



The following documents in the faculty offer are considered contractual documents:

{DELETE DOCUMENTS THAT WILL NOT BE APPLICABLE TO YOUR CANDIDATE, THEN REMOVE THIS INSTRUCTION}

- Institutions of Higher Learning Employment Contract
- Professional Services Addendum or Agreement
- Recruitment Agreement
- Promissory Note B

The following documents are not contractual documents:

- Appointment Letter (Offer)
- Compensation and Other Terms Document

Appointment Letter

Date: 06/27/2019

Department Chair Name: **{ENTER DEPT CHAIR NAME HERE}**

Department Name: SOM-Pediatrics

Department Address: **{ENTER DEPT ADDRESS HERE}**

Mary Poppins

{ENTER STREET ADDRESS HERE}

{ENTER CITY, STATE ZIP HERE}

Dear (Dr., Mr., Ms.) Mary Poppins:

We are pleased to offer you employment with the University of Mississippi Medical Center (UMMC) in the following position:

{ENTER RANK TITLE HERE}

- On the Tenure Track **{ADD THE APPROPRIATE TRACK HERE OR NO TENURE STATUS}**
- In the Department of SOM-Pediatrics
- In the Division of **{ENTER DIVISION NAME HERE IF APPLICABLE}** (if applicable)
- With an anticipated Effective Date of **{ENTER DATE HERE}** 09/23/2019

This offer is made upon the recommendation of the Department with concurrence of the Dean of the School of **{ENTER SCHOOL NAME HERE}**. Faculty appointed to the ranks of Associate Professor or Professor are subject to review and approval of the Appointment, Promotion, and Tenure Committee and the Executive Faculty Committee.

University of Mississippi Medical Center Appointment

Your employment with UMMC in the School of **{ENTER SCHOOL HERE}** will begin on or about **{ENTER DATE HERE}**.09/23/2019 This employment is contingent upon your abiding by all UMMC policies, and is contingent upon execution of your employment contract and attached addenda.



Commitments And Expectations

It is the expectation that all faculty members commit to the mission and vision of UMMC. In addition, respect, trust, teamwork, collaboration, and excellence are the enduring tenets that guide what we do in both our long-term strategies and our day-to-day interactions. We are expecting that you will foster a positive milieu by demonstrating and reflecting these values.

Additional Commitments and Expectations:

{DEPARTMENT BUSINESS ADMIN TO ADD ADDITIONAL COMMITMENTS AND EXPECTATIONS IF NECESSARY, IF THERE ARE NONE DELETE THIS SECTION}

Emphasis, Compensation, and Benefits

Your anticipated Mission Emphasis is:

- {ENTER % AMOUNT HERE}** %- Education
- {ENTER % AMOUNT HERE}** %- Research
- {ENTER % AMOUNT HERE}** %- Service
- {ENTER % AMOUNT HERE}** %- Administrative

Your salary at appointment is \$\$195,000.00 per annum.

Your total recruitment incentive is Request One-Time Payment: Mary Poppins - R00000132 Assistant Professor of Pediatrics, School of Medicine-3. This amount is reflected in the total amount of your Recruitment Agreement. **{ONLY IF RECEIVING ONE TIME PAYMENT, OTHERWISE REMOVE THIS LINE}**

This offer of employment supersedes any previous written or verbal agreement, and is contingent upon satisfactory compliance with all UMMC pre-employment/employment policies and procedures, including execution of the Recruitment Agreement if applicable. Nothing in this appointment letter constitutes a binding contractual agreement. We are excited by the potential of your leadership, and we are confident that you will add to the development of a nationally recognized department at UMMC School of **{ENTER SCHOOL NAME HERE}**. To indicate your commitment, please sign this agreement below and all attachments within fourteen (14) business days of receiving this letter.

If you have questions about any of the hiring documents, please contact:

- **{BUSINESS ADMIN NAME}**
- **{BUSINESS ADMIN DEPARTMENT}**
- **{BUSINESS ADMIN PHONE NUMBER}**
- **{BUSINESS ADMIN EMAIL}**

Sincerely,

{TYPE DEPARTMENT CHAIR NAME AND CREDENTIAL}

{TYPE DEPARTMENT CHAIR TITLE}



Employment Contract

Board of Trustees of State Institutions of Higher Learning

This Employment Contract is made and entered into by and between The Board of Trustees of State Institutions of Higher Learning of the State of Mississippi, hereinafter called the Board, and Mary Poppins hereinafter called the Employee.

The Employee is hereby employed as **{ENTER ACADEMIC RANK}** of **{ENTER ACADEMIC DEPARTMENT}**, **{ENTER SCHOOL}** at UNIVERSITY OF MISSISSIPPI MEDICAL CENTER, herein called the University, for the period beginning **{ENTER DATE}** and ending on **{ENTER DATE}** , at and for the annualized sum of **{ENTER AMOUNT}**, starting at the corresponding pay periods for the months **{ENTER MONTH/YEAR}** through **{ENTER MONTH/YEAR}** inclusive.

