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DEPARTMENT OF
HEALTH AND HUMAN SERVICES
NEVADA DIVISION of PUBLIC
and BEHAVIORAL HEALTH



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RE: Las Vegas Pediatric Critical Care Associates – Primary Care Office Employer Responsibilities

To Whom it May Concern,

It has come to our attention that Las Vegas Pediatric Critical Care Associates has been having J-1 physicians sign a secondary contract at the time of their employment, that covers after the 3-year Conrad 30 term. The Primary Care Office would like to remind you that when submitting a J-1 application, the employer signs an affidavit that states you agree to review the Rights and Responsibilities presentation on our website.

The Employer responsibilities PowerPoint states that:

The employer or sponsor of a J-1 participant is responsible for upholding all other terms of the contract. Any re-negotiations must meet all of Nevada's Conrad 30 J-1 Visa Waiver found on the Conrad 30 J-1 Visa Waiver Application Instructions. Any subsequent contract offered during the obligation period must be approved by the Nevada PCO. Your ability to employ a waiver physician in the future could be put in jeopardy if waiver requirements are not met.

This notice serves as a reminder that contracts for J-1 visa physicians cannot contain non-compete clauses, per **NRS 439A.175**:

1. An employer or J-1 visa physician who seeks a letter of support must:

(b) Must not include:

- (1) A noncompete clause or restrictive covenant that prevents or discourages the J-1 visa physician from continuing to practice after the term of the contract expires; or
- (2) Any provision authorizing termination without cause.

The Primary Care Office (PCO) has not substantiated a violation on the part of Las Vegas Pediatric Critical Care Associates, as the contract at issue was not submitted as part of the J-1 visa application. However, the PCO notes that it is a central goal of this Program to increase access to care by increasing the amount of health care providers in our state. Non-compete clauses actively work against this goal, causing physicians to leave the area they are providing care to, or the state altogether. The intent of prohibiting non-compete clauses is to allow Nevada to more easily recruit and retain providers, bettering Nevadans access to care overall.

Practitioners which demonstrate restrictive hiring practices may still be denied future J-1 applications, as such practices are not in the public interest of the Program, per NRS 439A.175.

Sincerely,

Tarryn Emmerich-Choi

Tarryn Emmerich-Choi, Primary Care Office Program Manager