patients under Medicare for whom assignment is accepted and the percentage of patients under Medicaid for whom assignment is accepted. Such demonstrations will not be required for Community Health Centers (CHC) and other Federally Qualified Health Centers (FQHC) that are otherwise required to serve the target population. Such sponsors should submit a copy of their Notice of Grant Award, instead.
5. Requests for physicians who will practice specialty medicine must provide the following information: (1) A statement from the sponsor outlining the reasons a physician with this particular specialty is needed in this area to include, but not limited to: information concerning the impact of this service not being adequately available to the area, the closest location where the specialty is available and evidence that the specialty would be viable in the service area. (2) A description of the service area demographics and any other supporting information the Federal Co-Chair may require in determining the exceptional need for the specialty. (3) Support letters and additional evidence from representatives of primary care centers and primary care physicians not affiliated with the sponsor in the area speaking to the need for this specialty.
6. Must include statement as follows: "I hereby certify that I have read and fully understand and will comply with the ARC Federal Co-Chairman's J-1 Visa Waiver Policy, and that all of the information contained in this letter is true to the best of my knowledge and belief."

Revised: August 2018



Appalachian
Regional
Commission

J-1 Visa Liquidated Damages Clause

Any breach or non-fulfillment of conditions will be considered a substantial breach of this agreement by you. If there is such a breach (NAME OF EMPLOYER) may, at its option, terminate this agreement immediately. In addition, it is agreed that (NAME OF EMPLOYER) will be substantially damaged by your failure to remain at (NAME OF EMPLOYER) in the practice of medicine for a minimum of three years and that, considering that precise damages are difficult to calculate, you will agree to pay to (NAME OF EMPLOYER) the sum of \$250,000.00 for failure to fulfill your minimum three-year contract. In addition to liquidated damages, (NAME OF EMPLOYER) will recover from you any other consequential damages, and reasonable attorney's fees, due to the failure to provide services to (NAME OF EMPLOYER) for a minimum of three years, EXCEPT THAT, the full-time practice of medicine at another licensed medical facility, in a Health Professional Shortage area (as defined by the Health Resources and Services Administration) within the Appalachian Region (as defined by ARC) shall be considered the same as fulltime practice of medicine at (NAME OF EMPLOYER) for purpose of this paragraph. In the event of a dispute under this paragraph, either party may submit this matter to binding arbitration.

Re: Additional Liquidated Damages Clauses

Any other clause mandating consequential or liquidated damages being paid to the employer must be separate from the ARC clause. ARC takes no position with respect to the inclusion of such an additional contractual agreement.



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J-1 Visa Waiver Affidavit and Agreement

I, _____, being duly sworn, hereby request the Federal Co-Chairman of the Appalachian Regional Commission to review my application for the purpose of recommending waiver of the foreign residency requirement set forth in my J-1 Visa, pursuant to the terms and conditions as follows:

1. I understand and acknowledge that the review of this request is discretionary and that in the event a decision is made not to grant my request, I hold harmless the Appalachian Regional Commission (ARC), the Federal Co-Chairman, any and all ARC employees, agents and assigns from any action or lack of action made in connection with this request.
2. I further understand and acknowledge that the entire basis for the consideration of my request is the ARC Federal Co-Chairman's voluntary policy and desire to improve the availability of primary medical care or specialty medicine in regions designated by the Health Resources and Services Administration (HRSA) as Health Professions Shortage Areas (HPSA) in Appalachia.
3. I understand and agree that in consideration for a waiver, which eventually may or may not be granted, I shall render primary medical care or specialty medicine services to patients, including the indigent, for a minimum of forty (40) hours per week within a HRSA designated HPSA located in the ARC jurisdiction. Such service shall commence not later than 90 days after I receive approval by the United States Citizenship and Immigration Services (USCIS) of my waiver request and shall continue for a minimum of three (3) years or longer, as a specific State policy may require. Any subsequent change in location must be reported immediately to ARC for concurrence.
4. I agree to incorporate all the terms of this J-1 Visa Waiver Affidavit and Agreement into any and all employment agreements I enter pursuant to paragraph 3 and to include in each such agreement the ARC liquidated damages clause, of \$250,000 payable to the employer. (A copy of all employment agreements are attached to this request) This damages clause shall be activated by my termination of employment, initiated by my employer for cause or by me for any reason, only if my termination occurs before fulfilling the minimum three year service requirement.
5. I further agree that any employment agreement I enter pursuant to paragraph 3 shall not contain any provision, which modifies or amends any of the terms of this J-1 Visa Waiver Affidavit and Agreement.
6. I also agree to incorporate all terms of this J-1 Visa Waiver Affidavit and Agreement into any employment agreement I enter pursuant to paragraph 3.
7. I understand and agree that I will provide health services to individuals without discriminating against them because (a) they are unable to pay for those services or (b) payment for those health services will be made under Medicare or Medicaid.