This Employment Contract is subject to the following terms and conditions:

1. The laws of the State of Mississippi and the policies and by-laws of the Board.
2. The Board reserves the right to increase or decrease said salary at any time during the life of this contract. Any decrease shall be made only when and if necessary to keep expenditures of the University within the part of the legislative appropriation allotted to the University for the period covered by this contract and shall be effective only from and after the date of the passage of an order by the Board;
3. The Board shall have the authority to terminate this contract at any time for the following:
 - a. Financial emergencies as declared by the Board;
 - b. Termination or reduction of programs, academic or administrative units as approved by the Board;
 - c. Malfeasance, inefficiency or contumacious conduct;
 - d. For cause.
4. In the event the Employee abrogates this contract for his/her convenience, the Board shall then fix the time and conditions of termination.
5. The Employee shall not directly or indirectly in any capacity establish, own, manage, operate, control, provide medical services at, or be otherwise associated with, lend funds to, lend its name to, receive any remuneration from, or maintain or continue any interest whatsoever in any medical office, clinic or free standing medical center or other enterprise except with written approval of the Vice Chancellor after completion of the appropriate forms regarding outside employment and/or conflicts of interest as required by the UMMC Faculty & Staff Handbook. The Employee may discuss clinical issues with physicians in the community upon request so long as no billings are generated outside a University affiliated practice arrangement.
6. To provide appropriate educational opportunities to fulfill the teaching mission of UMMC, Clinical Providers will refer patients for additional care within the University system to the extent referral within the University system is not contrary to (a) the medical interest of the patient, (b) patient necessity, choice or convenience, or (c) patient's insurance company preference.
7. The Employee acknowledges and agrees that if he/she holds any administrative position, secondary appointment, and/or any title not listed above, he/she has no property interest in such position and compensation tied to such position. He/she serves at the will and pleasure of the university and may be removed from this administrative/secondary position at anytime, with or without cause.
8. Special Provisions: **{ADD TENURE STATUS HERE}**

IN WITNESS WHEREOF, the parties hereto have executed this Employment Contract:



signHere1

Employee Signature

signHere2

For the Board

dateSigned2

Date

University of Mississippi Medical Center Professional Services Addendum

THIS PROFESSIONAL SERVICES ADDENDUM (the "Addendum") is effective as of the **{ENTER DAY}** day of **{ENTER MONTH}**, 20**{ENTER YEAR}** (the "Effective Date"), by and between the Provider (the "Provider") and the University of Mississippi Medical Center ("UMMC"). This document is an addendum to the Board of Trustees of State Institutions of Higher Learning Employment Contract.

A. UMMC is the state's only academic health sciences center. UMMC encompasses seven health science schools: medicine, nursing, dentistry, health related professions, population health, graduate studies and pharmacy; and it exists to enhance the educational, economic, healthcare, social, and cultural foundations of the state, region and nation. Within this framework, UMMC's principal and continuing missions are to train health-care professionals, to engage in cutting-edge research, and to provide the highest level of patient care; and

B. The State of Mississippi, acting by and through the Board of Trustees for Institutions of Higher Learning (the "IHL Board"), has authorized, empowered and directed UMMC to enter into contractual agreements for the employment of all necessary faculty and staff; and

C. Provider and UMMC desire to set forth, separately from the IHL Board Employment Contract relating to Provider's faculty employment, Provider's clinical employment relationship with UMMC according to the terms hereinafter set forth; THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Engagement of Professional Services. UMMC engages the professional services of Provider and Provider hereby accepts the engagement of his or her professional services, upon the terms and conditions in this Addendum. The parties acknowledge that these professional services may change from time to time, and in performing these professional services, Provider acts pursuant to any and all UMMC policies and procedures, medical staff bylaws, compliance plan, and in the course and scope of his or her employment by the State of Mississippi.

2. Effective Date and Term. This Addendum and Provider's clinical employment relationship with UMMC shall commence on the Effective Date and shall terminate on **{ENTER CONTRACT ENDING DATE HERE}**, subject to earlier termination as provided in this Addendum.



3. Duties and Obligations of Provider. Provider must have a bona fide faculty appointment at UMMC or, must be a UMMC staff employee who is a billing provider. Except for the time required for teaching, service and research duties of Provider pursuant to the IHL Board Employment Contract, Provider agrees to devote his or her exclusive professional practice and his or her best ability, skill, and efforts, according to such schedule of working hours as may reasonably be directed by the Department Chair, to the practice of his or her profession at the direction of UMMC. This Addendum, in accordance with UMMC policies, prohibits Provider compensation for patient services provided outside the scope of professional practice described above, unless the Provider's employment contract with UMMC designates that Provider is part-time and/or Provider's outside employment is approved by the Department Chair and the Vice Chancellor for Health Affairs or his or her designee.

4. Compensation and Benefits. In consideration for the service performed by Provider hereunder:

4.1 Provider shall receive such compensation as shall be determined by UMMC in accordance with compensation policies and plans approved by UMMC and the Vice Chancellor for Health Affairs. Such compensation policies and plans shall be subject to adjustment by UMMC with or without cause and with or without notice.

