

TTUHSC SCHOOL OF MEDICINE
PHYSICIAN EMPLOYMENT AGREEMENT

This Physician Employment Agreement ("Agreement") is entered into at City Name (City), County Name County, Texas by and between Physician Name ("Physician") and Texas Tech University Health Sciences Center on behalf of its School of Medicine ("University").

RECITALS

WHEREAS, University desires to employ Physician as a faculty member (non-tenure track) at the rank of Rank, position class code Class Code, in the Department of Department Name in Campus Name (*campus*) to provide the benefits of Physician's expertise to include, but not be limited to, teaching, research, service, clinical practice and generally improving access to quality health care to patients, including the poor and disadvantaged; and,

WHEREAS, Physician desires to be employed by University for the purpose of providing the above described services; and,

WHEREAS, Physician understands and acknowledges the critical importance of University's need to promote and maintain quality professional medical care, to maintain high standards of patient care and patient relations, to maintain accreditation and licensing with both governmental agencies and private entities, and to strengthen University's responsibilities of teaching, research, service and patient care activities in its mission of educating and training medical students and residents,

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth below, University and Physician covenant and agree as follows:

I. DUTIES

1.1 Duties. Physician agrees to engage in the full-time duties as a medical practitioner and faculty member of University, maintaining the highest principles of medical ethics. Physician also agrees to comply with the rules, regulations, policies and procedures of University; the Department(s) of appointment; and the Medical Practice Income Plan ("MPIP"); and, to devote his/her best professional efforts to the provision of medical care, clinical services, research and educational activities as directed by University.

1.2 Competition with University. Physician agrees that during the period of appointment/employment s/he shall not engage in any other gainful medical practice or competitive activity of any type or do anything which would disadvantage University, without the prior written consent of University.

1.3 Applications. Physician agrees to provide complete, accurate and current information on all applications for employment and credentialing as deemed necessary by University. In the event Physician fails to (i) be credentialed by University's affiliated hospital(s) within sixty (60) days of the commencement of the Term of this Agreement, as determined by the Dean of the School of Medicine ("Dean") or (ii) receive or maintain privileges at University's affiliated hospital(s), if applicable, the Physician agrees this Agreement will become null and void and Physician shall waive all rights under TTUHSC Operating Policy 60.03.

1.4 Re-Structure of Duties. Physician acknowledges that the University may, as it deems necessary, re-define or re-structure the Physician's area(s) of duty or department(s) of appointment.

1.5 Independent Judgment of Physician. In meeting the above conditions, Physician shall be free to exercise his/her own independent professional judgment regarding the treatment of any particular patient. University shall not interfere with the traditional physician-patient relationship and at all times will permit Physician to exercise his/her own medical judgment in the evaluation and treatment of patients.

II. SPECIFIC DUTIES

2.1 The Chair of the Department of Department Name, or subsequent Department of appointment, will direct the general and specific duties and assignments to be performed by Physician. In the event Physician has a dual appointment in more than one department, the Dean shall determine the primary department of appointment for professional and administrative purposes.

III. TERM

3.1 This Agreement shall commence Starting Month and Day, 20Year, and end August 31, 20Year. This term of appointment is subject to an additional twelve (12)-month period of non-competition referred to in Article VIII hereinbelow. University's academic year runs from September 1 – August 31, and all faculty appointments, unless otherwise specified in this Agreement, run through August 31 in accordance with TTUHSC Operating Policy 60.01. An appointment which begins after September 1 will not count toward an academic year. For purposes of calculating appointments made after September 1, time will begin to run on September 1 of the academic year following appointment. Physician acknowledges that appointment is based on the academic year, and for notice purposes referenced hereinbelow, the same shall apply.