8. I have read and fully understand the “ARC Federal Co-Chairman’s J-1 Visa Waiver Policy,” a copy of which is attached to this request.
9. I expressly understand that this waiver of my foreign residence requirement must ultimately be approved by the USCIS, and I agree to provide written notification of the specific location and nature of my practice to the ARC and the State contact at the time I receive notification from USCIS and I commence rendering services in the ARC jurisdiction.
10. I declare and certify, under penalty of the provisions of 18 U.S.C. 1001, that I do not have pending nor am I submitting during the pendency of this request, another request to any United States Government department or agency or any State Department of Public Health, or equivalent, other than the Appalachian Regional Commission to act on my behalf in any matter relating to a waiver of my two-year home-country physical presence requirement.
11. I understand and acknowledge that if I willfully fail to comply with the terms of this J-1 Visa Waiver Affidavit and Agreement, the Office of the ARC Federal Co-Chairman will notify the USCIS. Additionally, any and all other measures available to the Office of the ARC Federal Co-Chairman will be taken in the event of my non-compliance.

I declare under the penalties of perjury that the foregoing is true and correct.

Subscribed and sworn before me this _____ day of _____, 20____.

_____ (Notary Public)

ARC J-1 Visa Waiver Affidavit and Agreement
Revised: October 2018



Federal Co-Chairman's J-1 Visa Waiver Policy

The Appalachian Regional Commission (ARC) is committed to helping all residents of Appalachia have access to quality, affordable health care. Accordingly, ARC's Federal Co-Chairman is prepared to consider recommending, under certain conditions, a waiver of the foreign residence requirement on behalf of physicians holding J-1 Visas. The Federal Co-Chairman's policy is totally discretionary and voluntary and may be modified or terminated at any time without notice. In all instances, the Federal Co-Chairman reserves the right to recommend or decline to recommend any request for a waiver.

These ARC guidelines are the minimum requirements that must be complied with, but each State may impose additional requirements, it deems necessary to support its physician recruitment program.

1. Physician requests must be sponsored by a State within the Appalachian Region and will be considered by the Federal Co-Chairman only upon written recommendation by the Governor, the ARC State Alternate or, at the State's option, a high-ranking state public health official.
2. The physician must agree to practice primary medical care at least forty (40) hours a week at a site in a Health Professional Shortage Area, as designated by the Health Resources and Services Administration (HRSA), within the legislatively defined Appalachian Regional Commission service area for a minimum of three years or longer, as a specific state policy may require. Travel or on-call time may not be included in the 40 hours required by this paragraph. However, in appropriate cases the State may make exceptions to allow travel or on-call time for obstetricians.
3. The sponsor must demonstrate that it has made a reasonable good faith effort to recruit a U.S. doctor for the job opportunity in the same salary range without success during the six months immediately preceding the request for waiver. The sponsor shall demonstrate, with such supporting documentation as the Federal Co-Chairman may require, that it has undertaken such recruitment through a reasonable number of appropriate sources including but not limited to advertisements in newspapers and medical journals of national and statewide circulation most likely to bring responses from able, willing, qualified and available U.S. doctors and job opportunity notices placed in appropriate medical schools including all medical schools in the State in which the hospital or clinic is located.
4. The employment contract between the physician and the sponsor may not contain a restrictive covenant or non-compete clause, which prevents or discourages the physician from continuing to practice in any HPSA after the period of obligation under this policy, has expired.
5. The physician, prior to employment, must be licensed by the State where he or she will practice and must have completed a residency in one of the following specialties: family practice, general pediatrics, obstetrics, general internal medicine or psychiatry. Waiver recommendations for

physicians who will practice specialty medicine may be made with an appropriate showing of need.