4.2 It is the intent of the Parties that total compensation paid pursuant to this Addendum is and will throughout the term of the agreement remain within fair market value in compliance with Federal and Mississippi law. In no event will UMMC be required to pay to Provider compensation in excess of fair market value. In order to establish fair market value, all compensation from any source of medical practice must be taken into consideration, including but not limited to the G.V. (Sonny) Montgomery VA Medical Center, and any Federally Qualified Health Care Facility. Provider's signature on this Addendum authorizes the release of said compensation data from any entity to UMMC.

4.3 Provider expressly acknowledges and agrees that he or she has no property interest in any administrative position, secondary appointment, and/or any title or compensation not listed on the face of the IHL Board Employment Contract. Provider expressly acknowledges and agrees that employment and tenure at UMMC shall be tied only to the faculty position and compensation listed on the face of the IHL Board Employment Contract, and not to anything in this Addendum or Exhibits thereto.

5. Professional Liability Coverage. The parties recognize that the risks of malpractice litigation must be managed generally through a combination of quality improvement, professional judgment, skill enhancement, patient communications and professional liability coverage. UMMC provides professional liability coverage for services provided within the scope of Provider's employment with UMMC through a self-insurance retention program that is subject to the Mississippi Tort Claims Act (the "MTCA") (Miss. Code Ann. §§ 11-46-1, et seq.). Claims filed against UMMC and/or Provider acting within the scope of his or her employment with UMMC are subject to the terms, conditions and limitations contained within the MTCA. Provider will take no action(s) which would place in jeopardy or limit the applicability or viability of the coverage mentioned above. Any coverage of Provider pursuant to this Section 5 shall provide protection to Provider only for those acts, omissions, or other conditions specifically related to or resulting from performance of Provider's responsibilities under this Addendum, while acting in good faith within the course and scope of his or her duties as set forth in this Addendum, and for which occurrences take place during the term of this Addendum. This coverage will not extend to Provider's professional liability for services performed outside the scope of this Addendum. Provider shall notify UMMC promptly of any claims asserted or threatened against Provider by patients and/or third parties arising from Provider's professional services, and shall cooperate fully with UMMC in defending against such claims.

6. Fees, Billing, and Accounts Receivable. All fees, billings, and accounts receivable generated from services performed by Provider under this Addendum will belong to UMMC and not to Provider. Provider agrees to waive any and all rights to direct compensation from any patient for health care services rendered through UMMC under this Addendum regardless of the nature of that service, and assigns all such compensation and rights to the compensation to UMMC. Provider further agrees that UMMC has the right to endorse Provider's name on any checks received for patient care and to make these checks received payable to UMMC.

7. Patients. All patients are at all times patients of UMMC. All case records, in any format, concerning patients of UMMC



or patients consulted, interviewed or treated and cared for by Provider hereunder shall belong to and remain the property of UMMC, and Provider shall not remove or duplicate these records at any time, including upon termination of this Addendum and employment with UMMC, except as otherwise permitted by this Section 7, or by the prior written approval of UMMC in accordance with applicable laws and UMMC policies then in effect. Upon specific request in writing from a patient or patients treated by Provider while performing professional services under this Addendum, UMMC shall release a copy of such files to Provider, in the format retained by UMMC, while retaining the original, subject to applicable laws, rules and regulations. Provider agrees that he or she will not in any way use any information related to patients, patient lists, demographic data and/or similar information to solicit patients for himself/herself and/or any other individual or entity, or in any way encourage such patients to leave UMMC. Provider shall not use such materials to direct announcements regarding change in his or her employment or efforts to establish a new, separate practice unless with the express written consent of the Vice Chancellor for Health Affairs. Provider further agrees that, upon separation of employment from UMMC, he or she will not, directly or indirectly, induce or solicit any patients to leave UMMC and/or patronize any competing entity or, directly or indirectly, request or advise patients to withdraw, curtail or end any relationship with UMMC.

8. Termination of Services.

8.1 Termination for Convenience: Either party may terminate Provider's services under this Addendum and the clinical employment relationship with UMMC without cause and at any time upon not less than ninety (90) days prior written notice pursuant to Section 12. Either party may immediately terminate Provider's employment without cause and at any time by paying to the other party an amount equal to ninety (90) days' salary.

