

SAMPLE CONSULTANT AGREEMENT

**AGREEMENT
BETWEEN
THE UNIVERISTY OF MISSISSIPPI MEDICAL CENTER
AND
Bobbie Mae Weber, MBA, RD, CSR, LD**

This Agreement (“Agreement”) is entered into by the University of Mississippi Medical Center (“UMMC”) and **Bobbie Mae Weber, 555 E Maine St, Jackson, MS 39216.**

In consideration of the mutual promises and agreements contained herein, the undersigned parties, intending to be legally bound, hereby agree as follows:

1. STATEMENT OF WORK:

Contractor agrees to provide UMMC the following services: **Presentation and/or instruction at the continuing education program entitled Diabetes Update.**

2. PERIOD OF PERFORMANCE:

The Contractor shall begin performance on **May 12, 2012** or on the date this contract is executed by both parties and continues until **May 12, 2012** or until this contract is terminated by agreement of the parties or by the notice as described in Paragraph 11.

3. CONSIDERATION:

UMMC agrees to pay **\$1000** for the services rendered under this agreement, which includes travel. Payment under this agreement shall not exceed **\$1000.**

4. PAYMENT

Payment is due within forty-five (45) days of receipts of submission of invoice detailing Consultant’s activities. The invoice should be sent to:

UMMC
Attn: Sam Smith, Comptroller’s Office
2500 North State Street
Jackson, MS 39216

5. NOTICES

Any notices under this agreement shall be sent to:

University of Mississippi Medical Center
Division of Continuing Health Professional Education
2500 North State Street
Jackson, MS 39216-4505

With copy to General Counsel

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6. AMENDMENTS

This Agreement may be amended from time to time by written Amendments approved by both parties.

7. STATUS OF PARTIES

Contractor is working as an independent contractor. UMMC is not responsible for payment of employment taxes, benefits or insurance. The independent contractor is responsible for income and employment taxes related to the fees paid under this agreement. UMMC complies with Internal Revenue Service regulations on 1099 tax reporting for payments made to independent contractors.

Each party to this contract is responsible for its own acts or actions and for the actions of its employees or agents. As UMMC is a state supported educational entity, any liability claims will be handled under the Mississippi Tort Claims Act, M.C.A. 11-46-1 et seq., subject to the Act's limitations.

8. CONFIDENTIALITY

The parties agree that any information given by UMMC to the Contractor, or that the Contractor comes in contact with, during the performance of this contract shall remain confidential.

9. COMPLIANCE

As part of UMMC's overall Compliance Program, contractor shall establish procedures and insure adherence for its employees to all appropriate state and federal statutes including but not limited to, the Stark I, 42 USC §411 and Stark II, 42 USC §1395, bans on self referrals, the False Claims Act, 31 USC §3729, anti-kickback statutes, 42 USC §415, HIPAA, the Medicare carrier manual, Medicare and Medicaid statutes and regulations and the Balanced Budget Act. Any acts pursuant to this agreement shall be done in compliance with the applicable rules and regulations of The Joint Commission and any third party payer.

Vendor/contractor certifies that it has not been disqualified in any manner from any federally funded program and is not debarred or limited in any manner from the participation in the matters upon which this agreement is based. Vendor/contractor further affirms that it is in compliance with the Mississippi Employment Protection Act [MEPA] and will indemnify and hold harmless UMMC for any action arising from the violation or failure to comply with employment verification procedures as required but the state of Mississippi or Federal laws and regulations in regard to the same.

Contractor also agrees that he will comply with the requirements stated in the above reference contract.

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10. ASSIGNMENT

The services covered by this Agreement must be provided by the Contractor and shall not be sold, transferred or assigned without written permission of UMMC.

11. TERMINATION

Either party may terminate on thirty (30) days written notice.

12. AVAILABILITY OF FUNDS

Continuance of any UMMC contract is based on availability of funds. Should there be no funds available for any succeeding funding period, the contract will be cancelled as of the end of the funding period with no further obligation on the part of UMMC. Therefore this contract is cancelable with 60 days notice to the vendor at the end of any fiscal period in the event funds are not appropriated by the funding authority. Any property covered by a lease shall be returned to lessor. In the event of any reduction of available funds, this contract shall be funded as priority.

WITNESS OUR SIGNATURES on the dates written below.

CONTRACTOR

Name

Date

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

Vickie Skinner
Director, Continuing Health Professional Education

Date

Revised 5/2/12; 8/23/12