6. The physician must not have been “out of status” (as defined by the United States Citizenship and Immigration Services of the United States Department of Homeland Security) for more than 180 days since receiving a visa under 8 U.S.C. 1182(j) of the Immigration and Nationality Act, as amended. The physician shall provide the Federal Co-Chairman all copies of his or her Certificates of Eligibility for Exchange Visitor (J-1) Status, forms IAP-66 and every other document needed to verify status.

7. The facility or practice sponsoring the physician must agree to provide health services to individuals without discriminating against them because (a) they are unable to pay for those services or (b) payment for those health services will be made under Medicare and Medicaid. The sponsor may charge no more than the usual and customary rate prevailing in the HPSA in which services are provided. In addition, charges must be discounted on a sliding fee scale for persons at or below 200 percent of poverty. Persons with third party insurance may be charged the full fee for service. A notice must be posted in a conspicuous location in the patient waiting area at the practice site notifying patients of the charges for service as required in this paragraph. Such notice must contain at least the information set forth in the [sample notice](#), which is attached to this policy statement. Sponsors seeking a placement in a special population HPSA or for a specialty practice placement must demonstrate their recent record of serving Medicare, Medicaid and medically indigent patients as well as their continuing intentions to serve such individuals.

8. The physician must sign and have notarized the Federal Co-Chairman’s “[J-1 Visa Policy Affidavit and Agreement](#)” prior to consideration by the Federal Co-Chairman of the request and must comply with the terms and conditions set forth in that document.

9. All requests approved initially by the Federal Co-Chairman and approved subsequently by the United States Citizenship and Immigration Services of the United States Department of Homeland Security will be subject to review by ARC's Inspector General for compliance with this policy statement and other applicable laws. A sponsor’s failure to comply in good faith with this waiver policy will be considered in the evaluation of other applications involving the same sponsor.

**WEST VIRGINIA AFFIDAVIT AND AGREEMENT
J-1 VISA WAIVER POLICY
APPALACHIAN REGIONAL COMMISSION**

I, _____, being duly sworn, hereby request the West Virginia State Health Contact, acting in his/her capacity within the West Virginia Department of Health (WVDH), Bureau for Public Health (BPH), Office of Community Health Systems and Health Promotion (OCHSHP), Division of Rural Health and Recruitment (DRHR) to review my application for the purpose of recommending waiver of the foreign residency requirement set forth in my J-1 Visa, pursuant to the terms and conditions as follows:

1. I understand and acknowledge that the review of this request is discretionary and that in the event a decision is made not to grant my request, I hold harmless the WVDH, State Health Contact, any and all WVDH employees, from any action or lack of action made in connection with this request.
2. I further understand and acknowledge that the entire basis for the consideration of my request is the State Health Contact's voluntary policy and desire to improve the availability of primary medical care and mental health care in regions designated by the United States Public Health Service (USPHS) as Health Professional Shortage Areas (HPSAs); a Mental Health Professional Shortage Area (MHPSA) or a Medically Underserved Area (MUA) in West Virginia.
3. I understand and agree that in consideration for a waiver, if granted, I shall render primary clinical care or mental health care services to patients including those enrolled in Medicare, Medicaid and the uninsured medically indigent for a minimum of forty (40) hours, per week, within a USPHS designated HPSA, MUA or MHPSA located in West Virginia. I also understand that if I am a primary clinical care physician this 40 hour shall be exclusive of travel, in-patient care, or hospital rounds. I also understand that clinical practice must be in the clinic, and I am expected to adhere to community standards regarding hospital emergency department coverage. I also understand that primary care physicians may practice full-time in an emergency department if so, approved by the WVDH. Finally, I understand that I am required to commence service not later than ninety (90) days after I receive the necessary approvals by the United States Citizenship and Immigration Services (USCIS) and shall continue for at least three (3) years thereafter.
4. I agree to incorporate all the terms of this J-1 Visa Waiver Affidavit and Agreement into any and all employment agreements. Employment contract shall not contain a non-compete or restrictive covenant clause.
5. I further agree that any employment agreement I enter pursuant to paragraph 3 shall not contain any provision which modifies or amends any of the terms of this J-1 Visa Waiver Affidavit and Agreement.