8.2 UMMC may terminate Provider's services under this Addendum and the clinical employment relationship with UMMC immediately, without notice, and without further obligation, if necessary in the judgment of UMMC to protect its patients or upon any of the following conditions:

- (a) Provider violates any of the provisions of this Addendum;
- (b) Provider shall become legally disqualified to render, or legally restricted in rendering, professional services as specified hereunder within the State of Mississippi;
- (c) Provider is expelled or suspended by a final action of the applicable professional licensure board;
- (d) Provider loses, or becomes subject to restrictions with respect to, his or her DEA number, if applicable, or loses his or her full and unrestricted eligibility to participate in Medicare and Medicaid, if Provider's professional services are separately billed;
- (e) Provider is sanctioned by Medicare/Medicaid and/or is found to be on the OIG List of Excluded Individuals/Entities;
- (f) Provider is indicted or convicted of any felony, or of any other crime involving moral turpitude or immoral conduct, or otherwise incurs criminal liability involving third party reimbursement or billing;
- (g) Provider ceases to hold a faculty position (if applicable) in his or her department at UMMC;
- (h) Provider fails to remain insurable at reasonable rates by UMMC's professional liability self-insurance program, insurer and/or excess insurer;
- (i) Provider fails to obtain any required Board certification or maintain current certification;
- (j) Upon conduct by Provider which is considered by UMMC to be unethical, unprofessional, fraudulent, unlawful, or



adverse to the interest, reputation or business of UMMC and its patients, including but not limited to conduct which would be deemed by a reasonable person to be disruptive, intimidating, coercive or harassing;

(k) Upon the use of alcohol or other substances which materially impairs the ability of Provider to effectively perform Provider's duties and obligations under this Addendum, or upon the Provider's refusal to cooperate with UMMC's policies and requirements regarding testing for substance abuse;

(l) Provider falsifies any document required to be completed as a part of Provider's duties;

(m) Provider requests any person providing services to UMMC to perform an unethical or illegal act;

(n) Upon Provider's death or disability, as described in this Section. Provider is considered disabled when, in the sole determination of UMMC after consulting with Provider's physician and after considering Provider's medical status, Provider is no longer qualified to perform the essential functions of his or her position with or without reasonable accommodation that does not result in undue hardship for UMMC. The beginning and ending date of the disability shall be determined by UMMC after consulting with Provider's physician and after considering Provider's medical status. The physician patient privilege, for these purposes only, is waived by Provider; or

(o) Upon the bankruptcy, insolvency, or receivership of UMMC. Termination or cessation of Provider's clinical employment relationship by UMMC, for any reason, shall result in the automatic resignation of Provider's medical staff membership and or privileges, at any UMMC hospital or facility.

8.3 Upon the termination of employment for any reason, Provider shall remove all of Provider's personal items from UMMC's facilities and shall turn over to UMMC all data, programs, records, charts, patient and vendor lists and materials relating to the services performed by Provider under this Addendum. All such materials shall remain the exclusive property of UMMC.

8.4 Following any notice of termination of services and/or the clinical employment relationship, Provider shall fully cooperate with UMMC in all matters relating to the winding up of the Provider's pending work on behalf of UMMC, to accomplish the orderly transfer of any such pending work to such other professionals rendering services to UMMC as may be designated by UMMC; and, to that end, UMMC shall be entitled to such full time or part time services of Provider as UMMC may reasonably require during that period from notice of intention to terminate until termination.

9. Confidential Information. During or at any time after termination of Provider's employment with UMMC, Provider will not, without written authorization of UMMC, disclose to or use for the benefit of any person, corporation, or other entity, including himself or herself, any files, trade secrets, fee schedules or other confidential information concerning the business, clients, patients, methods, operations, financing or services of UMMC, including without limitation patient files and clinical equipment purchased by UMMC.

10. Non-Solicitation. During the term of Provider's clinical employment relationship and for a period of three hundred sixty-five (365) days following cessation of employment, Provider shall not solicit or retain the services of any individual as an officer, director, provider, business/practice partner, consultant, independent contractor or otherwise, if that individual is at the time, or within six (6) months prior thereto, a UMMC employee and/or Provider.

11. Restrictive Covenant. The parties have considered whether it is necessary, in order to protect the employer's legitimate interests, to enter into a covenant that restricts the Provider's practice within a reasonable scope of time and location, following termination of the employment relationship created by this Agreement. By affixing their signatures, the parties have made the following election:

{SELECT A OR B SIGNATURE CONDITION BELOW ACCORDINGLY AND REMOVE THE SECTION



THAT DOES NOT APPLY TO THIS AGREEMENT}

A. Except as provided in the non-solicitation provisions of the preceding paragraph (section 10), the parties decline to enter into a covenant that would in any manner restrict the practice of the Provider following termination of the employment relationship created under this Agreement.

signHere1

Provider

signHere2

Vice Chancellor for Health Affairs

B. In addition to the non-solicitation provisions of the preceding paragraph (section 10), the parties hereby enter into a post-termination restrictive covenant, attached hereto as Exhibit A.

signHere1

Provider

signHere2

Vice Chancellor for Health Affairs

12. Notices. All notices by either party required or permitted by this Agreement shall be in writing with receipt of delivery. Acceptable forms include hand-delivered notice with signatures of receipt, institutional email with delivery receipt, or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Provider: At the Provider's residence or residence mailing address as reflected in UMMC's records.

If to UMMC: To each of the following:

Chief Human Resource Officer
2500 N. State Street



Jackson, MS 39216

Office of General Counsel
2500 N. State Street
Jackson, MS 39216

Any such notice shall be deemed to have been given when received as described.

