

**University Medical Center of Southern Nevada**

**Graduate Medical Education**

**Terms and Conditions of Appointment for Resident Physician**

This Terms and Conditions of Appointment (the “Agreement”), is made and entered into by and between University Medical Center of Southern Nevada (hereinafter referred to as “Hospital” and \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as “Resident”) as of the last date affixed on the signature block below, with the intent that it be effective upon the commencement of the Current Period of Appointment (defined below).

**SUMMARY OF DEFINED TERMS:**

It is the purpose and intention of Hospital to assist Resident in the pursuit of their studies as a graduate medical education student by employing them as a resident physician. For purposes of this Agreement, the terms used herein are defined as follows:

1. Resident: the above-referenced individual who, by execution of this Agreement, has agreed to engage in a post-graduate training program sponsored by Hospital.
2. Department: Click or tap here to enter text.
3. Training Program: Click or tap here to enter text.
4. Program Director: Click or tap here to enter text.
5. PGY Level: Choose an item.
6. Current Period of Appointment: From Click or tap to enter a date. Through Click or tap to enter a date.
7. Annual Salary: \$ Click or tap here to enter text.

**I. Obligations of the Resident**

1. Resident accepts appointment by Hospital and agrees to participate in the Training Program (at Hospital and each of its affiliated educational sites) for the Current Period of Appointment. Renewal of this appointment is dependent upon satisfactory performance as determined in accordance with the GME policy titled Resident Promotion Appointment Renewal and Dismissal, a copy of which has been made available to Resident. 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 Program.
2. Resident agrees to perform all assigned training duties to the best of their ability and to abide by Hospital and Hospital’s affiliated educational sites rules, regulations, policies, procedures, directives, as well as the Nevada Medical Practice Act (NRS Chapter 630 or Chapter 633, as applicable).



3. Specific policies involving individual Resident moonlighting will be determined by the Training Program. However, a prospective written statement of permission must be obtained prior to moonlighting. No professional liability coverage is provided by the Hospital for external moonlighting. Moonlighting privileges may be revoked by the Program Director if the Program Director feels that the moonlighting is adversely affecting Resident's patient care or education or if the same is putting Resident at risk for work hours violation or excessive sleepiness/fatigue.
4. As a condition of this appointment, Resident must maintain or possess the following:
  - Must be authorized to work in the United States without sponsorship.
  - Residents must be licensed by the applicable Nevada State Board to practice within the limits of the Training Program. All residents with a limited license may practice only under such conditions as approved by their Program Director, Designated Institutional Official, and the applicable Nevada State Board Regulations.
  - 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. Foreign medical graduates must have a valid ECFMG certificate on the day training begins. Graduates of Canadian schools must hold an LMCC Certificate.

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 Resident's participation in the Training Program, is subject to immediate termination without the need for further notice, nor right of appeal, if at any time 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 their Training 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.
  - 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.
  - Develop an understanding of ethical, socioeconomic, and medical/legal issues that affect the practice of medicine.
  - Consider clinically appropriate cost containment measures in the provision of patient care.
  - Participate in the evaluation of the Training Program and its faculty in a timely manner using the mechanisms provided by the Training Program.



- Participate fully and collaboratively with other members of the care team including, but not limited to, attending physicians, nursing staff, therapists, case managers, and ancillary staff.
6. This Agreement is contingent upon Resident consenting to and passing a background investigation and drug screen. This Agreement shall be null and void if Resident does not pass the investigation and/or drug screen.
  7. Resident is responsible for fulfilling any and all obligations that Hospital deems necessary for them 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 Resident fulfilling these obligations prior to beginning any resident duties. Failure to complete these obligations prior to beginning resident duties will render this Agreement null and void and subject them to immediate termination from the Training Program without further notice or right of appeal.

## **II. Obligations of Hospital**

1. Hospital shall endeavor to maintain the accreditation status of the Training Program through the Accreditation Council for Graduate Medical Education (ACGME). The Training Program will have as its primary purpose the graduate medical education of Residents.
2. Hospital shall provide Resident with the Annual Salary, payable in accordance with applicable established policies of Hospital. Payment of this Annual Salary shall be contingent upon satisfactory performance of all assigned duties by Resident.
3. Hospital may assign Resident to one or more of the Hospital affiliated educational sites and/or organizations.
4. Hospital is responsible for adhering to all clinical and educational work hour requirements as outlined by the ACGME.
5. Resident is entitled to certain Administrative Leave Days (ALDs), as set forth in the Resident Vacation and Leaves of Absence policy, a copy of which has been made available to Resident. Vacation may not be carried over from one year to the next. All accumulated ALDs must be taken prior to the termination of this appointment and is not paid out upon termination or completion of the program.
6. Resident may receive certain sick leave by way of an Extended Illness Bank (EIB), as outlined in the Resident Vacation and Leaves of Absence policy.
7. Resident is entitled to a leave of absence including medical, parental, and caregiver leave as outlined the Resident Vacation and Leaves of Absence policy. Resident will be provided accurate information regarding the impact of an extended leave of absence upon the criteria for satisfactory completion of the Training Program and upon Resident eligibility to participate in examinations by the relevant certifying board(s).
8. Hospital will provide basic health and dental care coverage through a health insurance program as described on the website at <http://www.umcsn.com/GME>. Enrollment in the benefit programs will be available the first of the month following 15 days of employment.