6. I understand and agree that all medical care rendered pursuant to paragraph 3 shall be in a Medicare and Medicaid certified hospital or health care clinic or mental health facility which has an open, non-discriminatory admissions policy and that will accept uninsured medically indigent patients on a sliding fee basis, or alternatively, if an emergency department, on a 'no-pay' basis.
7. I expressly understand that this waiver of my foreign service requirement must ultimately be approved by the United States Citizenship and Immigration Services (USCIS), and I agree to provide written notification (J-1 Visa Placement Verification Form) in a manner approved by the WVDH of the specific location and nature of my practice to the West Virginia contact at the time I commence rendering services in West Virginia. The first reporting form will be due thirty (30) days after obligation begins and on a semi-annual basis thereafter.
8. I understand and acknowledge that if I willfully fail to comply with the terms of this J-1 Visa Waiver Affidavit and Agreement, the State Health Contact will notify the West Virginia Board of Medicine with a recommendation that the physician's license be revoked or suspended and a notification to the USCIS, Appalachian Regional Commission (ARC) or Department of State (DOS) that the physician is in non-compliance with the State of West Virginia policy.
9. I hereby declare and certify, under penalty of the provisions of 18 U.S.C. 1001, that I do not now have pending nor am I submitting during the pendency of this request, another request to any United States Government department or agency or any State Department of Public Health, or equivalent, other than the West Virginia Department of Health and Human Resources, to act on my behalf in any matter relating to a waiver of my two-year home country physical presence requirement.
10. I understand, and I agree to meet the requirements set forth in Section 214 (l) (B) and (C) of the Immigration and Nationality Act as amended by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 and subsequent federal laws, rules and regulations.

J-1 Visa Waiver Physician Certification:

I have read and fully understand the terms and conditions of the West Virginia J-1 Visa Waiver Policy.

Date

Printed Name of J-1 Physician

Signature of J-1 Physician

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public Signature

Employer Certification:

I certify that I have read and understand the above policy to which this J-1 Visa Waiver Physician's employment to facilitate his/her compliance with these requirements.

Date

Printed Name of Employer

Signature of Employer

**WEST VIRGINIA DEPARTMENT OF HEALTH
BUREAU FOR PUBLIC HEALTH
OFFICE OF COMMUNITY HEALTH SYSTEMS AND HEALTH PROMOTION
WEST VIRGINIA STATE OF RURAL HEALTH**

J-1 VISA WAIVER PROGRAM AGREEMENT

This AGREEMENT is made and entered into by and between the West Virginia Department of Health, Bureau for Public Health, Office of Community Health Systems and Health Promotion, Division of Rural Health and Recruitment also referred to as the “Department” and *DOCTORS FULL NAME*, M.D., also referred to as “Provider”.

Whereas, the WV State Office of Rural Health, within the Department’s Bureau for Public Health is responsible for administering the WV J-1 Visa Waiver Program, allowing foreign medical graduates to practice medicine in West Virginia for 3 years, in lieu of returning to their country of nationality or last residence to complete a 2-year foreign residency requirement for International Medical Graduates (IMG);

Whereas, the State’s J-1 Visa Waiver Program improves access to health care in underserved areas of the State by sponsoring physicians holding J-1 Visa’s;

Whereas, the Department has or will through the Appalachian Regional Commission (ARC) or the Department of State (DOS) recommended Provider’s application for a waiver of the 2-year foreign residency requirement for IMG’s; and,

Whereas, Provider seeks to practice medicine and be employed for three years in the State of West Virginia for *NAME OF SPONSOR*, in *NAME OF CITY (NAME OF COUNTY)* West Virginia *ZIP*, an underserved area in exchange for completing the 2-year foreign residency requirement.

