

**University Of Nevada School Of Medicine**  
**Graduate Medical Education**  
**TERMS OF APPOINTMENT FOR RESIDENT PHYSICIANS AND DENTISTS**  
**2008-2009**

This Agreement, is made and entered into by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada School of Medicine, ("the UNSOM"), and \_\_\_\_\_ ("the Resident"\*).

**Witnesseth:**

WHEREAS, it is the purpose and intention of the UNSOM to assist the Resident in the pursuit of his/her studies as a graduate medical education student by employing him/her as a resident physician/dentist.

NOW THEREFORE, in consideration of mutual covenants and agreements contained herein. It is hereby agreed as follows:

1. Academic Department: \_\_\_\_\_ Training Program: \_\_\_\_\_
2. Title: Resident  Fellow  Chief Resident  % FTE \_\_\_\_\_
3. PGY Level: I  II  III  IV  V  VI  VII  VIII  Other: \_\_\_\_\_
4. Current Period of Appointment: From \_\_\_\_\_ Through \_\_\_\_\_
5. Gross Monthly Salary: \$ \_\_\_\_\_ Gross Annual Salary: \$ \_\_\_\_\_

DEFINITION OF "RESIDENT" OR "FELLOW" means resident physicians and resident dentists are doctors who are continuing their medical or dental education after receipt of the medical or dental Degree through continued instruction and the provision of patient care services by means of educational, clinical experience in University of Nevada-affiliated institutions and organizations, and who may also provide instructional services to medical or dental students as the Residents' experience and education allows. All references to "resident" in this contract will apply equally to fellows. All references to residency programs will apply equally to fellowship programs.

CONDITIONS OF EMPLOYMENT: Title 4, Chapter 7 of the Board of Regents Handbook pertaining to Resident Physicians, Dentists, and Fellows which addresses annual leave, parental leave, sick leave, health insurance, and workers' compensation, including disability benefits; the School of Medicine policies on Resident Working Hours and Supervision, Outside Employment of Residents, Malpractice Insurance Liability Claims, On Call Quarters and Meals, the University of Nevada Affiliated Hospitals' Disciplinary Procedures for Resident Physicians and Dentists and Guarantee of Due Process, and the Procedures for Resident Physicians/Dentists Complaints and Grievances, are incorporated herein and by this reference made a part of this contract.

The resident is referred to the following policies, which are not incorporated into this contract: Sexual Harassment Policy and Complaint Procedure (Board of Regents Handbook, Title 4, Chapter 8, Section 13): Outside Employment of Resident Physicians/Dentists, Conditions of Appointment and Reappointment, Physician Impairment and Substance Abuse, Counseling and Psychological Services, and Resident Responsibilities, found in the Processes, Procedures and Rules for Graduate Medical Education Residency Programs, and Professional Leave of Absence Benefits and Professional Activities Outside the Program, found in each residency programs," handbook.

The Nevada System of Higher Education Code, the official document governing personnel matters and procedures, is a regularly published document and is available at each institution. Only the Code, Title 2 of the Board of Regents Handbook, exclusive of any bylaws or policies, is incorporated herein and by this reference made a part of this contract. Any other terms, understandings, by-laws, promises, prior negotiations or representations, or conditions not specified herein, or attached to and made a part of this contract, shall not be considered a part of the contract of employment of the resident physician/dentist. This contract is not binding or of any legal effect until duly executed by both the appointee and the appointing officer.

TERMINATION Notwithstanding the provisions of the Nevada System of Higher Education Code, including Chapter 6, this contract may be terminated by the University of Nevada during the contract year for reasons of improper conduct, moral or ethical reasons, for inability to perform to departmental or educational standards and objectives, for violation of NSHE Code section 6.2.2, or because of financial conditions within the School of Medicine. Procedures for notice, hearing and appeal of contract terminations or other actions, other than for financial reasons, shall be followed as established by the University of Nevada School of Medicine. (See, Guarantee of Due Process of the School of Medicine).

CONTRACT CONTINGENT ON AVAILABILITY OF FUNDS Continued employment under this contract (or reappointment) is contingent upon the availability of funds to pay for the position and the contract may be terminated due to the unavailability of funds.

