

**ARKANSAS RURAL MEDICAL PRACTICE  
COMMUNITY MATCH RURAL PHYSICIAN  
RECRUITMENT PROGRAM**

University of Arkansas for Medical Sciences College of Medicine  
4301 West Markham, Little Rock, Arkansas 72205

<p>PROMISSORY NOTE AND CONTRACT for <b><u>RECIPIENT'S NAME</u></b></p>
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This Promissory Note and Contract is made by and between the Arkansas Rural Medical Practice Student Loan and Scholarship Board ("the Board"), **COMMUNITY**, a qualified Arkansas rural community ("the Community") and the Recipient whose name appears hereinafter (referred to herein as "I" or "me" or "maker") for the purpose of paying funds to the recipient on the terms and conditions set forth hereinafter.

**Date:** \_\_\_\_\_ **Amount paid: \$ 80,000.00** **SS#:** \_\_\_\_\_  
Contracting Community: \_\_\_\_\_ County: \_\_\_\_\_

For value received, I, **RECIPIENT'S NAME** of **RECIPIENT'S HOMETOWN, Arkansas** agree to provide the services listed herein to the Community and the Arkansas Rural Medical Practice Student Loan and Scholarship Board in exchange for the sum of \$80,000.00 which I am receiving as a community match income incentive payment under Ark. Code Ann. 6-81-701, et seq., having been most recently amended by Act 1058 §6 of 2007 and Act 708 of 2009, Acts of Arkansas, (collectively referred to hereinafter as "the Statutes") in installments and dates as follows:

The Recipient shall receive an initial payment in the amount of Five Thousand Dollars (\$5,000.00) upon completion of their first three month period of full time service to the Community named herein. Thereafter, the Recipient will receive a payment in the amount of Five Thousand Dollars at the completion of each additional three (3) months of full time service which they provide to the Community up to a maximum amount of Eighty Thousand Dollars (\$80,000.00) for four (4) consecutive years of service.

The Community shall remit Ten Thousand Dollars (\$10,000.00) to UAMS no later than thirty (30) days prior to the beginning of each year of the Recipient's service for a total of four (4) consecutive years. Checks shall be made payable to UAMS and sent directly to the Rural Practice Administrator.

My service shall begin on or about \_\_\_\_\_, 200\_\_.

The income incentive payments shall also be subject to the following terms and conditions:

(1) This income incentive payment is governed by the conditions provided in the Statutes, and case law interpreting the statutes, which are applicable to this income incentive payment and those conditions are hereby incorporated by reference and made a part of this promissory note and contract.

(2) In consideration of this income incentive payment being made to me, I agree and bindingly contract, that I am a graduate of the College of Medicine of the University of Arkansas or any accredited medical school in the United States and that I satisfy one of the following criteria:

(i) I am enrolled in a residency or other training program in an area of primary care medicine or, upon approval of the Board, in a designated specialty; or

(ii) That no more than two (2) years prior to the date of the application, I completed a residency or other training program in an area of primary care medicine or, upon approval of the Board, in a designated specialty.

(3) I further agree and bindingly contract that I desire to practice full time medicine in the qualified Arkansas rural community named herein.

(4) The Community agrees and bindingly contracts, by and through its designated representative, that the qualified Arkansas rural community approves the applicant named herein.

(5) I further agree, bindingly contract and understand that I will practice full time primary care medicine in the Community for a period of four (4) years, or if approved by the Board, I agree to practice a designated specialty full time in the Community for a period of four (4) years.

(6) I further agree, bindingly contract and understand that in the event that I do not engage in the full time practice of medicine under the terms of this contract, or if I otherwise breach this contract, I shall be obligated to repay all unearned income paid under the terms of the contract, any actual costs paid by the community in reliance for the income-incentive-recipient's agreement to practice full time in that community, and any civil money penalties that apply.

(7) I further agree, bindingly contract and understand that the Board may impose civil money penalties up to fifty (50) percent of the principal amount of the income incentive payment as a consequence of the breach.

(8) I also fully recognize and understand, in addition to the aforementioned monetary obligations and penalties, a breach of contract due to my failure to engage in the practice of full-time primary care medicine or a designated specialty approved by the Board in accordance with this written loan contract may result in the suspension of my license to practice medicine in the State of Arkansas. My license may be suspended for a period of years equivalent to the number of years that I am obligated to practice medicine in the Community, but did not so practice, and

until the income incentive payment amount with interest together with any civil money penalties, as reduced by each full year of medical practice according to the terms of this written contract, is paid in full.

