

**AFFIDAVIT and AGREEMENT**  
**Nevada State Health Division**  
**J-1 Physician Visa Waiver Sponsorship and Eligibility Requirements for Employers**

**A. Medical Practice Criteria and Policies**

To be eligible to employ a J-1 Visa Waiver physician, a medical practice must:

1. Be located in a federally designated Health Professional Shortage Area (HPSA) or Medically Underserved Area or Population (MUA/P), and have been operating at least six months before requesting a Waiver Visa physician. However, a limited number of slots are available for sites located in non-designated areas but that serve individuals from HPSAs or MUPs. To see if a site is located in a designated or undesignated area, you may go to: <http://datawarehouse.hrsa.gov/GeoAdvisor/ShortageDesignationAdvisor.aspx>
2. Submit all components of the application packet (Attachment 1).
3. Sign a contract with a J-1 Visa Waiver physician or candidate and ensure that the physician will work 40 hours a week in a federally designated Health Professional Shortage Area (HPSA) or Medically Underserved Area (MUA) during their three year commitment. All medical practice sites, including hospitals, are to be specified in the contract by name and address.

The following components must be included or excluded, as applicable, in the contract:

- a. The contract must specify that the physician will work at the HPSA or MUP site for a minimum of 40 hours per week, of which a minimum of 32 hours (except OB/GYNs) must be in direct patient care; the other eight hours can be used for administrative duties or to follow-up on patients from the employer's practice site(s).
  - b. The contract must specify the number of hours that the physician will work each week and where the physician will work. All medical practice sites, including hospitals, are to be specified by name and address. Please specify the number of hours in the practice site (if applicable), at the hospital, and on-call.
  - c. The contract specifies the wage; the physician must receive a wage that is equal or higher than the U.S. Department of Labor Prevailing wage.
  - d. The contract specifies the benefits that the physician will receive.
  - e. The contract specifies the length of the contract; the minimum is a period of three years. The contract must contain the signature of the physician and employer, in addition to the date that the contract was signed.
  - f. The contract must not contain a non-compete clause.
  - g. The contract must identify the conditions for termination regarding both the physician and employer. No-cause termination is not allowed.
  - h. The contract may contain only reasonable liquated damages (preferably not greater than \$50,000), in the event that the physician terminates the contract before three years.
  - i. The contract must include a statement that the physician agrees to begin work within 90 days after receipt of approval from the United State Immigration and Naturalization Services.
  - j. The contract must include a statement that the physician agrees to meet the requirements set forth in section 214(k) of the Immigration and Nationality Act, 8 USC 1184(k).
4. For new sponsors, agree to review the "Rights and Responsibilities" presentation, within 30 days of the start of employment; this will be conducted by accessing the presentation on the PCO website.
  5. The employer agrees to report additional employment of the physician. Any additional or outside employment in which the J-1 Visa Waiver physician engages must be stipulated in the original contract or added to a new contract which must then be resigned by all parties and resubmitted to the PCO for recommendation for USCIS approval, if applicable. Any employment expectations regarding hours worked vs. hospital rounds and/or on-call requirements must be specified in the contract; the same applies to travel time.

6. The practice site must accept all patients regardless of ability to pay, accept Medicaid and Medicare on assignment, and use a sliding-fee scale based on federal poverty guidelines to discount services to low-income uninsured persons. The medical practice must provide notice to the public that such a policy is in effect and apply these access standards to the entire medical practice, not simply to those patients treated by the J-1 Visa Waiver physician. These requirements should be in place for at least three months immediately preceding the request for waiver. See the following links for federal poverty guidelines.  
<http://aspe.hhs.gov/poverty/08poverty.shtml>.

In addition, the J-1 Visa Waiver participants are encouraged to become providers in the Great Basin HealthNet (<http://www.gbpc.org/accesshealth/index.htm>) and/or the Access to Healthcare Network (<http://www.accesshealthcare.org/>). Both of these non-profit services link consumers to a network of health care providers offering significantly reduced fees for medical care.

7. Agree that the physician will use an individual National Provider Identifier (NPI) from the Centers for Medicare and Medicaid Services on all Medicaid health care claims
8. Agree to be monitored by the NSHD, PCO, on a periodic basis for compliance with this agreement and provide required documentation to the PCO on the forms required by Federal and State Law.
9. The J-1 Visa Waiver physician agrees to report practices within the practice site that do not meet the standards of care as established by the Nevada State Board of Medical Examiners.  
<http://www.medboard.nv.gov/>.

