

## **J-1 Physician Visa Waiver Program Application Attestation**

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### **Candidates Information:**

Full Name: Candidates full name.

Phone Number: Candidates Phone Number.

Email Address: Candidates Email Address.

Date of Birth: Candidates Place of Birth.

Place of Birth: Candidates Place of Birth.

Country of Citizenship: Candidates Country of Citizenship.

DOS Case Number: Candidates DOS Number.

Residency Discipline: Residency Type.

Residency Timeframe: Start Date to End Date

Location of Residency: Name of School, State.

Fellowship/Specialty: Fellowship Type if applicable or N/A.

Fellowship Timeframe: Start Date to End Date

Location of Fellowship: Name of School, State.

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### **Employers Information:**

Employer's Full Name: Name of Doctor's Employer/Organization.

Employer's Address: Employer Mailing Address.

Employer's Point of Contact Name: Point of Contact at Employer site.

Employer's Email Address: Email Address of Point of Contact.

Employer's Phone Number: Phone Number of Point of Contact.

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### **Official Legal Representative Information:**

Law Firm Name: Name of Doctor's Employer/Organization.

Law Firm Address: Employer Mailing Address.

Point of Contact Name: Point of Contact at Employer site.

Point of Contact Email Address: Email Address of Point of Contact.

Point of Contact Phone Number: Phone Number of Point of Contact.

### **Practice Site Information:**

Practice Site #1: Name of Practice Site 1.

Practice Site #1 Address: Address of Practice Site 1.

Number of Hours Candidate will practice at site per week: Number of hours at site 1.

Select all that apply:

- ☐ In a HPSA HPSA #
 ☐ In a MUA/MUP MUA #
 ☐ Flex Spot
- ☐ Federally Qualified Health Center (FQHC)
 ☐ Tribal Health Center
- ☐ Rural Health Clinic (RHC)
 ☐ Primary Care Clinic for a Rural Health Hospital

**\*For specialists, hospitalists and/or flex locations please fill out the below section of the form that pertains to you.**

**Specialist Information for site #1:**

Current specialist to patient ratio at facility: Current Ratio.

Optimum specialist to patient ratio: Current Ratio.

Current number of specialist vacancies: Current Vacancies.

Approximate distance to nearest provider of the same specialty: Distance travelled.

**Hospitalist Information for site #1:**

Current hospitalist to patient ratio: Current Ratio.

Optimum hospitalist to patient ratio: Current Ratio.

Current number of hospitalist vacancies: Current Vacancies.

Approximate distance to nearest provider of the same specialty: Distance travelled.

**Flex Spot Information for site #1:**

Percentage of population served at or below 200% federal poverty level: % under 200% FPL

Wait times for serving this population: Wait times.

Approximate distance to nearest provider of the same specialty: Distance travelled.

Current physician to patient ratio at facility: Current Ratio.

Optimum physician to patient ratio: Current Ratio.

Please list any barriers to serve this population: Click or tap here to enter text.

**Additional Practice Sites:**

**Practice Site Information:**

Practice Site #2: Name of Practice Site 2.

Practice Site #2 Address: Address of Practice Site 2.

Number of Hours Candidate will practice at site per week: Number of hours at site 2.

Select all that apply:

- ☐ In a HPSA HPSA #
 ☐ In a MUA/MUP MUA #
 ☐ Flex Spot
- ☐ Federally Qualified Health Center (FQHC)
 ☐ Tribal Health Center
- ☐ Rural Health Clinic (RHC)
 ☐ Primary Care Clinic for a Rural Health Hospital

**\*For specialists, hospitalists and/or flex locations please fill out the below section of the form that pertains to you.**

**Specialist Information for site #2:**

Current specialist to patient ratio at facility: Current Ratio.

Optimum specialist to patient ratio: Current Ratio.

Current number of specialist vacancies: Current Vacancies.

Approximate distance to nearest provider of the same specialty: Distance travelled.

**Hospitalist Information for site #2:**

Current hospitalist to patient ratio: Current Ratio.

Optimum hospitalist to patient ratio: Current Ratio.

Current number of hospitalist vacancies: Current Vacancies.

Approximate distance to nearest provider of the same specialty: Distance travelled.

**Flex Spot Information for site #2:**

Percentage of population served at or below 200% federal poverty level: % under 200% FPL

Wait times for serving this population: Wait times.

Approximate distance to nearest provider of the same specialty: Distance travelled.

Current physician to patient ratio at facility: Current Ratio.

Optimum physician to patient ratio: Current Ratio.

