

RESIDENT AGREEMENT

- This Agreement, dated the 1st day of July 2021, by and between Ochsner Clinic Foundation (the "Foundation") and <<FirstName>> <<LastName>>, <<Credentials>> (the "Resident"), sets forth the terms and conditions of the Resident's appointment by the Foundation.

In consideration of the mutual promises contained herein and intending to be legally bound, the Foundation and the Resident each agree as follows:

1. Terms of Appointment

1.1 Commencement Date. Subject to the conditions set forth in Section 1.4 of this Agreement, commencing on <<StartDate>> the Resident shall be appointed as a trainee at the post graduate level <<PGY>> in the Foundation's graduate medical education resident training program in <<Program>>.

- 1.2 Term. This Agreement shall be effective for a maximum period of twelve (12) months, expiring on <<EndDate>>. Although the parties anticipate that the Resident's appointment pursuant to this Agreement will continue for the full twelve (12) month term, this Agreement may be terminated prior to the expiration of its term on the grounds set forth in this Agreement.

1.3 Conditions Precedent. As a condition precedent to appointment, the Resident must provide appropriate credentialing documentation to the Foundation prior to the Commencement Date either through the Electronic Residency Application System ("ERAS") or through the traditional application process as defined in the Ochsner Residency Application. This Agreement may be declared a nullity by the Foundation and shall not become effective if the Resident fails to provide the Foundation with all of the following credentialing documentation required for certification of eligibility on or before the commencement date as set forth in Section 1.1 of the agreement.

- 1.3.1 A completed residency application.
- 1.3.2 An original or certified copy of the Resident's medical school diploma.
- 1.3.3 An official medical school transcript(s) impressed with original medical school seal(s).
- 1.3.4 A Dean's letter from the medical school from which the Resident graduated.
- 1.3.5 A minimum of three (3) additional letters of reference. Such letters of reference must be written in English or comply with Section 1.3.10 of this Agreement.
- 1.3.6 Proof of legal employment status (i.e., birth certificate, passport, naturalization papers, valid visa, etc).
- 1.3.7 If the Resident is an international medical school graduate, an original, current, and valid Educational Commission for Foreign Medical Graduates ("ECFMG") Certificate.
- 1.3.8 Such other and further information that the Foundation may request in connection with the Resident's credentials.
- 1.3.9 A license to practice medicine or a temporary or limited license that otherwise complies with the applicable provisions of the laws pertaining to licensure of the state of Louisiana.
- 1.3.10 Any document or letter not written in English must be accompanied by an acceptable original English translation performed by a qualified translator. Each translation must be accompanied by an affidavit of accuracy acceptable to the Foundation.

1.4 After all other conditions precedent have been satisfied and the Resident has been extended a conditional offer of appointment, the Resident must submit evidence that s/he has submitted to a pre-appointment physical examination and received the required immunizations prior to the Commencement Date in full compliance with the Foundation's requirements for physical assessment and health screening located in the *GME Institutional Guidelines for Residents* and all applicable federal, state, and local laws and regulations. Further, such evidence must demonstrate on the basis of this overall health status assessment, that it has been determined that the Resident is in sufficient physical and mental condition (as determined by a medical history, medical records, and medical examination) to perform the essential functions of appointment with or without reasonable accommodations.

2. Resident Responsibilities. In providing services and in participating in the activities of the Program, the Resident agrees to do the following:

2.1 Adhere to the policies, practices, rules, bylaws, and the regulations (collectively the "Policies") of the Foundation, Graduate Medical Education Program (the "Program"), and Ochsner Foundation Hospital Medical Staff. Likewise, the Resident shall adhere to the corresponding Policies of all the facilities to which s/he rotates, including without limitation,

those on Emergency Operations and Response, Occupational Safety, Universal Precautions, Patient Safety, Infection Control, Information Security, and HIPAA compliance and secure methods/mechanisms for confidential communication.

2.2 Adhere to all applicable state, federal, and local laws, as well as the standards required to maintain accreditation by CMS Conditions of Participation, The Joint Commission ("TJC"), the Accreditation Council for Graduate Medical Education ("ACGME"), the Residency Review Committee ("RRC"), and any other relevant accrediting, certifying, or licensing organizations.

2.3 Participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program Director as necessary for the completion of applicable graduation and board eligibility requirements. Attend all required educational conferences, assume responsibility for teaching and supervising other residents and students, and participate in assigned Foundation and Medical Staff committee activities.