13. Assignment. Services to be rendered and obligations to be performed by Provider are special and unique, and all such services and obligations and all of Provider's rights are personal to Provider and shall not be assignable or transferable by Provider. In the event of Provider's death, however, Provider's personal representative shall be entitled to receive any payments due hereunder. UMMC may assign this Addendum to any successor or affiliate entity of UMMC.

14. Amendment. This Addendum may be amended only by a written agreement signed by each party.

15. Governing Law. This Addendum shall be governed by the laws of the State of Mississippi without giving effect to choice of law principles.

16. Partial Invalidity. The invalidity, illegality or unenforceability of any provision of this Addendum shall in no way affect the validity, legality or enforceability of any other provision, and this Addendum shall be construed in all respects as if such invalid, illegal or unenforceable provision had been omitted.

17. Entire Agreement. All prior negotiations and agreements between the parties hereto are superseded by the IHL Board Employment Contract and this Addendum, including applicable Exhibits, and there are no representations, warranties, understandings, or agreements other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date above first written.

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

By:

signHere2
Vice Chancellor for Health Affairs

PROVIDER:

signHere1

Mary Poppins

dateSigned1



Date

{ONLY FACULTY WHO ARE ASKED TO SIGN b ON #11 IN THE PSA, IF IT DOES NOT APPLY TO THIS CANDIDATE, PLEASE DELETE THIS SECTION, ITEMS #1-4}

Exhibit A - Restrictive Covenant

For and in consideration of Provider's employment or continued employment with UMMC, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. During the term of this Agreement and for a period of 365 calendar days from the date this Agreement expires or is terminated by Provider, (the "Restriction Period"), Provider shall not, without the prior written consent of UMMC (except in the performance of duties for UMMC pursuant to this Agreement), directly or indirectly provide services as a **{ENTER TITLE HERE}** in the following counties in the State of Mississippi: Hinds, Madison and Rankin**{COUNTIES TO BE ADDED BY DBA}**
2. Provider acknowledges that the restrictions contained in this Exhibit A are reasonable and necessary to protect the legitimate professional and business interests of UMMC, and that any violation of such restrictions would result in irreparable injury to UMMC. Provider acknowledges that UMMC's interests in these restrictions are reasonable and consistent with the particular practice specialty of Provider, including, but not limited to, the difficulty and expense associated with recruiting and retaining practitioners of the specialty, UMMC's unique investments in Provider's practice specialty, and the important roles that Provider's practice specialty plays in UMMC's ability and capacity to provide and maintain teaching and training within that specialty.
3. UMMC and Provider acknowledge that, in the event of a violation of any provision of this Exhibit A, UMMC shall be entitled to preliminary and permanent injunctive relief without having to prove actual damages or immediate or irreparable harm or to post a bond. UMMC shall also be entitled to an equitable accounting of all earnings, profits and other benefits arising from such violation, which rights shall be cumulative and in addition to any other rights or remedies to which UMMC may be entitled in law or equity. In the event of a violation of any provision contained in this Exhibit A, the Restriction Period shall extend over the time period from the commencement of any such violation until the cessation of such violation plus the amount of time remaining in the Restriction Period when such violation occurred.
4. Notwithstanding the foregoing, if the restrictions specified above are judged unreasonable by any court of competent jurisdiction, the parties agree to the reformation of such restriction by the court to limits which grant UMMC the maximum protection permitted by applicable law in such circumstances, and the parties will not assert that such restrictions should be eliminated in their entirety by such court.

Physician Recruitment Agreement

THIS PHYSICIAN RECRUITMENT AGREEMENT (the "Agreement") is made and entered into as of the **{ENTER DATE HERE}** (the "Effective Date"), by and between

- The Provider: Mary Poppins, a person of full age of majority and residing in [Mississippi], and the University of Mississippi Medical Center (the "Institution").

RECITALS:

A. In keeping with the Institution's principal mission to accomplish the interrelated goals of health professional education for Mississippi; to teach the art and science of health care; to provide quality treatment for all patients, including Medicaid recipients and indigents as part of the teaching of health care; to lead the way through research to discoveries that will raise the health level of Mississippians and all mankind; to respond to community needs through continuing education and through charitable care and other outreach programs; and to recruit and retain the caliber of faculty necessary to meet these goals, the Institution desires to recruit Provider to enter into the practice of medicine with the Institution; and

B. The Provider is (or will be prior to the Commencement Date) licensed to practice medicine in the State of Mississippi and is completing or has completed a

- Residency or Fellowship (most recent): **{ENTER MOST RECENT RESIDENCY OR FELLOWSHIP HERE}**
- Institution: **{ENTER INSTITUTION NAME HERE}**

The Provider is willing, in consideration of the incentives set forth herein, to join the Institution and to practice the said specialty therein for a period as set forth below, and agrees to the terms and conditions of such incentives as set forth below. NOW, THEREFORE, in consideration of the premises stated above, the mutual agreements contained herein and additional good and valuable consideration, the parties agree as follows:

1. Condition. The obligations of Provider as set forth in this Agreement shall be performed by Provider throughout the term of this Agreement and are a condition precedent for the Institution's financial obligations to the Provider in Section 4.