**Obligations of the Resident**

1. The Resident accepts appointment by the UNSOM and agrees to participate in the Training Program of the UNSOM and it 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 Manual. The Resident has the right to the process as described in the Grievance and Appeal Procedures set forth in the GME Manual. The most current version of the GME Manual is posted on the GME web site. ([www.unr.edu/med/gme](http://www.unr.edu/med/gme)). Renewal of this agreement is dependent upon satisfactory performance as determined in accordance with the GME policy entitled Evaluation of Resident Performance during each year of training. This agreement does not establish any right or expectancy of an appointment for any subsequent residency year regardless of the number of years generally associated with a particular training agreement.

2. The Resident agrees to perform all assigned training duties to the best of his/her ability and to abide by the UNSOM and affiliated hospital policies and procedures, as set forth in the most current version of the GME Manual, the Nevada Medical Practice Acts, the Nevada Dental Practice Acts, Medical Staff Bylaws, and Rules and Regulations of any affiliated hospital, to which they may be assigned for training by the UNSOM. Such policies include, but are not limited to, those on Sexual and Other Forms of Harassment, Non-Discrimination, Physician Impairment, Substance Abuse, Discipline and Grievances, Privacy and Security of Health Information.

3. Participation in additional medical activities outside the scope of this Agreement, such as moonlighting, is generally discouraged. Specific policies involving individual Residents will be determined by his/her program. However, a prospective written statement of permission must be obtained prior to moonlighting. No medical/dental malpractice liability coverage is provided by the UNSOM for external moonlighting. No moonlighting activity is allowed while a Resident is on remediation or probation. Moonlighting while on remediation or probation will be considered grounds for dismissal. Residents holding a J-1 or H1B visa may not moonlight.

4. As a condition of this appointment, the Resident must maintain or possess the following:

- Be a U.S. Citizen, or hold a valid U.S. Resident Alien Card, or possess all three of the following: 1) valid Passport, 2) valid I-94, and 3) J-1 (clinical) or H1B visa to train at the University of Nevada School of Medicine in the specific Training Program listed above.
- LICENSURE Residents must be licensed by the applicable Nevada State Board to practice within the limits of the residency training program. All residents with a limited license may practice only under such conditions as approved by their Residency Program Director, Dean of the School of Medicine, and the applicable Nevada State Board Regulations. Limited licensure for Resident Dentists requires a valid license in another state in the United States. Full licensure may be granted only after the dental resident has successfully passed the Western Regional Examining Board(WREB).
- An M.D. degree from an LCME accredited medical school within the United States, Puerto Rico or Canada, or a D.O. degree from an AOA accredited school of osteopathy, or an ECFMG certificate which will be valid on the day training begins. Graduates of Canadian schools must hold an LMCC Certificate. A DDS or DMD degree from an American Dental Association(ADA) accredited school of dentistry within the United States or Canada.

Failure to obtain or maintain necessary licenses and permits and to maintain eligibility to work in the United States will result in automatic suspension and may result in dismissal which shall render this agreement null and void. Furthermore, this agreement and the Resident's participation in the program is subject to immediate termination without the need for further notice, nor right of appeal, if at any time the resident's license is suspended, revoked or lapses in any way and for whatever reason.

5. Residents are expected to:

- Develop a personal program of self-study and professional growth with guidance from the teaching staff
- Participate fully in the educational activities of his/her program and as required, assume responsibility for teaching and supervising other residents and students.
- Participate in institutional committees and councils, especially those that relate to patient care review activities, and apply cost containment measures in the provision of patient care
- Keep charts, records, and/or reports up to date and signed at all times.
- Complete the GME exit survey in order to receive a certificate of training.

6. This agreement is contingent upon the Resident consenting to and passing a background investigation and shall be null and void if the Resident does not pass the investigation.

7. Residents are 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. This agreement is expressly conditioned on his/her fulfilling these obligations prior to beginning any resident duties. His/her failure to complete these obligations prior to beginning resident duties will render this agreement null and void and subject him/her to immediate termination from the program without further notice or right of appeal.

### **Obligations of the UNSOM and Affiliated Hospitals**

1. The UNSOM shall endeavor to maintain the accreditation status of the Training Program through the Accreditation Council for Graduate Medical Education (ACGME). The program will have as its primary purpose the graduate medical education of Residents.