Separate and apart from the Physician Employment Agreement, Physician agrees to annually sign and return the State of Texas-mandated Faculty Memorandum of Appointment Non-Tenure Acquiring Rank, which applies to all Texas faculty on non-tenure track (see HSC OP 60.08), unless before the date for reappointment, either Party provides the other with written notice of separation or non-reappointment, as set forth in Article V hereinbelow. Refusal or failure to timely sign and return the Faculty Memorandum of Appointment Non-Tenure Acquiring Rank promulgated by state law shall be deemed as timely notice to the University of Physician's resignation. Physician acknowledges that failure to sign the Faculty Memorandum for Non-Tenure Acquiring Rank subjects the Physician to damages as outlined in Article V hereinbelow.

IV. COMPENSATION

4.1 Salary. During the term of this Agreement, annual salary for the first year in the amount of \$Salary shall be pro-rated and paid on a monthly basis subject to such withholding as may be required by applicable federal or state law, or as authorized by Physician, and pro-rated for partial years or months during the term of this Agreement. Physician understands the salary may be paid from a number of funding sources by University. Salary for subsequent years of employment will be established annually by the Dean or his/her designee. For payroll purposes, salary and benefits must come from funds currently available in the fiscal year. The salary indicated above may include compensation in addition to the base salary. During the term of this appointment and upon written notice, the University may reduce or eliminate such additional compensation based on the following, including but not limited to, (1) if University does not receive grant or contract funds supporting the compensation, and/or (2) if delegated duties or responsibilities cease, for which a current stipend is paid.

4.2 Augmentation and/or Special Augmentation. In addition to salary, Physician may be eligible for augmentation and special augmentation, also referred to as bonuses, which constitute other compensation. Augmentation is derived from monies in the TTUHSC School of Medicine MPIP. Any and all augmentation is discretionary and not guaranteed, as set forth in the MPIP Bylaws and departmental policies in effect at that time.

4.3 Benefits. Benefits shall be provided in accordance with State of Texas law and University policy. Current estimated benefits are outlined in the "Faculty Benefit Statement," along with any subsequent addenda, if applicable, which is included herein as Attachment "A," and incorporated herein by reference. Benefits may be changed from time to time as mandated by the State of Texas or as determined by University policy.

V. SEPARATION

5.1.1 The Rules and Regulations of the TTUHSC of the Texas Tech University System. Non-reappointment of faculty shall be governed by TTUHSC Operating Policy 60.03.

5.1.2 Non-reappointment. Faculty appointments in the non-tenure track shall be reviewed annually by the Chair and the Dean, respectively. If applicable, University must give notice of non-reappointment to full-time faculty no less than four months prior to August 31 of each year, i.e., no later than April 30. After a period of five academic years of service in the full-time non-tenure track at the Assistant Professor, Associate Professor or Professor level, a notice of non-reappointment will be issued no less than 12 months prior to the date of separation, as outlined in TTUHSC Operating Policy 60.03.

5.1.2.1 In the event the University provides Physician with notice of non-reappointment, this Agreement shall terminate, without further notice, at the expiration of the faculty appointment.

5.2.1 Notice of Resignation. Physician shall give written notice of resignation to University, through the applicable Chair and Dean, a minimum of four (4) months prior to the termination date of this Agreement, which is the end of the academic year, i.e., no later than April 30 of the year the term of the Agreement ends or any renewals/extensions. Following appropriate notice, each party shall continue to fulfill their respective obligations under this Agreement for the remainder of the term.

5.2.2 Damages for Failure to Fulfill Term or to Timely Notify. If Physician fails to fulfill the term of this Agreement or, as noted in Section 5.2.1 above, if Physician fails to give timely, written notice to the Chair and/or Dean of his/her intention to resign before the current term of the Agreement ends, Physician acknowledges University would suffer monetary loss and damage, which loss and damage is, and would be, difficult, if not impossible, to estimate. Physician agrees that should such a failure to provide timely notice occur, that, in addition to all other remedies available to University, Physician shall be liable for liquidated damages to University as follows: (1) an amount equal to the net salary which s/he would receive from University had s/he completed his/her employment under the Agreement; and, (2) all travel, relocation, moving, recruitment, start-up and continuing medical education expenses provided by University from initial date of appointment. For purposes of determining the term of the Agreement, all academic appointments are considered to run through August 31 of the then current academic year. This section shall apply irrespective of Articles VI and VIII hereinbelow.