2. Practice. Provider agrees to join the Institution and commence the Provider's medical practice with the Institution beginning on or about **{ENTER COMMENCEMENT DATE HERE}** (the "Commencement Date"). On or before the Commencement Date, the Provider and the Institution shall enter into the Institution's standard Professional Services Agreement (the "PSA"), governing the employment relationship between the Institution and the Provider. A copy of the current standard form PSA has been delivered to Provider. Provider shall commence employment with the Institution on the Commencement Date, and shall in good faith and with diligence, make his best efforts to develop and pursue his medical practice during the period beginning on the Commencement Date and continuing through the date three (3) years following the Commencement Date (the "Retention Period"). Further, the Provider hereby agrees not to terminate the Provider's employment with the Institution for any reason during the Retention Period.

3. Licensure and Accreditation. As a condition precedent to all of the Institution's obligations hereunder, Provider shall obtain and maintain throughout the term of this Agreement, a valid and unrestricted license to practice medicine in the State of Mississippi. Provider represents and warrants that Provider has never been suspended or excluded from participation in Medicare, Medicaid or any other federal, state or local government program for the reimbursement of healthcare services, and is eligible to participate in Medicare, Medicaid and any other state or federal program applicable to patients who are treated by the Institution, without limitation. Provider shall maintain a valid and unrestricted current DEA license to prescribe and dispense controlled substances. Provider shall notify the Associate Vice Chancellor for Clinical Affairs within seventy-two (72) hours of Provider receiving notice by any means of any change made or proposed in, or investigation relating to, or any adverse action taken with respect to:

(i) Provider's license to practice medicine in Mississippi or any other state;

(ii) Provider's DEA or controlled substances registration;

(iii) the imposition of terms of probation or limitation by any state or federal agency; (iv) loss, suspension or restriction of membership or clinical privileges at any hospital or health care facility or organization; (v) an adverse determination by a peer review organization or third-party payor reimbursement program concerning quality of care; (vi) the commencement of a formal investigation or the filing of charges by the Department of Health and Human Services or any state Medicaid fraud control unit, or any felony or misdemeanor charge filed by a federal or state law enforcement agency or health regulatory agency; or (vii) the filing of any claim against Provider alleging professional liability at Institution. The failure



to provide the notice required by this Section 3 shall be cause for immediate termination pursuant to Section 7.

4. Institution's Financial Obligation. The Institution agrees to advance to the Provider

- Monetary Advance: One Time Payment Amount \$ **{ENTER AMOUNT AND IN ADDITION SPELL OUT AMOUNT HERE}** Request One-Time Payment: Mary Poppins - R00000132 Assistant Professor of Pediatrics, School of Medicine-3

This amount will be paid upon the Provider's execution and delivery of this Agreement. The incentive payment shall be evidenced by a promissory note executed by the Provider ("Promissory Note"), payable to the Institution, in the form attached hereto and incorporated herein by reference as **Exhibit B**. The Provider shall have the right to pre-pay the Promissory Note, together with its accumulated interest, at any time and from time to time and shall be obligated to pay the Promissory Note as required by this Agreement. Said Promissory Note shall become immediately due and payable in full and without notice to the Provider in the event the Provider fails to perform any of the Provider's obligations under this Agreement or breaches any provision of this Agreement, in the event this Agreement is terminated (other than for death or disability as provided in Section 5 below) or in the event there occurs any Event of Default under the Promissory Note.

5. Circumstances of Forgiveness of Debt. In recognition of the fact that the Provider is initiating a practice with the Institution and to induce the Provider to remain with the Institution on a long-term basis, the Institution agrees that it will forgive and cancel monthly installment payments then due on the Promissory Note to the Institution on the first day of each month commencing after the Commencement Date, if, as of the first day of the applicable month, the Provider has remained continuously in full-time practice of medicine with the Institution in accordance with the terms and provisions of the PSA, which period of continuous full-time practice shall be the thirty six (36) months following the Commencement Date (the "Forgiveness Period"). The Institution shall treat and report debt forgiveness as income to the Provider with respect to each calendar year within which debt forgiveness occurs. Notwithstanding anything to the contrary in this Agreement, upon the termination of this Agreement or the PSA because of the Provider's death or disability (as described in the PSA), the Institution will forgive and cancel all amounts due under the Promissory Note.

6. Acknowledgments by Provider. The Provider acknowledges that the Provider has reviewed the Agreement, understands its terms and conditions, including without limitation the incentive payment by the Institution to the Provider and understands the obligation to repay said incentive payment. The Provider acknowledges that he is required to repay the incentive payment to the Institution pursuant to the terms of the Promissory Note and this Agreement. In the event of a breach of this Agreement by the Provider or a default under the Promissory Note by the Provider, the Provider acknowledges and understands the requirement to pay the balance due under the Promissory Note; provided, however, that the Provider shall receive credit for any payments made by the Provider on said Promissory Note or any debt forgiveness pursuant to Section 5 after the end of the Guarantee Period.