2.4 Fulfill the educational requirements of the Program.

2.5 Use his/her best efforts to provide safe, effective, and compassionate patient care and present at all times a courteous and respectful attitude toward all patients, colleagues, employees and visitors at the Foundation and other facilities and rotation sites to which the Resident is assigned.

2.6 Provide clinical services:

- 2.6.1 Commensurate with his/her level of advancement and responsibilities;
- 2.6.2 Under appropriate supervision;
- 2.6.3 At sites specifically approved by the Program; and
- 2.6.4 Under circumstances and at locations covered by the Foundation's professional liability insurance maintained for the Resident in accordance with Paragraph 5.3 below.

2.7 Develop and follow a personal program of self-study and professional growth under guidance of the Program's teaching faculty.

2.8 Acquire an understanding of ethical, socioeconomic, and medical/legal issues that affect the practice of medicine and Graduate Medical Education ("GME") training.

2.9 Fully cooperate with the Program and Foundation in coordinating and completing RRC and ACGME accreditation submissions and activities, including the legible and timely completion of patient medical/dental records, charts, reports, clinical experience and educational hour logging, statistical operative and procedure logs, Faculty and Program evaluations, and/or other documentation required by the RRC, ACGME, Foundation, Department, and/or Program.

2.10 Apply cost-containment measures in the provision of patient care consistent with the policies of the Foundation, Department, and/or Program.

2.11 Subsequent to the Commencement Date, submit to periodic (post-appointment) health examinations and supplementary tests, which may include tests for drug use and/or alcohol abuse, as are deemed necessary by the Program Director or a representative of the Foundation to ensure that the Resident is physically, mentally, and emotionally capable of performing essential duties and/or are otherwise necessary to the operation of the Foundation. Ochsner Clinic Foundation is committed to providing a drug-free work environment, positive test results for any illicit drug or non-prescribed substances will constitute termination of training status. Further, the Resident agrees to continue to meet the Foundation's and the state's standards for immunizations in the same manner as all Foundation personnel. The results of all examinations shall be provided to the Foundation's Employee Health Office. The same requirements concerning the Resident's health status that applied at the time of the Resident's initial appointment shall apply thereafter and shall constitute a continuing condition of this Agreement and the Residents appointment to the Staff unless the Foundation changes these requirements subsequent to the Commencement Date hereof through written notice to the Resident of such change.

2.12 Acquire and maintain advanced cardiac life support certification(s).

2.13 Return, at the time of the expiration or in the event of termination of the Agreement, all Foundation property, including but not limited to books, equipment, pager, uniforms; complete all necessary records; and settle all professional and financial obligations to the Foundation.

2.14 Cooperate fully with all Foundation and Program surveys, reviews, and quality assurance and credentialing activities.

2.15 Report immediately (a) to the Foundation's Office of Risk Management any inquiry by any private or government attorney or investigator or (b) to the Public Affairs Officer any inquiry by any member of the press. The Resident agrees not to communicate with any inquiring private attorney or private investigator or any members of the press except to refer such attorneys and investigators to the Office of Risk Management and to refer the press to the Public Affairs Officer.

2.16 Cooperate fully with Foundation administration, including but not limited to the Departments of Nursing, Professional Services, Financial Services, Social Services, in connection with the evaluation of appropriate discharge and post-Foundation care for Foundation patients.

2.17 Adhere to the Foundation's legal compliance program and Ochsner Clinic's "Code of Conduct."

2.18 Cooperate fully with the Foundation's institutional policies prohibiting discrimination and sexual harassment; *HR Policy # OHS.HR.503*.

2.19 Present at all times a proper and professional appearance.

2.20 Permit the Foundation to obtain from and provide to all proper parties any and all information as required or authorized by law or by any accreditation body, and the Resident covenants not to hold the Foundation its officers, directors, employees or agents liable for such disclosure. This covenant shall survive termination or expiration of this Agreement.

Failure to comply with any of the provisions of this Paragraph 2 governing "Resident Responsibilities" shall constitute grounds for disciplinary action, including the Resident's suspension or termination from the program at the Foundation's sole discretion.

3.0 Institutional Responsibilities. The Foundation has the following obligations:

3.1 To provide a stipend and benefits to the Resident as outlined in Paragraph 5 below.

3.2 To use its best efforts, within available resources, to provide an educational training program that meets the ACGME's accreditation standards.

