RESIDENT/FELLOW SERVICES EMPLOYMENT AGREEMENT

THIS RESIDENT/FELLOW SERVICES EMPLOYMENT AGREEMENT ("Agreement") is effective as of the 1st day of July 2026, by and between **Baptist Memorial Hospital – North Mississippi**, a not-for-profit corporation, ("Baptist"), and _____ ("Resident/Fellow" or "Fellow" as the context requires).

WHEREAS, Baptist provides health care on a not-for-profit basis consistent with Section 501(c)(3) of the Internal Revenue Code of 1986, and recognizes that needed physicians must be attracted to and retained in the community to provide health care services in and through affiliated hospitals, facilities, and clinics;

WHEREAS, Resident/Fellow is statutorily qualified to practice as a Resident/Fellow in the State of Mississippi ("State") and is qualified to perform the services required by this Agreement;

WHEREAS, Baptist has determined that its employment of Resident/Fellow in a formal training program ("Program") will contribute to the quality of health care within Baptist's service area and thereby promote Baptist's charitable purpose.

THEREFORE, in consideration of the mutual promises hereafter contained, it is agreed:

1. EMPLOYMENT. Baptist hereby employs Resident/Fellow to provide Resident/Fellow services in the Program at Baptist and such other locations as may be designated by Baptist, and Resident/Fellow accepts such employment subject to the terms and conditions set forth in this Agreement.

2. TERM. The term of this Agreement shall be one (1) year, commencing on July 1, 2026.

3. RESIDENT/FELLOW'S OBLIGATIONS. Resident/Fellow agrees to abide by, and continue to abide by, the following requirements set forth in this Section 3:

   3.1. Completion of pre-employment requirements. Resident/Fellow must successfully complete all pre-employment requirements set forth by Baptist.

   3.2. Meet all requirements of the Accreditation Council for Graduate Medical Education ("ACGME"). Resident/Fellow must achieve all ACGME requirements to serve, as applicable, as a resident or fellow in the Program. These requirements include, but are not limited to:

      3.2.1. Graduation from a medical school in the United States or accredited by the Liaison Committee on Medical Education ("LCME") or graduation from a college of osteopathic medicine in the United States, accredited by the American Osteopathic Association Commission on Osteopathic College Accreditation ("AOACOCA"); or

      3.2.2. Graduation from a medical school outside of the United States or and meeting one of the following additional qualifications:

         3.2.2.1. Holding a currently valid certificate from the Education Commission for

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Foreign Medical Graduates ("ECFMG") prior to appointment; or

3.2.2.2. Holding a full and unrestricted license to practice medicine in the United States licensing jurisdiction in which the ACGME-accredited program is located; or

3.2.2.3. Being an exceptionally qualified international graduate applicant who does not satisfy the eligibility requirements listed above but who does meet all of the following additional ACGME qualifications and conditions:

3.2.2.3.1. Evaluation by the program director and residency selection committee of the Resident/Fellow's suitability to enter the Program based on prior training and review of the summative evaluations of this training; and

3.2.2.3.2. Review and approval of the Resident/Fellow's exceptional qualifications by the Baptist Memorial Medical Education Graduate Medical Education Committee ("BMME GMEC"); and,

3.2.2.3.3. Verification of educational ECFMG certification.

3.2.2.4. Residents or fellows accepted through the exception as stated in Paragraph 3.2.2.3 must have an evaluation of their performance by the Clinical Competency Committee ("CCC") within twelve (12) weeks of matriculation.

3.3. Resident/Fellow Transfers. The Program must receive verification of previous educational experiences and a summative competency-based performance evaluation prior to acceptance of a transferring resident or fellow, and Milestones Evaluations (as defined below) upon matriculation.

3.4. Devotion of Time and Practice Relationships. Resident/Fellow agrees to use best efforts to abide by the terms and conditions of this Agreement, including and especially its Exhibit A.

3.5. Membership Requirements. Resident/Fellow agrees to obtain and maintain resident or fellow membership on Baptist's medical staff and other organizations according to the terms of Exhibit A of this Agreement.