7. Terms and Termination. This Agreement shall be deemed effective and in full force for a term of three (3) years from the date hereof, unless sooner terminated pursuant to its terms; provided, however, that any obligations that by their terms extend beyond such date shall survive the termination of this Agreement.

a. Termination by Institution. Upon occurrence of one or more of the following events, Institution shall have the option to immediately terminate this Agreement and/or the obligations of Institution under this Agreement, which option may be exercised by written notice to Provider specifying the date of termination:

i. If Provider breaches or fails to fulfill any of the Provider's obligations as set forth in this Agreement;

ii. Breach or non-fulfillment by Provider of any term, covenant or condition of this Agreement;



iii. Failure or refusal by the Provider to make any payment required by this Agreement;

iv. If Institution, on opinion of its legal counsel, in good faith determines that, if challenged, Institution, its management personnel, or an affiliate member, would be subject to: (i) penalty for violating federal or state anti- fraud and abuse laws, including, but not limited to, 42 U.S.C. §1320a-7b; or (ii) penalty for violating federal or state prohibitions on physician self-referral, including, but not limited to, 42 U.S.C. §1395nn, by continuing this Agreement;

v. Loss or suspension of rights or eligibility of Provider to participate in the federal Medicare program, any Medicaid program, or any other state or federal program applicable to patients who are treated at Institution;

vi. The loss or suspension (whether temporary or permanent) of Provider's license to practice medicine under the laws of the State of Mississippi;

vii. The loss of malpractice insurance coverage of Provider such that Provider is unable to provide services in the Jackson, Mississippi metropolitan area;

viii. Loss or suspension of privileges of Provider or the expiration without reappointment or termination of membership of Provider on University Hospital's medical staff; or loss or suspension of rights or eligibility of Provider to participate in any managed care program, health plan or third party reimbursement arrangement in which Institution participates; or

ix. The failure of Provider to provide the notice required by Section 3 within the time limits required therein.

b. Death, Disability of Provider. This Agreement shall immediately terminate in the event of the Provider's death or disability (as described in the PSA).

c. Other. This Agreement may also terminate if so provided elsewhere within its provisions.

8. Notices. All notices, requests, demands or any other formal communication required or permitted pursuant to this Agreement shall be in writing. Notice shall be deemed delivered when personally served upon the Associate Vice Chancellor for Clinical Affairs, or upon Provider. Alternatively, notice shall be deemed delivered when mailed by certified mail to the parties at the following addresses:

If to the Provider:

Mary Poppins

{ENTER PROVIDER ADDRESS}

{ENTER PROVIDER CITY, STATE, ZIP}

If to the Institution:

Original Notice to:

LouAnn Woodward, M.D.

Vice Chancellor for Health Affairs 2500 North State Street
Jackson, MS 39216



With a Copy to:

General Counsel Legal Department
2500 North State Street Jackson, MS 39216

9. Attorney's Fees. Each party is required to pay the costs for their own attorney fees.

10. Right of Offset. Except as prohibited by Section 409A of the Internal Revenue Code, the Institution is hereby granted the right of offset against any sums otherwise owing to the Provider for any payments due under this Agreement or otherwise, including without limitation the right to offset against accrued salary and benefits.

11. Withholding. Payments made pursuant to this Agreement will be subject to withholding of applicable income and employment taxes only if required by applicable law.

12. Tax Advisor. The Provider acknowledges that he or she should seek the advice of a tax advisor regarding the tax effect of the Agreement and forgiveness thereof.

13. Governing Law. This Agreement shall be governed by the law of the State of Mississippi without giving effect to choice of law principles.

14. Forum Selection. Subject to the Institution's sole and absolute election, all actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated in courts having situs within Hinds County, State of Mississippi. The Provider hereby consents and submits to the jurisdiction of any local, state or federal courts located within said county and state. Provider hereby waives personal service of any and all process and agrees that all such service of process may be made upon Provider by certified or registered mail, return receipt requested, addressed to Provider at the address set forth for notice in this Agreement and service so made shall be complete ten (10) days after the same has been posted. Provider hereby waives any right it may have to transfer or change the venue of any litigation brought against Provider by the Institution in accordance with this Section.

