

The Delta Regional Authority J-1 Visa Waiver Program

Affidavit and Agreement

I, _____, being duly sworn, hereby request the Delta Regional Authority to review my application for the purpose of recommending a waiver of the foreign residency requirement set forth in my J-1 Visa, pursuant to the terms and conditions as follows:

1. I understand and acknowledge that the review of this request is discretionary and that in the event a decision is made not to grant my request, I hold harmless the Delta Regional Authority (DRA), the Federal Co-Chairman, any and all DRA employees, agents and assigns from any action or lack of action made in connection to this request.
2. I further understand and acknowledge that the entire basis for the consideration of my request is the DRA's desire to improve the availability of primary and specialty medical care in regions designated by the Secretary of Health and Human Services as Health Professions Shortage Areas (HPSA) or Medically Underserved Area (MUA) or Medically Underserved Population (MUP) within areas covered by the Delta Regional Authority. Furthermore, the sponsorship of any waiver by the Delta Regional Authority is strictly voluntarily.
3. I understand and agree that in consideration for a waiver, which eventually may or may not be granted, I shall render primary or specialty medical care services to patients, including the indigent, for a minimum of forty (40) hours per week within a designated HPSA, MUA, MHPSA, or MUP located in the DRA jurisdiction. Unless there are extenuating circumstances which the DRA approves, such service shall commence not later than 90 days after I receive approval by USCIS of my waiver request and shall continue for a minimum of three years or longer in accordance with the employment contract.
4. I agree to incorporate all the terms of this "J-1 Visa Waiver Affidavit and Agreement" into any and all employment agreements I enter pursuant to paragraph 3 and to include in each such agreement the DRA liquidated damages clause, which is attached hereto, payable to the employer. (A copy of all employment agreements are attached to this request) This damages clause shall be activated by my termination of employment, initiated by my employer for cause or by me for any reason, only if my termination occurs before fulfilling the minimum three year service requirement. In the event of a transfer under the DRA liquidated damages clause a transfer notification form must be obtained by DRA. This form must be filled out and returned to DRA with a copy to the State Contact.

5. I further agree that any employment agreement I enter pursuant to paragraph 3 shall not contain any provision, which modifies or amends any of the terms of this “J-1 Visa Waiver Affidavit and Agreement”.
6. I understand and agree that I will provide health services to individuals without discriminating against them because: (a) they are unable to pay for those services or (b) payment for those health services will be made under Medicare or Medicaid.
7. I have read, signed, and fully understand the “DRA J-1 Visa Waiver Program Guidelines”, a copy of which is attached to this request.
8. I expressly understand this waiver of my foreign residence requirement must ultimately be approved by the USCIS, and I agree to provide placement notification of the specific location and nature of my practice to the DRA when I commence rendering services in the DRA jurisdiction.
9. I declare and certify, under penalty of the provisions of 18 U.S.C. 1101, that I do not have pending nor am I submitting during the pendency of this request, another request to any United States Government department or agency or any State Department of Public Health, or equivalent, other than the Delta Regional Authority to act on my behalf in any matter relating to a waiver of my two-year home-country physical presence requirement.
10. I understand and acknowledge that if I willfully fail to comply with the terms of this “J-1 Visa Waiver Affidavit and Agreement”, the Office of the Federal Co-Chairman of the Delta Regional Authority will notify the USCIS that I am out of compliance. Additionally, any and all other measures available to the Office of the Federal Co-Chairman of the Delta Regional Authority will be taken in the event of my non-compliance.

LIQUIDATED DAMAGES CLAUSE

Any breach or non-fulfillment of conditions will be considered a substantial breach of this agreement by you. If there is such a breach (NAME OF EMPLOYER) may, at its option, terminate this agreement immediately. In addition, it is agreed that (NAME OF EMPLOYER) will be substantially damaged by your failure to remain at (NAME OF EMPLOYER) in the practice of medicine for a minimum of three years and that, considering that precise damages are difficult to calculate, you will agree to pay (NAME OF EMPLOYER) the sum of \$250,000.00 if you fail to fulfill any portion of your minimum three-year contract. Should you perform any portion of the employment contract, you agree to pay a pro rata share based upon the number of months you failed to fulfill (i.e. \$6,945.00 per month). In addition to liquidated damages, (NAME OF EMPLOYER) will recover from you any other consequential damages, and reasonable attorney fees costs and expenses, due to the failure to provide services to (NAME OF EMPLOYER) for a minimum of three years, EXCEPT THAT, the full-time practice of medicine at another licensed medical facility, in Health Professional Shortage area (as defined by the United States Public Health Service) with the Delta Regional Authority (as defined by DRA) shall be considered the same a fulltime practice of medicine at (NAME OF EMPLOYER) for purpose of this paragraph. In the event of a dispute under this paragraph, either party may submit this matter to binding arbitration.

The parties agree in consideration of compliance with the forgoing, to indemnify and hold harmless the Delta Regional Authority and / or any person, firm or corporation now or hereafter acting as agent for the DRA in any capacity, and any successors in any such capacities and successors and assigns of DRA, from and against any loss, claim, damage and expense in connection with, or arising out of, compliance with the waiver application set forth herein or any other litigation.

Re: Additional Liquidated Damages Clauses

Any other clause mandating consequential or liquidated damages being paid to the employer must be separate for the DRA clause. DRA takes no position with respect to the inclusion of such an additional contractual agreement.

I declare under the penalties of perjury that the foregoing is true and correct.

Physician's Signature: _____

Physician's Name: _____

Subscribed and sworn before me this ____ day of _____, 20__.

_____ (Notary Public)