3.6. Application Requirements. In order for Resident/Fellow to perform professional services as required by Baptist in this Agreement, Resident/Fellow acknowledges and agrees that application requirements must be timely and accurately met by Resident/Fellow prior to the start date of the initial term of this Agreement. In order for Baptist to provide professional liability insurance and for Baptist to begin paying Resident/Fellow for Resident/Fellow services, Resident/Fellow must complete Baptist's application requirements, as separately provided by Baptist, at least thirty (30) days prior to the start date of this Agreement. Resident/Fellow further acknowledges that Baptist may require additional information beyond the application requirements, and Resident/Fellow agrees

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to timely and accurately provide such information by the date(s) requested by Baptist. In the event Resident/Fellow cannot meet these application requirements, Resident/Fellow shall notify Baptist in writing, in accordance with Section 11 of this Agreement, of the specific application items to be outstanding, the specific and detailed reasons for the delay, and any problems with the application process. Resident/Fellow hereby affirms that any information submitted in Baptist's application process shall be true and complete to the best of Resident/Fellow's information, knowledge, and belief after due inquiry if such is necessary, and Resident/Fellow shall have an ongoing obligation to inform Baptist immediately upon becoming aware of any material change in Resident/Fellow's application information.

3.7. Professional Standards. Resident/Fellow shall, at all times, comply with the rules and regulations adopted by Baptist applicable to resident and fellow training and the applicable rules, regulations, and standards of the ACGME, the Joint Commission, the Medicare Conditions of Participation and any other applicable state or federal law, rule, regulation, or regulatory advisory opinion.

3.8. Policies. Resident/Fellow shall at all times comply with the policies, procedures, and guidelines of Baptist, Baptist Memorial Medical Education ("BMME"), and the Program which Resident/Fellow agrees to routinely, but in no event less than quarterly, review such policies, procedures, and guidelines to ensure familiarity with same. Resident/Fellow acknowledges that these policies and procedures are maintained electronically as follows:

3.8.1. Baptist policies, procedures, and guidelines may be found at https://bmhcc.sharepoint.com/sites/adminpp; and

3.8.2. BMME and Program policies, procedures, and guidelines may be accessed through New Innovations under "MORE" or at https://www.new-innov.com/Login/Host.aspx?Control=DepartmentManuals and the BMME website at Baptist Memorial Hospital - Home Page

3.9. Licensure and Board Certification. Once achieved, Resident/Fellow shall remain statutorily qualified to practice medicine as a resident or fellow in the State and any other state in which Resident/Fellow serves.

3.10. Quality Assessment and Peer Review. Resident/Fellow shall be subject to and, to the extent requested by Baptist, participate fully in quality assessment, utilization management, and peer review procedures established by Baptist.

3.11. Confidential Information. Resident/Fellow shall not disclose Baptist's confidential information, during the term of this Agreement or at any point in the future, unless required by law, regulation, medical staff bylaw, or by the terms of any applicable managed care or payer contract for reimbursement. Confidential information includes any information related to Baptist's business affairs and operations, including but not limited to the details of any contracts negotiated by Baptist, patient names, patient lists/databases, and computer software applications. In addition to all other available remedies, Baptist shall be entitled to injunctive relief, without the necessity of posting a

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bond, enjoining Resident/Fellow from disclosing any such confidential information or providing services to a party for whom such information has been or may be disclosed.

3.12. Freedom to Perform. Resident/Fellow represents and warrants that there are no restrictions, non-competition agreements, or other obligations that would interfere with or restrict the performance of Resident/Fellow's services required in this Agreement. Furthermore, Resident/Fellow represents and warrants that any and all ongoing, pending, threatened, or potential malpractice claims have been fully disclosed in writing to Baptist.

3.13. Services to be provided in a Non-Discriminatory Manner. Resident/Fellow shall provide all services in a non-discriminatory manner without regard to race, religion, color, national origin, gender, age, handicapping condition, disability, sex, or any other category protected by applicable law.

3.14. Discrimination. Resident/Fellow shall comply with Baptist's policies regarding discrimination (as may be amended from time to time by Baptist) including, without limitation, acting in a non-discriminatory manner towards all individuals and entities on the basis of race, religion, color, national origin, gender, age, handicapping condition, disability, sex, or any other category protected by applicable law.

3.15. Professional Malpractice Coverage and Other Liability Coverage. Resident/Fellow shall meet and continue to meet all qualifications to participate in Baptist's professional malpractice insurance coverage or programs of self-insurance and any other liability policies, coverages, or programs of self-insurance designated by Baptist, and Resident/Fellow shall attend educational activities to reduce liability insurance costs as reasonably requested by Baptist. Resident/Fellow shall immediately notify Baptist, in writing, of any action taken to limit, suspend, revoke, or otherwise restrict Resident/Fellow's malpractice insurance, coverages or of any investigation whether or not such may lead to an action to revoke, suspend, or impose any limitation respecting the coverage provided hereunder. Should Resident/Fellow be allowed to engage in other employment as described in Section 7 below, then it shall be solely Resident/Fellow's responsibility to secure separate coverage for the other employment.