**NRS 41A.009 “Medical malpractice” defined.** “Medical malpractice” means the failure of a physician, hospital or employee of a hospital, in rendering services, to use the reasonable care, skill or knowledge ordinarily used under similar circumstances.

(Added to NRS by 1985, 2006; A 1989, 425)

10. Report semi-annually, in writing, to the PCO on the status of the physician services for the previous six months and where those services were provided.
11. Physicians that work in a non-designated site (flex slots) must provide evidence, when requested by the PCO, that the physician serves patients that reside in one or more geographic areas that are designated as HPSA or MUA/P.
12. Physicians that are granted a Specialist designation must work the number of hours that are specified in the contract, at the location(s) specified in the contract. For example, if the contract indicated that the Nephrologist was to work twenty hours as an Internal Medicine physician at an out-patient clinic, in addition to twenty hours as a Nephrologist at a specific hospital, the PCO will require employers and physicians to comply with their agreement. They should be prepared to show evidence of that arrangement when requested.
13. Notify the PCO, in writing, at least thirty days prior to a transfer from the approved facility to another facility within the medical practice. For a transfer outside the medical practice, the PCO must be notified, in writing, at the earliest opportunity. The NSHD reserves the right to approve or disapprove all transfers.
14. Agrees to immediately report all changes to the work schedule, changes which will be in effect longer than three weeks, to the PCO on the Verification of Status Form (VSF). These changes include, but are not limited to, a temporary assignment to another practice site, a decrease in hours at the practice site, an increase of call-time requirement, an increase in hospital-rounding time, and an increase in emergency room call. The most recent Verification of Status Form that the PCO has on file will be used by the State Health Division to assess whether the physician /employer are compliant with these policies and State law.
15. Notify the NSHD, Primary Care Office, in writing, within thirty days of disciplinary action and/or termination. In the event of any emergency termination due to extreme circumstances affecting the health or safety of clients or other individuals, the NSHD must be notified, in writing by facsimile transmission, no later than twenty-four hours after the emergency termination.

16. Understand that the PCO does not have the authority to mediate between employer and employees participating in the J-1 Visa Waiver program, or to enforce labor standards. Further, the PCO assumes no responsibility for negotiations or content of employment contracts or for termination of the contracts. If the PCO becomes aware of such issues, it will recommend seeking advice from an attorney or contacting the appropriate agency (i.e., Medicaid Fraud and Abuse, Department of Labor, United States Citizenship and Immigration Services, Medical Board of Examiners). The PCO will, however, investigate allegations of wrongdoing and issue a written determination of findings.

**B. Consequences of Default:**

An employer/sponsor is in default if, at any time, he or she does not meet the conditions listed in section A. The NSHD, PCO, will monitor the physician and the medical practice. Violations may result in the physician and/or medical practice being disqualified for referral or sponsorship. Any violations of the conditions of state sponsorship shall be reported to the Waiver Review Division of Immigration and Naturalization Services. An employer found in violation of hour and wage laws, will be reported to the Department of Labor. Violations that could affect patient safety will be reported to the Board of Medical Examiners.

I \_\_\_\_\_, declare under penalty of perjury, that I have read, understand and agree to the foregoing terms. I further understand that failure to comply with the requirements listed in Section A may result in sanctions as described in section B above.

**Employer:**

**Employer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employer Name:** \_\_\_\_\_

All correspondence should be directed to:

Primary Care Office, NV State Health Division  
Attention: Barbara Heywood  
4150 Technology Way, Suite 104  
Carson City, Nevada 89706  
(775) 685-4047 Fax (775) 684-5915  
[bheywood@health.nv.gov](mailto:bheywood@health.nv.gov)

**Public Law 103-416 - October 25, 1994, provides that**

Waiver of the Two Year Home Country Physical Presence Requirement for certain Foreign Medical Graduates

Section 220 of the 1994 Technical Corrections Act created a new section 214 (k) of the Act, setting terms and conditions imposed upon State-based waivers including, among other things that the Foreign Medical Graduate will:

- (k) (1) "Submit to USIA a 'no objection' statement from the government of his or her home country, if he or she is contractually obligated to return to that country;
- (k) (2) Demonstrate an offer of full-time employment at a health care facility located in an HHS-designated shortage area and agree to begin employment within 90 days of receiving the waiver approval;
- (k) (3) Agree to practice medicine for that health care facility for at least 3 years; and
- (k) (4) Agree to practice medicine only in HHS-designated shortage areas during this 3 year period."