3.3 To use its best efforts, within available resources, to provide the Resident with adequate and appropriate support staff and facilities in accordance with federal, state, local, and ACGME requirements.

3.4 To orient the Resident to the facilities, philosophies, rules, regulations, and policies of the Foundation and the Institutional and Program Requirements of the ACGME and the RRC.

3.5 To provide the Resident with appropriate and adequate faculty and Medical Staff supervision for all educational and clinical activities.

3.6 To maintain an environment conducive to the health and well being of the Resident.

3.7 To provide the following services: adequate and appropriate food and sleeping quarters to Residents on in-house, overnight call duty in the training sites; patient and information support services; appropriate security measures at the Foundation's sites; parking; scrubs, and lab coats.

3.8 To evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of the Resident on a regular and periodic basis. The Program Director shall present to and discuss with the Resident a written summary of the evaluations at least once during each six-month period of training and/or more frequently if required by the RRC and/or the Program Director.

3.9 Provide a fair and consistent method for review of the Resident's concerns and/or grievances, without the fear of reprisal.

3.10 Upon satisfactory completion of the Program and satisfaction of the Program's requirements and the Resident's responsibilities contained herein, furnish to the Resident a Certificate of Completion of the Program.

3.11 Provide commitment to equal employment opportunity (EEO) for all without regard to race, color, religion, gender, age, national origin, presence of disability, citizenship or sexual orientation, *HR Policy # OHS.HR.601*.

4.0 Clinical Experience and Educational Work Hours.

4.1 The Resident shall perform his/her duties under this Agreement during such hours as the Program Director may direct in accordance with the " Clinical Experience and Educational Work Hours Policy", *Policy GME#8242-030*. Work hours, although subject to modification and variation depending upon the clinical area to which the Resident is assigned and/or exigent circumstances, shall be in accordance with state, federal, and ACGME requirements. The written clinical experience and educational work hour requirements for each specialty shall be available to the Residents training in that specialty.

4.2 Call Schedules. The call schedules and schedule of assignments have been made available to and reviewed by the Resident. Changes to these schedules will be available in the Program Director's office.

4.3 If a scheduled duty assignment is inconsistent with this Agreement or the Clinical Experience and Educational Work Hour Policy, the Resident shall bring that inconsistency first to the attention of the Program Director for reconciliation or cure. If the Program Director does not reconcile or cure the inconsistency, it shall be the obligation of the Resident to notify the Designated Institutional Official (DIO) who shall take the necessary steps to reconcile or cure the raised inconsistency.

4.4 Residents will not be required to engage in moonlighting.

4.4.1 Outside Ochsner Housestaff moonlighting and/or Supplemental Training activities are expressly prohibited, however GMEC approved internal moonlighting and/or supplemental training opportunities can be granted with a written statement of permission from the program director as is consistent with GME guidelines, *Moonlighting Policy #GME-8242-011 or Supplemental Training Policy #GME-8242-034*. All moonlighting and/or supplemental training privileges require annual approval by the Program Director and the Graduate Medical Education Office.

4.4.2 Performance will be monitored for the effect of these activities and adverse effects may lead to withdrawal of permission. The assignment must not impinge upon the performance or education obligations of the resident.

4.4.3 Liability coverage does not extend to non-approved outside Ochsner moonlighting and/or supplementatal training activities, and participation in these activities could result in termination of the resident's training.

5.0 Financial Support and Benefits. The Foundation shall provide the Resident with adequate financial support and benefits in the following areas as described in the *GME Institutional Guidelines for Residents*.

- 5.1 Stipend: \$ <<Compensation>> per annum payable bi-weekly. This shall be the Resident's sole source of compensation. The Resident shall not accept from any other source a fee of any kind for services to patients except as defined in Paragraph 4.4.

5.2 Vacation, Personal, and Medical Leaves of Absence. The Foundation's policies regarding vacation, personal, and medical leaves of absence shall comply with applicable laws, including but not limited to the Family Medical Leave Act. *Vacation Policy, GME#8242-005, Family Medical Leave Policy, GME8242-004*.

5.2.1 Leaves of Absence. The Resident expressly acknowledges that additional training after a leave of absence may be needed for successful completion of Program Requirements and/or for Board certification requirements. The amount of sick leave, leave of absence, or disability time that will necessitate prolongation of the training time for the Resident shall be determined by the Program Director and the requirements of the pertinent RRC and/or certifying Board.