Please list any barriers to serve this population: Click or tap here to enter text.

\*If there are more than 2 practice sites, please add all additional practice locations with the above information, at the end of this form.\*

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Employer and Candidate, seek a letter of support from the Physician Visa Waiver Program and requests the Division of Public and Behavioral Health to forward the J-1 Visa Waiver application to the U.S. Department of State as a State Health Agency request, per DS-3035. Employer and Candidate have agreed to comply with the duties set forth in Chapter 439A of the Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) and to cooperate with the Physician Visa Waiver Program.

In signing below, an authorized representative of the Employer and the Candidate declares under penalty of perjury that all statements submitted with this application are true and accurate and this application complies with the requirements of NRS 439A.175 and NAC 439.730 including as follows:

**All practices sites where the Candidate will practice:**

- ☐ Are located in a federally designated Primary Care HPSA, MUA/P or a site approved by the state as a geographic exception or a flex slot (Public Law 108-441) to address the underserved;
- ☐ Accept Medicare, Medicaid assignment and Nevada Checkup;

- ☐ Offer a sliding discount fee schedule and a minimum fee based on family size & income; and
- ☐ Has a policy stating all patients will receive treatment, regardless of their ability to pay which is either posted at the site or provided to the patients.

**The contract between the Employer and the Candidate provides the following:**

- ☐ Candidate agrees to provide services during 3 -year waiver obligation.
- ☐ Candidate will provide services 40 hours per week minimum plus on-call time.
- ☐ The salary meets or exceeds the prevailing wage for that area and for physicians of that specialty as reported by the Foreign Labor Certification Center, Department of Labor, (<http://www.flcdatcenter.com>):
- ☐ The amount of time off for vacation, sick leave and for Continuing Medical Education is included. The employer shall maintain records to show the amount of time-off requested and the amount of time taken.
- ☐ Does not contain a “non-compete” clause that would prohibit the J-1 Visa Waiver physician from opening a new clinic or working in a clinic in that shortage area upon completing the three-year commitment.
- ☐ Conditions for termination of the contract, for both the physician and employer, are included. A “no-cause” termination is not allowed.
- ☐ Any new contracts or amendments during the 3-year obligation will be sent to the PCO for review and approval before signature.
- ☐ Agreement to begin employment at the stated practice site within 90 days of receiving a waiver from the United States Citizenship and Immigration Services (USCIS). During the 90 days, the physician must obtain the required licenses from the Nevada State Board of Medical Examiners, the Drug Enforcement Agency, the State Board of Pharmacy, and any other licenses as may be required for the physician to practice medicine in Nevada; and
- ☐ A statement that the physician agrees to meet the requirements set forth in section 214(I) of the Immigration and Nationality Act.

*Please note in accordance with NRS Chapter 239, all public records, the contents not otherwise declared by law to be confidential, shall be open for inspection or to obtain copies.*

## PHYSICIAN Eligibility Requirements

- A. **Eligibility:** To be eligible for a letter of support by the Nevada Primary Care Office (PCO) within the Division of Public and Behavioral Health (DPBH) a physician **must:**
1. Complete a residency or fellowship training program and intend to practice in Nevada for a minimum of three consecutive years.
  2. Submit all relevant application components
  3. Review and understand all terms included in the employment contract, including expectations for working hours, hospital rounds, and on-call requirements. The PCO has limited authority under NRS 439A.180 to ensure program requirements are met and cannot mediate labor disputes; therefore, the physician must review all contracts carefully before signing. Labor disputes or medical safety issues will be referred to the federal Department of Labor or to the Nevada State Board of Medical Examiners
  4. Agree to notify the PCO of the start date of employment using the New Arrival Form.
  5. Agree to review the Rights and Responsibilities presentation upon start of employment (presentation located online at [Conrad 30 J-1 Visa Waiver Information, Instructions & Forms](#)).
  6. Agree to report additional employment. 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 Primary Care Office (PCO) for recommendation and for USCIS approval, if applicable.
  7. Agree to limit absence from the practice site to a maximum of 180 consecutive days. If the physician is absent from medical practice more than 180 consecutive days, the physician must submit an updated New Arrival Form to the DPBH, PCO.
  8. Agree to treat all clients regardless of ability to pay, accept Medicaid and Medicare patients on assignment, and use a sliding fee scale for low-income, uninsured individuals. The practice site must provide notice to the public, as evidenced by a sign in the waiting area regarding this policy.
  9. Agree to obtain, within sixty days of start date, an individual National Provider Identifier (NPI) from the Centers for Medicare and Medicaid Services, which will be used on all health care claims.
  10. Agree to report practices within the practice site setting 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.
  11. Report semi-annually (April and October), via the Compliance form on the status of the physician services for

the previous six months and where those services were provided.