5.2.3 Forfeiture Resulting from Failure to Timely Notify. Notwithstanding Section 5.2.2 hereinabove, if Physician fails to give timely, written notice of resignation as provided in Section 5.2.1, s/he shall forfeit augmentation, special augmentation or bonuses then available for disbursement, if any, effective from the date of notice of resignation to the last day of employment.

5.3 Damages. Physician shall refund, reimburse, and pay University in full any and all liquidated damages under this Agreement within sixty (60) days of separation from University (see Section 5.2.2.). Failure to timely refund, reimburse or pay any monies or liquidated damages owing University, which results in legal action, will subject Physician to all costs associated with the collection thereof including, but not limited to, interest, court costs, expenses and attorney's fees.

5.4 Exception to Refund. In the event University gives notice of non-reappointment as provided in Section 5.1.2 above, Physician shall not be required to pay the damages described in Sections 5.2.2 or 5.3 herein.

VI. TERMINATION OF AGREEMENT

6.1 University may terminate this Agreement for cause for any of the following including, but not limited to, Physician's failure to maintain an accepted quality of medical care as determined by University; Physician's failure to maintain a current unrestricted license to practice medicine in the state of Texas; Physician's failure to maintain a current unrestricted license to prescribe controlled substances; Physician's failure to maintain board certification in the area(s) of Physician's specialty; Physician's failure to maintain

medical staff appointments and privileges as required by University; Physician's disruptive conduct in the workplace; Physician's failure to conduct himself/herself with professional decorum; any sanction imposed on Physician as a result of the commission of any felony or misdemeanor involving moral turpitude; or Physician's failure to maintain provider status, i.e., "exclusion" by Medicaid, Medicare or other third party payers and managed care plans designated by University. Other grounds for dismissal for cause are referenced in TTUHSC Operating Policy 60.03. As noted in Section 1.3 hereinabove, if Physician is not credentialed by affiliated hospital(s), this Agreement is deemed null and void.

VII. CONFIDENTIALITY

7.1 Physician acknowledges that University has, and will have, confidential information including, but not limited to, the following: peer review and quality assurance information, inventions, equipment, products, prices, costs, discounts, future plans, business affairs, trade secrets, technical matters, patient lists, copyrights and other information which are valuable, special and unique assets of University. Physician agrees that s/he will not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate in any manner any information to any third party or use such information in any manner without the prior written consent of University or unless required by applicable federal or state law. Physician shall, in accordance with applicable federal or state law, retain the right to disclose information for research purposes without prior written approval. Physician will protect the information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement and will entitle University to seek legal and/or equitable relief. Damages to University which result in legal action will subject Physician to all costs associated with the collection thereof, including, but not limited to, interest, court costs, expenses and attorney's fees. The confidentiality terms of this Agreement shall survive the termination of this Agreement and/or Physician's buy-out of the Covenant.

VIII. COVENANT NOT TO COMPETE

8.1 Ancillary Agreement. Physician and University acknowledge and agree that this Covenant Not to Compete ("Covenant"), set forth in Article VIII, is ancillary to the Physician Employment Agreement.

8.2 Geographic Area of Non-competition. The geographic area which applies to the terms of this Covenant is a five (5)-mile radius from the location(s) where Physician primarily practiced before Physician's separation from University (the geographic area which applies to the terms of the Covenant is hereinafter referred to as the "Territory").