15. Entire Agreement. All prior negotiations and agreements (written or oral) between the parties hereto are superseded by this Agreement and there are no representations, warranties, understandings or agreements with respect to the subject matter of this agreement other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date above first written

INSTITUTION:

By:

signHere2



VICE CHANCELLOR FOR HEALTH AFFAIRS

PROVIDER:

signHere1

Mary Poppins

Exhibit B

Promissory Note

Hinds County, Mississippi

dateSigned1

FOR VALUE RECEIVED, the undersigned, The Maker: Mary Poppins, hereby promises to pay to the order of the UNIVERSITY OF MISSISSIPPI MEDICAL CENTER (the "Payees") at 2500 North State Street, Jackson, Mississippi 39216, or at such other place as Payees or any holder hereof may designate, the principal sum of \$ **{ENTER ONE TIME PAYMENT AMOUNT HERE}** Request One-Time Payment: Mary Poppins - R00000132 Assistant Professor of Pediatrics, School of Medicine-3or so much thereof as may from time to time be advanced under the terms of the Agreement and remain unpaid hereunder, with interest thereon at the rate of eight percent (8%) per annum on the unpaid balance. Pursuant to Section 5 of the Physician Recruitment Agreement (Circumstances of Forgiveness of Debt), credit will be added to the above balance on a pro-rata basis. In the event Maker fails to complete the Forgiveness Period, Maker will be responsible for the remaining balance, which must be paid on demand, but if no demand, within twenty-four (24) months.

[It is contemplated that by reason of prepayments or recovery there may be times when no indebtedness is owing hereunder; but notwithstanding such occurrences, this Note shall remain valid and shall be in full force and effect as to advances made pursuant to and under the terms of this Note or the Agreement subsequent to each occurrence. In the event that the unpaid advance at any time, for any reason, exceeds the maximum amount specified in the Agreement, Maker agrees to pay the excess amount upon demand; such excess amount shall in all respects be deemed to be included among the advances made pursuant to the other terms of this Note or in the Agreement, and shall bear interest as provided in this Note.]



1. Recruitment Agreement. This Note is executed, delivered, and accepted in connection with that certain Physician Recruitment Agreement of even date herewith between the Maker and the Payees (the "Agreement"), to which this Note is an Exhibit. The indebtedness evidenced by this Note arises out of the Agreement.

2. Events of Default. Upon the happening of any of the following events, each of which shall constitute a default hereunder, the Payees may declare the entire unpaid principal balance hereof, together with interest and other amounts, if any, accrued hereon, immediately due and payable (if not previously due and payable) and may exercise each and every other remedy available to the Payees hereunder or otherwise available at law or in equity: (i) the failure of the undersigned to pay any amount when due hereunder, which failure is not cured within fifteen (15) days thereafter, (ii) the death of the undersigned; (iii) the filing of any petition in bankruptcy by or against the undersigned; (iv) the application for the appointment of a receiver for, the making of a general assignment for the benefit of creditors by or the insolvency of the undersigned, or (v) the occurrence of an event of default, or default which continues beyond the applicable grace or notice period, if any, under the Agreement. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time or in the event of any subsequent default.

3. Collection Fees and Costs. Should the indebtedness evidenced by this Note or any part thereof be collected by action at law, or in bankruptcy, receivership or other court proceedings, or should this Note be placed in the hands of attorneys or otherwise for collection after default, the undersigned agrees to pay, upon demand by the holder hereof, in addition to principal and interest and other sums, if any, due and payable hereon, court costs and reasonable attorneys' fees and other reasonable collection charges, unless prohibited by law.

4. Prepayment. This Note may be prepaid in whole or in part, at any time, without penalty or premium.

5. Assignment. This Note may not be assigned by either party, except by Payees as part of any reorganization of the physician practice plans of the University of Mississippi Medical Center. Any agreement between Maker and a third party for payment of the Note by the third party on behalf of the Maker shall have no effect unless third party agrees in writing with Payees to be bound under a third party guarantee agreement for Maker's indebtedness evidenced by this Note.

6. Governing Law; Forum. This Note shall be governed by the laws of the State of Mississippi. Maker hereby consents to the personal jurisdiction of the courts of record sitting in Hinds County with respect to any action to construe or enforce this Note and waives any objection to venue in such courts with respect to any such action.

7. Jury Trial Waiver. Maker hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Note or the collateral securing this Note.

MAKER

signHere1

Mary Poppins

Provider Comp and Other Terms Document

Provider: Mary Poppins

Employee #: {ENTER EMPLOYEE #}

Rank: {ENTER RANK}

Department: SOM-Pediatrics



Effective Date: **{ENTER EFFECTIVE DATE}**

Details: See Departmental Compensation Plan

Productivity Expectations: (to include as appropriate Clinical RVU's, non clinical RVU's, Mission Percent Effort, Metrics, Goals, etc.)

Clinical RVU's: **{ENTER APPLICABLE INFORMATION HERE}**

Non-Clinical RVU Expectations: **{ENTER APPLICABLE INFORMATION HERE}**

Mission Percent Effort:

{ENTER % VALUE} % Clinical

{ENTER % VALUE} % Education

{ENTER % VALUE} % Research

{ENTER % VALUE} % Administrative

{ENTER % VALUE} %

Other Specify **{ENTER APPLICABLE INFORMATION HERE}**

FTE: **{ENTER FTE HERE}**

Dues, License, CME Allowance, etc:

Other Expectations (Education, Research, Citizenship, etc.):

{ENTER APPLICABLE INFORMATION HERE}

Receipt and Discussion Acknowledgement:

signHere1

Provider Signature

Mary Poppins