3.16. Referrals not Required. Both parties acknowledge and agree that neither this Agreement nor the compensation paid hereunder is based on, takes into account, or is contingent upon Resident/Fellow referring patients to any entity affiliated with Baptist Memorial Health Care Corporation.

3.17. Resident/Fellow Participation. Resident/Fellow shall actively participate and assist Baptist and the Program in connection with, but not limited to, preparation for Joint Commission and any other regulatory surveys, utilization review activities, drafting, revising and improving medical staff bylaws, medical staff quality improvement meetings, hospital quality improvement meetings, identification of ways to reduce patient's length of stay, expected mortality meetings, marketing and public relations matters related to patient satisfaction meetings, patient safety meetings, Institute for Healthcare Improvement ("IHI") activities, and establishment of appropriate clinical protocols for the Program.

3.18. Proximity to Program. Resident/Fellow shall maintain a place of residence within thirty (30) minutes of Baptist.

4. FURTHER OBLIGATIONS OF RESIDENT/FELLOW WHEN EMPLOYED AS A FELLOW. If Baptist employs Resident/Fellow solely in the role of a fellow, Fellow agrees to abide by, and continue to abide by during the term of this Agreement, the following additional requirements set forth in this Section 4:

4.1 Fellow understands that Baptist's offer is contingent upon Fellow's continuing compliance with all requirements set forth in Sections 3 and 4 hereof.

4.2 Required clinical education must be completed in:

4.2.1 An ACGME-accredited residency program, an American Osteopathic Association ("AOA")-approved residency program, a program with ACGME International ("ACGME-I") advanced specialty accreditation, or a Royal College of Physicians and Surgeons of Canada ("RCPSC")-accredited or College of Family Physicians of Canada ("CFPC")-accredited residency program located in Canada; and

4.2.2 Fellowship programs must receive verification from the core residency program, of the Fellow's level of competence in the required field upon matriculation using Milestones Evaluations which, for purposes of this Agreement, shall mean the milestone evaluations issued by ACGME, ACGME-I, or the Royal College of Physicians and Surgeons of Canada; or

4.2.3 An ACGME-accredited residency program or an AOA-approved residency program; and

4.2.4 Fellowship programs must receive verification from the core residency program, of each Fellow's level of competence in the required field upon matriculation using ACGME Milestones Evaluations.

4.3 Exception. If permitted by the Program's ACGME Review Committee, the following exception to Section 4.2 will be permitted. The Program may accept an exceptionally qualified international graduate who does not satisfy the eligibility requirements listed in Section 4.2., but who does meet all of the following additional qualifications and conditions:

4.3.1 Evaluation by the program director and fellowship selection committee of Fellow's suitability to enter the Program based on prior training and review of the summative evaluations of training in the core specialty; and

4.3.2 Review and approval of Fellow's exceptional qualifications by the BMME GMEC; and

4.3.3 Verification of ECFMG certification.

4.3.4 Fellows accepted through this exception must have an evaluation of their performance by the CCC within twelve (12) weeks of matriculation.

5. BAPTIST'S OBLIGATIONS.

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5.1 Compensation. Baptist agrees to pay Resident/Fellow for all services rendered by Resident/Fellow under this Agreement according to the terms of Exhibit B.

5.2 Benefits. Baptist agrees to provide its usual and customary benefits to Resident/Fellow during the term of this Agreement. Baptist will provide to Resident/Fellow its benefit offerings in a separate document before execution of this Agreement and at any time Baptist's benefit offerings may change. Resident/Fellow acknowledges that Baptist may revise the benefit offerings on an annual basis (or earlier if required by law), but that the benefit offerings made to Resident/Fellow shall be the usual and customary benefit offerings made to all of Baptist's residents and fellows.

5.3 Baptist shall provide Professional Malpractice Coverage. Baptist will arrange and pay professional malpractice insurance coverage or similar coverage through a group plan or a self-insurance plan for Resident/Fellow for the term of employment, with liability limits of at least one million dollars ($1,000,000) per occurrence/three million dollars ($3,000,000) annual aggregate or the amounts, if greater, required by the medical staff bylaws of hospitals designated by Baptist.

