

RESIDENT HANDBOOK

SECTION II: CONDITIONS OF EMPLOYMENT

AGREEMENT TERMS AND CONDITIONS

INTRODUCTION

A copy of the resident graduate medical education agreement may be found in the Appendices.

Anti-discrimination Statement: The Kirk Kerkorian School of Medicine at UNLV (KSOM) does not discriminate against faculty, residents, students and staff on the basis of race, color, religion, sex, age, creed, national origin, veteran status, physical or mental disability, and in accordance with university policy, sexual orientation, gender identity or gender expression in any program or activity it operates.

The policy for off-cycle residents follows:

- I. Residents who begin their training off cycle
- II. Residents who become off-cycle because of remediation issues

REQUEST FOR AGREEMENT

The Office of Graduate Medical Education along with Human Resources will prepare resident agreements to be issued to residents upon receipt of the following:

- I. A list from the program coordinator of trainees starting the program. The list will include start and end dates, and will be for no more than 12 months in duration.
- II. A completed onboarding file in New Innovations including ERAS materials and supporting documents including visa information if appropriate.

AGREEMENT EXECUTION

The Office of Graduate Medical Education and Human Resources will issue all Graduate Medical Education Agreements. Individual programs do not have the authority to issue Graduate Medical Education Agreements.

The Graduate Medical Education Agreement is the written agreement between Kirk Kerkorian School of Medicine at UNLV and the resident. The copies of the agreement will be signed by the Dean when the resident obtains a valid medical license and, if appropriate, necessary visa paperwork to train in the United States. The following parties must sign all the copies for the agreement to be valid:

- I. Resident
- II. Program Director
- III. Chair
- IV. Dean

The Human Resources Office will keep one original executed copy of the agreement. Copies of the agreement will be given to the department and to the resident.

It is the responsibility of the resident to obtain and maintain medical licensure (allopathic or osteopathic) in the State of Nevada. Should the resident fail to obtain the appropriate licensure as outlined in the Graduate Medical Education Agreement, the Agreement shall become null and void.

The resident must immediately notify the Office of Graduate Medical Education or Human Resources of any notice of license revocation, suspension, or restriction. If at any time within the term of the Agreement the resident ceases to be properly licensed, the agreement shall be terminated. ***Residents without a valid medical license cannot participate in clinical or laboratory activities at any training site and cannot be paid.***

If the resident fails to obtain or loses the appropriate authorization forms, visas, and other permits as outlined in the Graduate Medical Education Agreement and as may be required by the United States Citizenship and Immigration Service, the agreement shall become null and void.

The resident must immediately notify the Office of Graduate Medical Education of any notice of revocation, suspension, or restriction of work authorization or visa status. If at any time within the term of the Agreement the resident ceases to maintain appropriate work authorization or visa status, the Agreement may be terminated.

OFF-CYCLE RESIDENTS

Definition: resident is off cycle if he/she begins the academic year after July 1. There are many reasons for a resident to be off cycle, including but not limited to:

- I. Resident starts the academic year after July 1 of that year because of such issues as delay in processing the medical license, delay in receiving a visa and other issues specifically pertinent to individual residents.
- II. A resident does not complete his/her year of training by June 30 as initially scheduled because of an issuance of a notice of non-promotion. These are usually issued because of performance improvement or remediation and are either academic or behavioral in nature.

Should a resident begin the academic year after July 1, he/she will receive a 12 month graduate medical education agreement beginning on the date of receipt of license and ending 365 days later. Subject to the requirements of paragraph IV (3), this resident will receive 12 month contracts each year while in the training program.

Should a resident begin the academic year on July 1 but receive a notice of non-promotion as requested by his/her program director, then that resident will receive an agreement at the current level of training. If the extended training is successful, the resident will then receive a new 12-month agreement for the next level of training beginning on the date of the completion of the extended training and ending 365 days later. This resident will receive a 12-month agreement each year while in the program. Other causes for extended training will be addressed on a case-by-case basis between the Office of Graduate Medical Education and the involved program director.

Extensions of training are submitted to the GME office for notification before submission to human resources for agreements to be issued at the non-promoted level of training. These extensions may be renewed a maximum of one time. In approving an agreement extension, documentation for the extension must be presented. The agreement extension will indicate that, if remediation is successfully completed, a new 12-month agreement will be issued as per paragraph IV (3). Should the resident not be successful in the remediation process, the agreement with the resident will terminate at the conclusion of the remediation. The institution will follow NSHE Board of Regents Handbook requirements for notification 120 days prior to the issuance of notice of non- reappointment unless the primary cause for non-reappointment occurs within the four months prior to the end of the agreement.

Residents will be allowed to implement the due process policy at any step in the notice of non-reappointment, non-promotion and remediation processes but not the performance improvement step.

RESTRICTIVE COVENANTS

The resident shall not be bound by any non-competition guarantees by virtue of the Graduate Medical Education Agreement.

NRMP AND SPECIALTY MATCHES

- I. The Associate Dean for Graduate Medical Education is the Institutional Contact for all matches.
- II. The Office of Graduate Medical Education will pay all KSOM administrative department-specific match fees, if the applications and documents are submitted through the office.
- III. Program Directors will adhere to all applicable NRMP and specialty rules as published.

Approved by GMEC April 2017