5.2.2 Medical Board Requirements. It is the responsibility of the department, program, and residents/fellows to be in compliance with the Program Requirements concerning the effect of leaves of absence on satisfying the criteria for completion of the training program, and guaranteeing eligibility for certification by the relevant certifying Board. Prior to granting leave, specific Board requirements should be reviewed by the program director and resident /fellow to assure that the resident or fellow is familiar with the possibility of having to make up time extending training. If extended leave results in the requirement for additional training in order to satisfy Medical Board requirements, financial support for the additional training time must be determined and arrangements made for the leave and the makeup activity. All extended training time must be reviewed and approved by the GMEC.

5.3 Professional Liability Insurance. The Foundation shall provide the Resident with professional liability insurance coverage while the Resident is acting within the scope of his/her assigned Program activities, consistent with the coverage provided to other medical professional practitioners, the details of which are located in the *GME Institutional Guidelines for Residents*. In connection with the professional liability coverage provided by the Foundation:

- 5.3.1 The Resident agrees to cooperate fully in any investigations, discovery, and defense that arises. The Resident's failure to cooperate may result in personal liability due to lack of professional liability insurance coverage.
- 5.3.2 If the Resident receives, or anyone with whom the Resident works or resides receives on his/her behalf, any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or the Resident's activities at the Foundation, the Resident agrees to immediately report this receipt to the Foundation's Office of Risk Management and submit the document received to that office.
- 5.3.3 The Resident agrees to cooperate fully with Foundation Administration, the Foundation's Office of Risk Management, all attorneys retained by that office, and all investigators, committees, and departments of the Foundation particularly in connection with the following: (a) evaluation of patient care; (b) review of an incident or claim, and/or (c) preparation for litigation, whether or not the Resident is a named party to that litigation.

5.4 Other Additional Benefits. Additional covered benefits include medical insurance, disability insurance, life insurance, dental and vision insurance.

- 5.4.1 Health, Dental and Vision Benefits. There are medical, dental and vision benefit programs available for residents and their families. It is the Resident's obligation to select and enroll in the benefit program(s) s/he desires. Coverage begins on the first recognized day of training.
- 5.4.2 Long Term Disability Insurance. Long-term disability insurance is also offered as income protection for illnesses and injury of prolonged duration.
- 5.4.3 Life Insurance. The Resident is covered with life insurance in the amount of \$40,000.
- 5.4.4 Workers' Compensation. The Resident is covered for workers' compensation.
- 5.4.5 Confidential Support Services. The Foundation shall facilitate the Residents access to appropriate and confidential counseling, medical and psychological support services.
- 5.4.6 Physician Impairment and Substance Abuse Education. The Foundation agrees to provide the Resident with an educational program regarding physician impairment, including substance abuse, and shall inform the resident, via written policies, of the Foundation's policies for handling physician impairment, including impairment related to substance abuse.

5.5 Discontinuation of Benefits. The Foundation reserves the right to modify or discontinue the plan of benefits set forth at any time.

6.0 Reappointment. The duration of this Agreement is for a period of twelve (12) months. Reappointment and/or progression in training is in the discretion of the Program Director with approval of the Designated Institutional Official and is expressly contingent upon several factors, including but not limited to, the following: satisfactory completion of all training components as specified by the respective Residency Review Committees, the availability of a position, satisfactory performance evaluations, full compliance with the terms of this Agreement. The continuation of the Foundation and Program's accreditation by the ACGME, the Foundation's financial ability, and furtherance of the Foundation's objectives.

6.1 Neither this Agreement nor the Residents appointment hereunder constitute an obligation to renew or extend the Resident's appointment by the Foundation or a benefit, promise, or other commitment that the Resident will be appointed as a trainee in the Program for a period beyond the termination date of this Agreement.

6.2 Notice of Non-Reappointment. In the event the Program Director elects not to reappoint the Resident to the Program and this Agreement is not renewed, the Foundation shall attempt to provide the Resident with a minimum of 120 days' (4 months) advance written notice of its determination on non-reappointment; the Foundation is under no obligation, nor may it be held liable for breach of this Agreement if it fails to provide such advance notice.

6.3 Non-Reappointment Based on Institutional Factors. When non-reappointment is based on reasons other than the Resident's performance or his or her compliance with the terms of this Agreement, such non-reappointment when made by the GMEC shall be final and not subject to further appeal or review and shall not be grievable under the Foundation's grievance procedure.