5.4 Working Facilities. Baptist shall provide Resident/Fellow with such office space, staff, supplies, equipment, and services as reasonably necessary for the performance of Resident/Fellow's duties.

5.5 Baptist Policies. All policies, including those concerning Disruptive Behavior; Resident/Fellow Evaluation, Promotion, and Discipline; Due Process; Grievance; Program Closure/Reductions; Resident/Fellow Health (Impairment); Benefits (including health, disability, and liability insurance); Leave of Absence (including vacation, parental, and sick leave as well as the effect of leave on Program completion); Clinical and Education Work Hours; Moonlighting or any alternatively named policy discussing clinical experience, education, and limits placed on the Resident/Fellow's schedule shall be provided to the Resident/Fellow electronically.

5.6 Eligibility for Specialty Board Examinations. Resident/Fellow agrees to discuss his/her eligibility for specialty board examinations with the Program Director at the earliest opportunity. For specific requirements, Resident/Fellow should contact the specialty boards.

6. FEES, CONTRACTING, BILLING, AND COLLECTIONS.

6.1 Rights to Fees. Resident/Fellow specifically agrees that Baptist shall have the right to determine reasonable fees to be charged by Baptist for medical services rendered by Resident/Fellow. All fees, revenues, or payments generated by Resident/Fellow from professional services, including all fees for service, office visits, hospital rounds, emergency department visits, consultations, home health visits, fees for medical directorships, income from reading and testing, income from duties performed pursuant to a contract (i.e., employee physicals), physician coverage of hospital emergency departments, and income from expert testimony, shall be for the benefit and sole property of Baptist unless otherwise assigned to another party.

6.2 Contracting, Billing, and Collections. It is agreed that Resident/Fellow shall have no

authority to act on behalf of or bind Baptist with respect to any contract or agreement. Resident/Fellow hereby appoints Baptist as attorney-in-fact with respect to all contracting, billing, and collection matters to the full extent authorized by law, including the unlimited authority to enter into managed care agreements and oversee the administration of such agreements. Resident/Fellow shall not submit any separate or independent billings to patients, public or private third-party payors or other responsible parties.

7. OTHER EMPLOYMENT AND ACTIVITIES. Resident/Fellow agrees to practice exclusively for, and at the locations specified, by Baptist. Except as permitted by the Baptist Memorial Health Care Graduate Medical Education Moonlighting Policy, Resident/Fellow shall not provide any medical services, either directly or indirectly, in any manner with any person or entity other than Baptist. Resident/Fellow understands and agrees that he/she is required to follow the Moonlighting Policy when participating in any extracurricular clinical activities including but not limited to executing a moonlighting agreement and timely submission of moonlighting activity/work hours. Resident/Fellow will ensure that all hours worked in moonlighting activity will be included in the calculation of total hours worked and that performance of moonlighting activity will not cause the Resident/Fellow to be in violation of time off requirements as established by ACGME. Resident/Fellow acknowledges that violation of this provision will subject Resident/Fellow to disciplinary action, up to and including dismissal from the Program.

8. TERMINATION.

8.1 By Baptist with Cause. This Agreement may be terminated immediately for cause by Baptist upon written notice to Resident/Fellow. The reasons that Baptist may terminate this Agreement with cause include, but are not limited to, the following:

8.1.1 Resident/Fellow's abuse of alcohol and/or drugs.

8.1.2 Resident/Fellow's failure to qualify for or maintain statutory qualifications to practice as a resident or fellow physician in the State; Resident/Fellow's failure or inability to perform required medical duties as a result of any revocation, cancellation, suspension, or restriction of Resident/Fellow's statutory qualifications to practice as a resident or fellow physician in the State; or, Resident/Fellow's failure or inability to perform required medical duties as a result of any other action by a governmental, professional, or similar organization having jurisdiction over Resident/Fellow's practice of medicine.

8.1.3 Termination or restriction of Resident/Fellow's medical staff membership or clinical privileges at Baptist or any other facility.

8.1.4 Any acts by Resident/Fellow, which in Baptist's reasonable discretion, constitute a misdemeanor or felony.

8.1.5 Resident/Fellow's failure to qualify for or maintain qualifications for malpractice insurance coverage required by this Agreement.

8.1.6 Upon material violation by Resident/Fellow of any provisions of this Agreement or the rules, policies, and/or procedures of Baptist and/or any facility to which

Resident/Fellow has been assigned.