12. Agree to immediately report all changes to the work schedule, which will be in effect longer than three weeks, to the PCO on the appropriate change of status form [Conrad 30 J-1 Visa Waiver Instruction, Information & Forms \(nv.gov\)](#). 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-rounds time, and an increase in emergency room call. The most recent form on file will be used by the DPBH to assess whether the physician and employer are compliant with these policies and state law.
13. Notify the DPBH, PCO, in writing, thirty days prior to transfer, in the event of physician transfer from the approved facility to another facility within the medical practice or with another provider. The DPBH reserves the right to approve or disapprove the transfer.
14. Notify the DPBH, PCO, 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 DPBH must be notified, no later than twenty-four hours after the emergency termination.

**B. Consequences of Default:**

A physician is in default if, at any time, he or she does not meet the conditions listed in section A. The DPBH, PCO will monitor the physician and the medical practice. A physician found in violation of Nevada Revised Statutes 439A.130 to 439A.185 or Nevada Administrative Code (NAC) 439A.700 to 439A.755 will incur the penalties specified under NAC 439A.750.

## EMPLOYER Eligibility Requirements

A. **Eligibility:** To be eligible to employ a J-1 Visa Waiver physician, a medical practice must comply with these requirements:

1. Located in a federally designated Health Professional Shortage Area (HPSA), a federally designated Medically Underserved Area or Population (MUA/P), or a “flex slot” documenting service to underserved populations, as verified by the state. Determine if locations are designated at the following link: <https://data.hrsa.gov/tools/shortage-area>
2. The site must have been operating at least six months before requesting a physician under the J-1 visa waiver program.
3. Submit all relevant application components
4. Agree to review the Rights and Responsibilities presentation upon the start of employment (presentation located online at [Conrad 30 J-1 Visa Waiver Instruction, Information & Forms](#))
5. Report additional employment of the physician. Any additional or outside employment in which the J1 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 Primary Care Office (PCO) for recommendation for USCIS approval, if applicable.
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 lowincome 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.
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. Report semi-annually (April and October), via the Compliance form on the status of the physician services for the previous six months and where those services were provided.
9. Agree to report practices within the practice site setting 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
10. Agree to immediately report all changes to the work schedule, which will be in effect longer than three

weeks, to the PCO on the appropriate change of status form [Conrad 30 J-1 Visa Waiver Instruction, Information & Forms \(nv.gov\)](#). 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-rounds time, and an increase in emergency room call. The most recent form on file will be used by the DPBH to assess whether the physician and employer are compliant with these policies and state law.

11. 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 PCO reserves the right to approve or disapprove all transfers.
12. Notify the PCO, 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 PCO must be notified no later than twenty-four hours after the emergency termination.
13. 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 is in default if, at any time, he or she does not meet the conditions listed in section A. The DPBH, PCO will monitor the physician and the medical practice. An employer found in violation of Nevada Revised Statutes 439A.130 to 439A.185 or Nevada Administrative Code (NAC) 439A.700 to 439A.755 will incur the penalties specified under NAC 439A.750.

By signing below, I hereby attest that the above requirements have been met and I hereby agree to abide by all the program policies and rules as described in NRS and NAC and as further required under the Rights and Responsibilities located at the Divisions website at: <http://dpbh.nv.gov/Programs/Conrad30/Conrad30-Home/>.

**Candidate/Physician:**

I \_\_\_\_\_, declare under penalty of perjury, that I have read, understand and agree to the foregoing terms of the Nevada Conrad 30 J-1 Visa Waiver Program Application Attestation. I further understand that failure to comply with the requirements listed in Section A may result in sanctions as described in section B above.

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**Candidate Name (first/last)**

**Title**

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**Candidate Signature**

**Date**

**NOTARY PUBLIC**

State of:

County of:

Subscribed and sworn before me on this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_

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Notary Signature

My Commission Expires: \_\_\_\_\_

**Authorized Employer:**

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.

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**Employer Company/Business Name**

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**Employer Representative Name (first/last)**

**Title**

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**Employer Signature**

**Date**

**NOTARY PUBLIC**

State of:

County of:

Subscribed and Sworn before me on this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_

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Notary Signature

My Commission Expires: \_\_\_\_\_