6.4 Non-Reappointment Based on Resident Factors. When non-reappointment is based on the Resident's unsatisfactory performance or noncompliance with the terms of this Agreement, the Foundation's remediation policies shall be invoked prior to any such determination being "final."

- 6.4.1. Definition of Remediation. Remediation is an initial course of action to correct deficiencies pertaining to the Resident's actions, conduct, or performance, which if left uncorrected may lead to non-reappointment or disciplinary action, but which are not yet serious enough to form an independent basis for corrective action, termination, or summary suspension.
- 6.4.2 In the event the Residents performance, at any time, is judged by the Program Director to be unsatisfactory or non-compliant with the terms of this Agreement the Program Director shall notify the Resident in writing of the nature of the unsatisfactory or non-compliant conduct or performance and engage in the remediation steps and applicable due process provisions outlined in *GME Policy #GME-8242-012*, Grievance Procedure.
- 6.4.3 At the end of any remediation period, Resident shall be counseled and receive written notification of either full reinstatement, extended probationary period, immediate termination from or non-renewal of Resident's appointment to the Training Program. Resident shall also receive written notification and verification of academic credit, if any, to be given by Program Director to Resident as of such point in time and whether Program Director will recommend Resident for medical specialty board certification.
- 6.4.4 Failure of any rotation during the 1st postgraduate year of training may result in automatic non-renewal of contract.
- 6.4.5 A final non-reappointment decision made by the GMEC in accordance with *Policy # GME-8242-012* is not subject to further appeal or review and is not grievable pursuant to the Foundation's grievance policy.

6.5 Foundation or Program Closure. *GME Policy #8242-018*, in the event that the Foundation and/or Program is closed or discontinued, all Residents shall be entitled to the following:

- 6.5.1 Notification of a projected closing date as soon as practicable after the decision to close;
- 6.5.2 Reasonable assistance in finding appointment to another accredited residency program;
- 6.5.3 Fiscal resources permitting, payment of stipend and benefits up until the conclusion of the term of this Agreement;
- 6.5.4 Proper care, custody and disposition of residency education records, and appropriate notification to licensure and specialty boards;
- 6.5.5 In the event the Foundation or Program closure constitutes a "plant closing" or "mass layoff," the Foundation shall comply with the Worker Adjustment and Retraining Notification Act, if required by law.

7.0 Grievance Procedures. The Resident is encouraged to seek resolution of grievances relating to his/ her appointment or responsibilities, including any differences between the Resident and the Program with respect to the interpretation of, application of, or compliance with the provisions of this Agreement, according to the following procedure:

7.1 The Resident is urged to first discuss any grievance with the Program Director. Issues can best be resolved at this stage and every effort should be made to achieve a mutually agreeable solution.

7.2 If the grievance is not resolved to the satisfaction of the Resident after discussion with the Program Director, the Resident has the option to present the grievance in writing to the Designated Institutional Official. In situations where the grievance relates to either the Department Chair or Program Director and the Resident believes that a fair resolution cannot be attained by presenting the grievance to either of those individuals, the Resident may present the grievance in writing directly to the Designated Institutional Official. In the event that the Program Director is also Departmental Chairman and the DIO, the resident may present the grievance in writing directly to the Senior Vice-President and Chief Academic Officer.

7.3 Upon the failure to satisfactorily resolve the grievance with the Designated Institutional Official or the Chief Academic Officer, the Resident may avail him/herself of the Foundation's formal policy for the review and redress of Resident grievances.

8.0 Corrective Action, Termination and Suspension. During the term of this Agreement, the Resident's appointment is expressly conditioned upon satisfactory performance of all Program elements by the Resident. If the actions, conduct, or performance, professional or otherwise, of the Resident are deemed by the GMEC to be inconsistent with the terms of this Agreement, the Foundation's standards of patient care, patient welfare, or the objectives of the Foundation, or if such actions, conduct, or performance reflects adversely on the Program or Foundation or disrupts operations at the Program or Foundation, corrective action may be taken by the Foundation in accordance with its corrective action procedures.

8.1 All appropriate requests for corrective action shall be processed pursuant to the Foundation's corrective action procedures for the Resident and submitted to a review committee appointed by the GMEC ("Committee"). The Committee may take any of the following actions with respect to a request for corrective action: reject or modify the request; issue a warning or reprimand; impose terms of probation or a requirement for additional training, consultation or treatment; institute or continue, modify or terminate an already imposed summary suspension of the Resident's appointment; terminate, limit, or suspend the Resident's appointment; or take any other action that is deemed by the Committee to be appropriate under the circumstances.