- (A) **I, \_\_\_\_\_, hereby acknowledge and attest that the possible suspension of my license to practice medicine in the State of Arkansas as a consequence of my breach of this written contract, as described herein. I further attest to the fact that I was allowed to ask the Board any questions I had regarding the terms of the contract and any consequences of a breach of said contract. I was further encouraged and allowed, by the board, to consult with an attorney of my choosing regarding the terms of this contract before I executed the same.**
- (B) I acknowledge and understand that any communication from the College of Medicine with any state medical licensing Board shall include a notation that I have a contract with the State of Arkansas to practice primary care medicine or an approved designated specialty in a qualified rural community and breach of that contract may result in suspension of my Arkansas medical license. I further acknowledge and understand that Board may notify or provide information to any medical licensing boards within the United States regarding my obligations under this contract, any breach on my part of the terms of this contract and any penalties, interest or suspensions of my license which may have been assessed as a result of my failure to complete the obligations I have agreed to under this contract.
- (9) I further agree, bindingly contract and understand that no interest shall accrue, nor shall any obligation to repay the principal sums accrue, during any one (1) period of time that I involuntarily serve on active duty in the United States armed forces.
- (10) I further agree, bindingly contract and understand that in the event of my death, any unearned income paid under the terms of the community match contract is due and payable.
- (11) I hereby acknowledge that no promise, representation or warranty whatsoever has been made to me by the Board or the Community other than that which is included in this contract. I further acknowledge that I have been advised that any agreement made between the Community and I, other than the terms expressly stated in this contract, shall be in writing and included as an addendum to this contract. I also hereby acknowledge that I have been advised that the award of any additional income incentive payments shall be dependent upon the terms and conditions of the Statutes and the availability of funds for this purpose.

(12) Repayment of this income incentive payment, as to principal and accrued interest, including any applicable civil penalties, is to be made to the Treasurer, University of Arkansas for Medical Sciences, Little Rock, Arkansas, in lawful money of the United States, PROVIDED, however,

(13) In the event that I do not engage in the full time practice of primary care medicine in accordance with the terms of my contract, I shall be obligated to repay the unearned income incentive payments received, together with interest, at the maximum rate allowed by Arkansas law, or the federal discount rate plus five (5%) percent per annum, whichever is the lesser, the interest to accrue from the date each payment of funds was received.

As maker of this contract and note, I waive presentment, demand, notice, protest, and all other demands and notices in connection with the delivery, acceptance, performance, default, or enforcement of this note and contract. The holder of this note shall not by any act, omission, or otherwise be deemed to have waived any of its rights and/or remedies hereunder unless such waiver be in writing and signed by the holder, and then only to the extent set forth in writing. A waiver on any one occasion shall not be construed as a bar to or waiver of any such rights and/or remedies on any future occasion. This note and contract may not be amended except in writing agreed to by the holder and recipient. It is further agreed that any action for breach of this contract shall be maintained solely in Pulaski County, Arkansas.

I understand and agree that my obligation to practice primary care medicine full time in the Community, or to repay this income incentive payment as stated in lieu thereof, shall not be diminished in any way if further income incentive payment or income incentive payments under this program shall not be made to me.

I understand that the Board is required to track recipients of rural medical practice loans and income incentive payments and community match contracts for the length of their contractual obligations and make an annual report to the Governor regarding the compliance of those recipients. I will keep the UAMS Student Financial Services office and the Administrator of the Board advised of any name or address changes, and/or changes in my medical training status.

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Applicant's Signature

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Date

ARKANSAS RURAL MEDICAL PRACTICE STUDENT LOAN  
AND SCHOLARSHIP BOARD  
COMMUNITY MATCH RURAL PHYSICIAN RECRUITMENT PROGRAM

The Arkansas Rural Medical Practice Student Loan and Scholarship Board and the contracting rural community hereby covenants and agrees to make the income payment which is represented by the Promissory Note and Contract of the borrower, shown herein. The Board agrees to administer this income incentive payment, its collection, and/or conversion into a grant in lieu of repayment in money, according to the terms and conditions of the Statutes.

(1) \_\_\_\_\_  
Signature of Chair, Rural Practice Board Date

(2) \_\_\_\_\_  
Signature of Secretary, Rural Practice Board Date

(3) \_\_\_\_\_  
Signature of Community Representative/Designee Date

Print contracting community name, designee name and title:

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