2. The UNSOM shall provide the Resident an annual salary in accordance with established policies of the UNSOM. Payment of this salary shall be contingent upon satisfactory performance of all assigned duties by the Resident. It is understood that all obligations of the UNSOM hereunder, financial or otherwise, are contingent upon annual funding being available from all funding sources.

3. The UNSOM may assign the Resident to one or more of the University of Nevada-affiliated institutions and organizations.

4. Vacation: The Resident is entitled to 15 calendar days paid vacation annually as set forth in the NSHE Handbook Title 4 section Chapter 7. Leave may not be carried over from one year to the next. All accumulated annual leave must be taken prior to the termination of this contract.

5. Sick Leave: The Resident may receive sick leave as outlined in the NSHE Handbook Title 4 section Chapter 7.

6. The UNSOM will provide basic health and dental care coverage through a health insurance program as described on the GME web site [www.unr.edu/med/gme](http://www.unr.edu/med/gme). Enrollment must be within 30 days of entry to the program. This requirement for health coverage may be waived by the Associate Dean if the Resident presents acceptable documentation that s/he has comparable personal health insurance in force during the period of this training agreement.

7. The UNSOM shall provide life, vision and disability insurance as described on the GME web site [www.unr.edu/med/gme](http://www.unr.edu/med/gme) .
8. Residents will participate in a 403(b)-retirement plan, with contributions of 6.2% of salary, made by both the employer and the Resident.
9. Residents will be covered under the state's workers compensation program.
10. The UNSOM shall provide professional liability coverage for the Resident. Coverage shall be limited to medical/dental activity engaged in within the scope of the training duties during the course of the Resident's graduate medical education, but does not include moonlighting activities described in Section 1(3) above. This contract is contingent upon the Board of Regents of the Nevada System of Higher Education obtaining malpractice coverage at an acceptable rate; in the event that the Board of Regents cannot obtain malpractice insurance coverage at a rate acceptable to the Board of Regents, and notwithstanding any provisions of the NSHE Code, this contract shall terminate. The Board of Regents will not provide tail coverage for any claims arising prior to and/or outside of employment with the Board of Regents.
11. Other obligations of the UNSOM and affiliated hospitals are described in the GME Manual.
12. The UNSOM and its affiliated hospitals will abide by Institutional ACGME requirements to provide adequate and appropriate Resident working conditions.
13. NOTICE OF NON-REAPPOINTMENT Notwithstanding the provisions of NSHE Code section 5.9. 1, notice of non-reappointment must be given no later than 4 months prior to the ending date of this contract; except that if the primary reason(s) for non-reappointment occur(s) within 4 months prior to the ending date, the resident will be given as much notice of non-reappointment as the circumstances reasonably allow prior to the ending date of the contract. A resident who has received a notice of non-reappointment may seek review of the non-reappointment through the University of Nevada School of Medicine Procedures For Resident Physicians/Dentists and Guarantee of Due Process.

The parties to this Terms of Appointment for Resident Physicians and Dentists in their final year of training expressly understand and agree that the provisions of this paragraph constitute notice to the Employee of the non-renewal of employment with the University of Nevada, Reno upon the close of business at the University of Nevada, Reno on the latest day indicated in this Terms of Appointment, notwithstanding any provision of the NSHE Code to the contrary. No other notice of non-renewal shall be required nor shall Employee have any rights under any provisions of the NSHE Code for any other length of notice of non-renewal of employment other than set forth in this paragraph.

14. Residents are not eligible for unemployment compensation.
15. 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 offered by the Training Program.

I accept the appointment outlined above and agree to all rules and regulations of the UNSOM and affiliated institutions to which I am assigned. I also agree to discharge all the duties of a Resident as determined jointly by the affiliated institutions and respective directors of training programs at the UNSOM of Nevada School of Medicine.

Recommended:

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

\_\_\_\_\_  
Signature of Appointee Date

\_\_\_\_\_  
Department Chair Date

Accepted on behalf of the Nevada System of Higher Education thereby making this document a contract:

\_\_\_\_\_  
Associate Dean, GME Date

\_\_\_\_\_  
For Appointing Authority, President of the Institution Date