NOW THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained herein, the Department and Provider hereby agree as follows:

ARTICLE I. GENERAL TERMS AND CONDITIONS

1. Term of Agreement

The term of this agreement begins the day the J-1 Visa Waiver physician begins employment with the above-named Sponsor. The Provider agrees to provide clinical medical services at *NAME OF WORK SITE, STREE ADDRESS, CITY (COUNTY)* West Virginia *ZIP* and is effective for thirty-six months.

2. Entire Agreement

This document constitutes the entire agreement between the parties. No amendment or other modification changing this agreement shall have any force or effect unless it is in writing and duly executed by the parties.

3. Conformance with State and Federal Regulations, Governing Laws

This agreement is subject to and governed in all aspects by the laws of the State of West Virginia, and, where applicable, Federal law. Provider at all times will conform to and abide by all applicable Federal and State laws and regulations including but not limited to Equal Employment Opportunity, Federal Rehabilitation Act, Civil Rights Act and any other pertinent Federal, State, or local laws, regulations or policies in the provision of medical services at the location indicated above.

4. Assignment

Provider shall not modify, convey, sell, transfer, assign, delegate, or otherwise dispose of this agreement or any portion thereof or of any right, title, interest or obligation therein without the prior written consent of the Department.

5. Termination of Agreement

The Department may terminate this agreement for cause at any time with thirty (30) days written notice to Provider. The determination of what constitutes cause for termination is at the sole discretion of the Department.

ARTICLE II. PROVIDER RESPONSIBILITIES

6. General Requirements

Provider will:

- A. Notify the Department upon approval from United States Citizenship and Immigration Services (USCIS) within 30 days by supplying the Division of Rural Health and Recruitment by returning the J-1 Visa Placement Verification Form. The obligation start date will be the date of employment of the physician by the sponsor.
- B. Provide full-time clinical medical care, including care to the indigent at the practice site determined by the sponsor for three years. Full-time practice means providing hands-on, direct patient care for a minimum of 40 hours per week, over a period of 45 weeks per year. The workweek must not be compressed to less than four days.

- C. Incorporate the terms of the WV J-1 Visa Waiver Policy into any and all Employment agreements.

7. Provider Acknowledgment

By signing this agreement, the Provider acknowledges that he/she has entered into a legally binding agreement and has a legal obligation to fulfill the terms of this agreement and provide full-time clinical medical services at the location named herein or at another location approved by the Department for 3 years.

ARTICLE III. DEPARTMENT RESPONSIBILITIES

8. General Requirements

The Department will:

- A. Submit a waiver request to either ARC or DOS on behalf of Provider and Sponsor.
- B. Monitor the activities of Provider to ensure compliance with Program requirements.
- C. To the extent possible, make provisions for the placement of Provider in another designated underserved site if employment is terminated for reasons beyond his/her control, i.e., closure of the site.
- D. Cancel Provider's obligation if he/she should become physically or mentally impaired to the degree that he/she cannot function in his/her assigned duties or should the Provider decease prior to fulfilling his/her obligation.

9. Non-Compliance

Should Provider fail to comply with any of the provisions of this agreement, the Department will report Provider to the West Virginia Board of Medicine with a recommendation that Provider's license be revoked or suspended. In addition, Provider's non-compliance will be reported to the Appalachian Regional Commission and/or the Department of State and the United States Citizenship and Immigration Services.

This agreement becomes effective upon signature of all parties below and will continue in force until such time as modified or terminated as herein provided.

WEST VIRGINIA DEPARTMENT OF HEALTH

Provider

Date

STATE OF _____ COUNTY OF _____, To Wit:

I, _____, a Notary Public in and for the aforesaid county, do certify that _____, who signed the above writing, bearing the date _____ day of _____, 20____, for _____ has acknowledged the same this day before me.

Given under my hand this _____ day of _____, 20____.

My Commission expires _____, 20____.

Notary Public

Bethlehem Amare, J1 Visa Coordinator
WV State Office of Rural Health

Date

Lisa Lewis, Interim Director
WV State Office of Rural Health

Date