9. Hospital shall provide life and disability insurance as described on the Hospital website at <http://www.umcsn.com/GME>.
10. Residents will be eligible to participate in the Public Employee Retirement System (PERS), pursuant to the terms and conditions of the State of Nevada, as set for in NRS 286 and related guidance..
11. Residents will be covered under Hospital workers compensation program.
12. Pursuant to NRS 41.038, Hospital has adopted a self-insurance program for professional liability. Hospital may, from time to time, also purchase a policy of insurance that is excess to Hospital's self-insurance program for professional liability. Hospital is statutorily authorized to indemnify Resident for compensatory damages that may be rendered against them as a result of acts or omissions within the course and scope of their employment with Hospital as alleged in a lawsuit, action or claim (even should the lawsuit, action or claim arise subsequent to the termination of Resident's employment with Hospital) unless those damages arise from reckless, wanton or malicious conduct on the part of Resident. Hospital is legally prohibited from indemnifying Resident and paying damages on his or her behalf in any of the following circumstances: (a) there is an award of compensatory damages against Resident based on reckless, wanton or malicious conduct; or (b) there is an award of punitive or exemplary damages against Resident; or (c) there is an assessment of attorney's fees and/or costs to be paid to the plaintiff or claimant based upon a damage award as described in the aforementioned sections (a) and (b); or (d) Resident fails to provide a written request for defense; or (e) Resident fails to cooperate in good faith with defending the lawsuit, action or claim. Coverage shall be limited to medical activity engaged within the scope of Residents employment and training duties during the course of Resident's graduate medical education but does not include moonlighting activities. Hospital will not provide tail coverage for any claims arising prior to and/or outside of employment with the Hospital.
13. Hospital and its affiliated educational sites will abide by Institutional ACGME requirements to provide adequate and appropriate Resident working conditions.
14. As outlined in the Resident Promotion Appointment Renewal and Dismissal policy, Resident may be provided with written notice of non-reappointment. A resident who has received a notice of non-reappointment may seek review of the non-reappointment through the Resident Due Process policy, a copy of which has been made available to Resident.

### **III. Additional Terms**

1. As outlined in the Resident Promotion Appointment Renewal and Dismissal policy, Resident may be provided with written notice of non-reappointment, as applicable therein. A resident who has received a notice of non-reappointment may seek review of the non-reappointment through the Resident Due Process policy. A resident in their final year of training expressly understand and agree that the provisions of this paragraph 1 constitute notice to the employee of the non-renewal of appointment with Hospital upon close of business at Hospital on the latest day indicated in this Agreement.



2. Resident agrees and acknowledges that Hospital alone has the right to bill and receive payment from patients and third-party payors, including all government-sponsored programs, for physician services rendered by Resident, and Resident shall not bill any patient or third-party payor for such services. All income or fees for physician services rendered by Resident shall belong to, and be the property of, Hospital. Resident agrees to complete and execute any and all documentation deemed necessary by Hospital to effectuate the assignment of his or her professional billings. This section shall survive termination of this Agreement.
3. Failure to abide by the terms and conditions 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.
4. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve Hospital of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
5. This Agreement shall have no force and effect, and shall in no way bind Hospital, unless and until the same has been approved in accordance with all applicable requirements of the Hospital Board of Hospital Trustees, Governing Board, or any delegated authority in accordance with state law and applicable Clark County ordinance.
6. THIS AGREEMENT MAY BE TERMINATED BY THE HOSPITAL DURING THE CURRENT PERIOD OF APPOINTMENT FOR REASONS OF IMPROPER CONDUCT, MORAL OR ETHICAL REASONS, AND FOR INABILITY TO PERFORM TO DEPARTMENT OR EDUCATIONAL STANDARDS AND OBJECTIVES. PROCEDURES FOR NOTICE, HEARING, AND APPEAL OF TERMINATIONS OR OTHER ACTIONS, OTHER THAN FOR FINANCIAL REASONS, SHALL BE FOLLOWED AS ESTABLISHED BY THE Hospital. (SEE RESIDENT DUE PROCESS POLICY).

[SIGNATURE PAGE TO FOLLOW]



The undersigned accepts the appointment outlined above and agrees to all Hospital rules, regulations, policies, procedures, and directives of Hospital, as well as those of Hospital's affiliated educational sites to which they are assigned. The undersigned also agrees to discharge all the duties of a Resident as determined jointly by the affiliated educational sites and respective Program Director of the Training Program at Hospital.

---

**Signature of Resident Appointee**      **Date**

**Accepted on behalf of the Hospital by:**

---

Mason Van Houweling      **Date**  
CEO, University Medical Center