8.1.7 Upon repeated failure by Resident/Fellow to meet utilization, performance, efficiency, or quality standards established by Baptist. For purposes of clarity, "repeated" shall mean simply more than one failure.

8.1.8 Upon conduct by Resident/Fellow which is considered by Baptist, in Baptist's sole judgment, to be unethical, unprofessional, fraudulent, unlawful, or adverse to the interest, reputation, or business of Baptist.

8.1.9 Upon total disability of Resident/Fellow or upon inability of Resident/Fellow to perform the duties required hereunder for a designated period in accordance with applicable law and Baptist's employment policies and procedures.

8.1.10 Upon repeated failure by Resident/Fellow to conform and comply with Baptist's professional requirements concerning maintenance of medical records. For purposes of clarity, "repeated" shall mean simply more than one failure.

8.1.11 Upon the determination of Baptist, in Baptist's sole judgment, that Resident/Fellow is not providing adequate patient care or that the health, safety, or welfare of patients is jeopardized by continuing the employment of Resident/Fellow.

8.1.12 Upon exclusion of Resident/Fellow from participation in federal health care programs.

8.1.13 Upon loss of ACGME accreditation by Baptist or the Program, or reduction of ACGME-approved complement.

8.1.14 Upon loss or discontinuation of federal grant funding, if applicable.

8.2 By Baptist without Cause. At the discretion of Baptist, the option may be made to forego renewal of this Agreement. In the event that the decision is made to forego renewal, Baptist will provide the Resident/Fellow with at least four (4) months' notice when possible. The foregoing shall not be construed to require Baptist to provide at least (4) months' notice.

9. RETURN OF BAPTIST PROPERTY. Upon termination, Resident/Fellow shall immediately return any and all property of Baptist including, but not limited to, keys, card keys, identification badges, or other security devices used by Resident/Fellow. Should Resident/Fellow fail to return all of the foregoing, Resident/Fellow shall reimburse Baptist for all costs, including reasonable attorney fees, incurred by Baptist in taking action to require Resident/Fellow to return Baptist's property. Furthermore, Resident/Fellow shall vacate the practice site on the date specified by Baptist and remove all personal effects by that date. Any personal property not removed shall be deemed abandoned by Resident/Fellow and may be disposed of at Baptist's discretion.

10. AGREEMENTS REGARDING PATIENTS AND PATIENT RECORD.

10.1 Baptist's Patients. Upon termination or non-renewal of this Agreement, Resident/Fellow

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shall not contact any patients without Baptist's prior written permission.

10.2 Patient Confidentiality. Any patient information received by Resident/Fellow is privileged and shall not be disclosed except as required or permitted by law. Any disclosure made without the patient's express written permission must be made according to applicable legal requirements and Baptist's rules and regulations. This provision shall survive the termination or expiration of this Agreement.

10.3 Patient Records. All records, including regular and personal files, of patients treated, consulted, served, or interviewed by Resident/Fellow shall belong to and remain the property of Baptist and may be removed only upon Baptist's written consent. Resident/Fellow shall maintain current, accurate, and complete patient records that comply with both governmental and Baptist record keeping requirements. The use and copying of patient records shall be subject to Baptist's permission and conducted according to its rules and regulations.

11. NOTICES. All notices, requests, demands, and other communications required or permitted to be in writing and sent by certified first class mail, postage prepaid, return receipt requested, to:

To Resident/Fellow:

To Baptist:
Baptist Memorial Hospital-North Mississippi
Attn: Administrator and CEO
1100 Belk Boulevard
PO Box 946
Oxford, MS 38655

With a Mandatory Copy to:
Baptist Memorial Health Care
Attn: CLO
350 North Humphreys Blvd.
Memphis, TN 38120

Either party may change said address by giving written notice to the other. Resident/Fellow shall ensure that Program is always made aware of Resident/Fellow's most current address.

12. CHOICE OF LAW, ENTIRE AGREEMENT, ASSIGNMENT, AND WAIVER.

12.1 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Mississippi without reference to the principles of choice and/or conflict of law.

12.2 Entire Agreement and Amendment. This Agreement and its Exhibits constitute the final and complete agreement of the parties and supersedes any previous agreement, promise, negotiation, or representation concerning the subject matter of this Agreement. This Agreement is not being entered into on the basis of or reliance on any promise or representation other than the promises specifically and expressly set forth herein. This Agreement may not be modified or amended except by an instrument in writing signed

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by the parties hereto.