8.2 All decisions of the Graduate Medical Education Committee shall be conclusive and final.

8.3 Summary Suspension. The Chief Academic Officer and/or the Designated Institutional Official shall have the authority to summarily suspend, without prior notice, all or any portion of the Resident's appointment and/or privileges granted by the Foundation, whenever it is in good faith determined that the continued appointment of the Resident places the safety or health of Foundation patients or personnel in jeopardy or to prevent imminent or further disruption of Foundation operations.

8.4 Automatic Termination. Notwithstanding any provision to the contrary, the Resident's appointment shall be terminated automatically and immediately upon the suspension, termination, or final rejection of the Resident's application for his/her professional license. In the event of such a suspension, termination, or final rejection, the Resident is obligated to report that fact to the Program Director and the GME department immediately. Upon obtaining the necessary licensure, the Resident may reapply for re-instatement.

8.5 In the event this Agreement is terminated by the Foundation due to Resident Factors, the Resident shall only be entitled to the due process rights and procedures accorded to the Resident as set forth in GME-8242-012. The Resident acknowledges that under no circumstances shall he/she be entitled to the due process and hearing and appellate rights granted to physician members of the Medical Staff as described in the Foundation's Medical Staff Bylaws.

8.6 The Resident may terminate his/her appointment at any time. Such termination shall be effective 120 days (4 months) after written notice to and discussion with the Program Director, unless the Foundation waives such notice or discussion.

8.7 If the Resident's appointment is terminated, the Program Director shall recommend to the Foundation whether or not to extend credit to the Resident for participation in the Program; the Program Director is not obliged to recommend that such credit be extended and the Foundation is not obliged to extend any such credit.

8.8 Upon such termination of appointment, the Resident shall

8.8.1 Receive his/her stipend and benefits up to the effective date of such termination, minus any monies owed to the Foundation.

8.8.2 Return to the Foundation all property owned by it on or before the close of business on the effective date of the termination of the Resident's appointment and this Agreement.

9.0 Reporting Obligations. The Foundation will comply with the obligations imposed by state and federal law and regulations to report instances in which the Resident is not re-appointed or is terminated for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct, or impairment of patient safety or welfare. Consistent with Foundation policy and applicable state and federal law, there may be permissible instances in which the Resident may voluntarily withdraw from the Program in lieu of being subject to a reportable event.

10.0 Miscellaneous.

10.1 COBRA. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), the Resident agrees to make available for a period of four (4) years following completion of the term of this Agreement, upon request of the Secretary of Health and Human Services of the United States or of the United States Comptroller General or any of their authorized agents, all books, documents and records necessary to certify the nature and extent of the cost of the services rendered pursuant to this Agreement as required by federal statute or duly promulgated regulations.

10.2 Taxes. The Foundation shall make appropriate deductions from the Resident's stipend payments, including FICA (Social Security) and applicable federal and state withholding taxes.

10.3 Entire Agreement. This Agreement, including the attachments and amendments thereto, contains the entire agreement and understanding between the parties and supersedes all prior agreements relating to the subject matter hereof, and may be modified only by a written instrument duly authorized and executed by both parties or as provided herein.

10.4 Notices. Any notices related to this Agreement shall be deemed proper if given in writing and hand delivered, sent via a reliable express or overnight delivery carrier, such as Federal Express, or mailed, registered or certified mail return receipt requested, with all postage or other charges prepaid and addressed to the Foundation and the Resident at the following addresses:

Ochsner Clinic Foundation
Graduate Medical Education
1401-A Jefferson Highway
New Orleans LA 70121
Attention: Rajiv Gala, MD and/or Donna Guidroz, C-TAGME

10.5 The State of Louisiana laws shall govern this Agreement, excluding conflict of laws.

10.6 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.

10.7 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, that unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and shall be enforceable in accordance with its terms.

10.8 Assignment. The obligations set forth under this Agreement are personal to the Resident and may not be assigned by the Resident.

10.9 Restrictive Covenants, Neither Ochsner Clinic Foundation nor its training programs may require residents to sign a non-competition guarantee. *Policy #GME8242-022*

Signatures:

<<FirstName>><<LastName>>

<<s:sig1_____>>

Resident

<<ProgramDirector>>

<<s:sig2_____>>

<<Program>>
Program Director

Rajiv Gala, MD

<<s:sig3_____>>

Designated Institutional Official
Graduate Medical Education