12.3 Assignment. This Agreement and all rights and obligations of Resident/Fellow hereunder are personal to Resident/Fellow and shall not be voluntarily or involuntarily sold, transferred, or assigned by Resident/Fellow. Baptist may assign this Agreement and any or all of its rights, interests, and obligations hereunder to any entity affiliated or associated with Baptist Memorial Health Care Corporation.

12.4 Waiver. No term or condition of this Agreement shall be deemed waived nor shall there be an estoppel against the enforcement of any provision of this Agreement except by written instrument signed by the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated.

12.5 Non-Waiver Breach. Failure to enforce any of the terms and conditions in this Agreement in a particular circumstance shall not be construed as a general waiver or continuing waiver thereof by Baptist. Baptist shall be free to reinstate such term or condition with or without notice to Resident/Fellow, unless and except to the extent that such waiver is provided in writing.

13. MEDICARE ACCESS TO BOOKS AND RECORDS. In the event that Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. § 1395x(v)(1)(I), is applicable to this Agreement, Resident/Fellow agrees with Baptist that until the expiration of four (4) years after the furnishing of the services provided under this Agreement, Resident/Fellow will make available to the Secretary of the United States Department of Health and Human Services (the "Secretary") and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of these services. If Resident/Fellow carries out the duties of this Agreement through a sub-contract, it will also contain an access clause to permit access by the Secretary, the United States Comptroller General, and their representatives to the related organization's books and records. If Baptist is caused a loss of reimbursement or otherwise penalized by reason of Resident/Fellow's failure to cooperate under this section, Resident/Fellow will be responsible for such loss.

14. SEVERABILITY. If any provision of this Agreement is held invalid for any reason, such invalidity shall not affect any other provision of this Agreement.

15. EXCLUSION/DEBARMENT.

15.1 Glossary, for purposes of this provision:

15.1.1 "Ineligible to participate in Federal programs" means to have been excluded, debarred, suspended, or otherwise declared ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs.

15.1.2 "Designated crimes" means program-related crimes; crimes relating to patient abuse; felony conviction relating to health care fraud; or felony conviction relating to controlled substances.

15.2 Resident/Fellow warrants and covenants that Resident/Fellow is eligible to participate in Federal programs and that he/she has not been convicted of any of the designated crimes.

If Resident/Fellow is declared ineligible to participate in Federal programs or is convicted of any of the designated crimes, Resident/Fellow agrees that he/she will immediately notify Baptist of the ineligibility or conviction, and Resident/Fellow furthermore agrees that such ineligibility or conviction shall provide a basis for the immediate termination of this Agreement.

15.3 In the event that Resident/Fellow is or becomes ineligible to participate in Federal programs or is convicted of any of the designated crimes, and such ineligibility or conviction results in Baptist being unable to bill for such goods, services, and/or products or having to reimburse payment received, then Resident/Fellow agrees to reimburse Baptist for the amount that could not be billed or had to be reimbursed for such goods, services, and/or products, plus any interest incurred and any financial penalties imposed that are the direct result of such ineligibility or conviction.

15.4 Resident/Fellow hereby represents and warrants that he/she has not been charged with, arrested for, or convicted of any sex offenses and that at no time has he/she been listed in the national sex offender public registry website coordinated by the United States Department of Justice or any state sex offender registry. Resident/Fellow agrees that he/she will immediately notify Baptist in the event that he/she is charged, arrested, or convicted of any sex offenses or listing of his/her name on any sex offender registry.

15.5 Resident/Fellow hereby represents and warrants that he/she has not been charged with, arrested for or convicted of any offenses related to abuse and that at no time has he/she been listed on any abuse registry maintained by any state. Resident/Fellow agrees that he/she will immediately notify Baptist in the event that he/she is charged, arrested, or convicted of any abuse or listing of his/her name on any abuse registry.

16. STANDARDS OF CONDUCT AND ETHICS. Resident/Fellow has either received a copy of the Baptist Standards of Conduct and Ethics or accessed the applicable HealthStream Learning Module on the Baptist intranet, has read them and agrees to abide by them as a condition of employment with Baptist. Resident/Fellow agrees to either sign a hard copy of the acknowledgement contained in the back of the Standards of Conduct and Ethics, and return it prior to beginning to perform under this Agreement or electronically acknowledge the completion of the online learning at the end of the module. If Resident/Fellow becomes aware of any suspected violation of laws, regulations, or Baptist Standards of Conduct and Ethics during the term of this Agreement, Resident/Fellow agrees to report such to Baptist through Baptist's Compliance Coordinator and/or Officer, the Baptist Helpline/Hotline, Baptist Corporate Compliance, or Baptist Corporate Legal Counsel. Resident/Fellow agrees to routinely, but in no event less than quarterly, review the Standards of Conduct and Ethics to ensure familiarity with same.

17. COMPLIANCE WITH APPLICABLE LAWS.

17.1 The parties expressly acknowledge that it has been and continues to be their intent to comply fully with all applicable federal, state, and local laws, rules, and regulations. It is neither a purpose nor a requirement of this Agreement or any other agreement between the parties to offer or receive any remuneration or benefit of any nature for the referral of, or to solicit, require, induce, or encourage the referral of any patient, item, or business for which payment may be made or sought in whole or in part by Medicare, Medicaid, or

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any other federal or state reimbursement program. This Agreement has been prepared to comply, to the extent possible, with all applicable Safe Harbor regulations and to comply with the Stark Law and all rules and regulations thereunder. All compensation and payments provided hereunder are intended to represent fair market value for the services provided and it is expressly acknowledged that no payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering, arranging for, or recommending the purchasing, leasing, or ordering of any good, service, item, or product for which payment may be made or sought in whole or in part under Medicare, Medicaid, or any other federal or state reimbursement program. In the event of any applicable legislative or regulatory change or action, whether federal or state, that has or would have a significant adverse impact on either party hereto in connection with the performance of services hereunder, or should either party be deemed for any reason in violation of any statute or regulation arising from this Agreement, or should it be determined that this Agreement gives rise to a financial relationship or other relationship under the Stark Act which is not subject to an applicable exception so that referrals between the parties, or billing for such referrals, would be prohibited or restricted by the Stark Act or other state or federal "anti-referral" law, then this Agreement shall be renegotiated to comply with the then current law and, if the parties hereto are unable to reach a mutually agreeable and appropriate modification, either party may terminate this Agreement upon ninety (90) days written notice to the other party.

17.2 The parties acknowledge that in the event Resident/Fellow has multiple contracts with Baptist, all such contracts shall be memorialized in Baptist's then-current contract management system which shall serve as Baptist's "master list" as required by 42 C.F.R §411.357(d).

17.3 The recitals to this Agreement and each of its exhibits are incorporated herein by reference as if set forth verbatim. Any information referenced in this Agreement by citation to an electronic source or by way of a digital link is incorporated herein by reference as if set forth verbatim.

17.4 This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute the Agreement.

17.5 This Agreement may be executed by electronic (.pdf) signature or other digital signing methods consistent with the United States ESIGN Act of 2000, the Uniform Electronic Transactions Act, or such other applicable law and such shall constitute an original for all purposes.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW

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

Baptist

By: _____

Printed Name and Title:
Brian Welton_____
CEO_____
Baptist Memorial Hospital – North Mississippi__

Date: _____

Resident/Fellow

By: _____

Printed Name and Title:
_____
Resident Physician_____
Baptist Memorial Hospital – North Mississippi__

Date: _____

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Exhibit A

RESIDENT/FELLOW'S DUTIES

1. To participate in patient-centered, quality healthcare according to the published program schedule in compliance with ACGME rules, regulations, and requirements and understanding that patient care within Baptist or the assigned hospital is provided twenty-four hours per day, seven days per week by the healthcare team of which the Resident/Fellow will be a part.

2. To develop an individualized learning plan with guidance from the teaching staff.

3. To participate in structured didactic activities.

4. Under physician supervision according to the BMME Trainee Supervision Policy and commensurate with Resident/Fellow's level of advancement and responsibility:

    a. To provide patient care that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health; and

    b. To perform all medical, diagnostic, and surgical procedures considered essential for the area of practice.

5. To demonstrate knowledge of established and evolving biomedical, clinical, epidemiological, and social-behavioral sciences, as well as the application of this knowledge to patient care.

6. To demonstrate the ability to investigate and evaluate the care of assigned patients, to appraise and assimilate scientific evidence, and to continuously improve patient care based on constant self-evaluation and lifelong learning. To that end, Resident/Fellow must demonstrate competence in at least the following:

    a. Identifying strengths, deficiencies, and limits in one's knowledge and expertise;

    b. Setting learning and improvement goals for self;

    c. Identifying and performing appropriate learning activities;

    d. Systematically analyzing practice using quality improvement methods and implementing changes with the goal of practice improvement;

    e. Incorporating feedback and formative evaluation into daily practice;

    f. Locating, appraising, and assimilating evidence from scientific studies related to the assigned patients' health problems;

    g. Using information technology to optimize learning;

    h. Demonstrating compassion, integrity, and respect for others;

    i. Responding to patient needs in a manner that supersedes self-interest;

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j. Respecting patient privacy and autonomy;

k. Being accountable to patients, society, and the profession;

l. Respecting and responding to a broad patient population, including all manifestations of human diversity;

m. Recognizing a need for, and developing a plan for, one's own personal and professional well-being;

n. Appropriately disclosing and managing conflicts or dualities of interest;

o. Effectively communicating with patients, families, and the public, as appropriate, across a broad range of socioeconomic and cultural backgrounds;

p. Effectively communicating with physicians, other health professionals, and health-related agencies;

q. Effectively serving as a member or leader of a health care team or other professional group;

r. Educating patients, families, students, other residents, and other health professionals;

s. Serving in a consultative role to other physicians and health professionals;

t. Maintaining comprehensive, timely, and legible medical records, if applicable;

u. Communicating with patients and families, and partnering with them to assess their care goals, including end-of-life goals when appropriate;

v. Effectively serving in various health care delivery settings and systems relevant to the clinical specialty;

w. Coordinating patient care across the health care continuum and beyond as relevant to the clinical specialty;

x. Advocating for quality patient care and optimal patient care systems;

y. Serving in inter-professional teams to enhance patient safety and improve patient care quality;

z. Identifying system errors and implementing potential systems solutions;

aa. Incorporating considerations of value, cost awareness, delivery and payment, and risk-benefit analysis in patient and/or population-based care as appropriate; and

bb. Comprehending health care finances and its impact on individual patients' health decisions.

7. To advocate for patients within the health care system to achieve the patient's and family's care

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goals, including, when appropriate, end-of-life goals.

8. To participate in institutional activities to the extent required and to assume responsibility for teaching and supervising other residents, fellows, and students.

9. To complete a minimum of one pre-approved scholarly activity that is disseminated within and external to the program through grand rounds, posters, workshops, quality improvement presentations, podium presentations, grant leadership, non-peer-reviewed print/electronic resources, articles or publications, book chapters, textbooks, webinars, service on professional committees, or serving as a journal reviewer, journal editorial board member, or editor of a peer-reviewed publication.

10. To adhere to established practices, policies, and procedures of Baptist, BMME, the Program, and all affiliated hospitals.

11. To engage in the ethical practice of medicine in accordance with all applicable laws, rules and regulations, and applicable standards of care.

12. To cooperate with Baptist's Quality Assurance, Total Quality Assessment, Baptist Patient Safety System, Risk Services, Human Resources, and Compliance programs, including, if necessary, providing interviews, written statements, and participating in any investigation as requested by Baptist.

13. To participate as team members in inter-professional clinical site-sponsored patient safety activities, such as root cause analyses or other activities that include analysis, as a formulation and implementation of actions.

14. To serve in a supervisory role to junior residents or fellows as appropriate during the final year of residency or fellowship.

15. To know the limits of the Resident/Fellow's scope of authority and the circumstances under which the Resident/Fellow is permitted to act with conditional independence.

16. To accept a personal role in:

    a. Providing patient and family-centered care and assuring the safety and welfare of patients entrusted into the Resident/Fellow's care including the responsibility to report unsafe conditions and adverse events.

    b. Assuring Resident/Fellow's fitness for work including time-management and recognition of impairment including from illness, fatigue, and substance use.

17. To alert the program director or other designated personnel when the Resident/Fellow, another resident, fellow, student, faculty member, nurse, nursing assistant, technologist, technician, or other health care provider may be displaying signs of burnout, depression, substance abuse, suicidal ideation, or potential for violence.

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Exhibit B

COMPENSATION

Effective Date:

July 1, 2026

The Resident/Fellow's postgraduate year ("PGY") level will be determined in compliance with the then-current Baptist and BMME policy.

Designated Chief Residents will receive additional compensation of TWO HUNDRED FIFTY DOLLARS ($250) per month during the 2026-2027 academic year.

Effective Date: **July 1, 2026**	**Base Salary** **July 2026 - June 2027**
PGY 1	$63,438
PGY 2	$65,557
PGY 3	$67,677
PGY 4	$70,518
PGY 5	$73,577
PGY 6	$75,806