8.3 Consideration of Physician. Physician acknowledges and agrees that s/he will receive the benefits of practicing medicine in an academic setting, which will include community good will from the association with University. During the course of employment, Physician will treat patients secured by University effort, referrals and investment. In addition, Physician will be given access by University to information unique to University including, but not limited to, trade secrets; inventions; copyrights; patents; proprietary information not otherwise accessible to the general medical population; products; prices; costs; discounts; matters dealing with confidential business affairs; specialized training; knowledge of confidential, administrative decisions and practices; operating policies; confidential strategic planning; and the expenditure of public funds on his/her behalf. In addition, Physician may receive a multi-year contract, thus ensuring stability of employment for Physician for a period of time with University. In exchange for receiving these aforementioned benefits from University, Physician agrees to enter into the Covenant with University, as set forth in this Article VIII.

8.4 Consideration of University. Physician hereby acknowledges and agrees that as an institution of higher education of the state of Texas, University is engaged in educating and training medical students and residents and in providing health care in University's geographic location. In this endeavor, University provides benefits to the citizens of its geographic area by making available to them health care services in addition to those provided by other professionals in private practice, which services are provided by professionals possessing the skill and knowledge requisite to be admitted to the faculty of University, and therefore allowing the faculty to maintain and improve its collective skills and knowledge in the diagnosis, treatment and care of patients and in the practice of medical arts generally and by providing an opportunity

for residents and medical students to observe and participate in quality medical care as an essential part of their training and education. Having acknowledged these benefits accruing from University's ongoing activities, and for and in consideration of the mutual covenants and conditions set forth below, Physician and University covenant and agree to enter into the Covenant, as set forth in this Article VIII.

8.5 Covenant Not to Compete. University invests significant amounts of time, money and effort in recruiting health care professionals to the faculty of the University. It is essential to the University to maintain faculty members and physicians representative of the various specialties and sub-specialties of the medical arts, in order to meet the various demands of the citizens in University's geographic location for health care services, and in order to provide to the students and residents of University quality education and training in the medical arts in general and in the various specialties and sub-specialties of the medical arts, in particular. If Physician, for any reason, resigns from employment with University anytime within the term of this Agreement and any extensions thereof, but Physician continues to practice his/her health care specialty or sub-specialty in the Territory, then Physician would cause irreparable harm and damage to University in that, due to the limited number of patients in the geographic area, such practice by Physician would substantially decrease the number of available patients served by University which would, in turn, lessen the quality of the medical education and training available to residents and medical students of University. In addition, if Physician is allowed to engage in such practice, Physician will have less incentive to continue his/her relationship with University, which would reduce the number of University faculty and, thus, lessen the quality of the medical education and training provided by University. University would be irreparably harmed and damaged if Physician is allowed to engage in such practice, in that Physician will have an incentive to leave University before University has had the opportunity to recover the time, effort and expense invested in recruiting Physician and establishing Physician and his/her practice in the Territory, which would deplete the University's resources available for recruitment of additional professionals and for other support of University's educational efforts. Consequently, if Physician were to practice and compete in the Territory, such activity would subject University to irreparable harm and damage.

8.6 Terms of Covenant Not to Compete. Physician acknowledges and agrees that for a period of twelve (12) months from the date of the expiration or termination of this Agreement (the "Period of Non-Competition") s/he is prohibited directly or indirectly, as a solo practitioner, employee, employer, agent, principal, proprietor, partner, shareholder, consultant, director, or corporate officer, from engaging in any business or rendering any services having to do with the provision or performance of the types of medical services and/or area of specialty practice Physician provided to patients or to University during the term of this Agreement that is or would be in competition with University within the Territory. Failure on the part of Physician to strictly adhere to the requirements of the Period of Non-Competition and Territory limitations shall constitute a material breach of the Covenant.

8.7 Buy-Out of the Covenant Not to Compete. Physician may buy out as this Covenant for an amount equal to Physician's total annual salary and wages during the immediate past twelve (12) months of service to University as of the date of termination of the Agreement or separation from employment. This Section applies irrespective of Articles V and VI herein, respectively. Failure to timely pay the buy-out amount of this Covenant, which results in legal action, will subject Physician to liability for all costs associated with the collection thereof including, but not limited to, interest, court costs, expenses and attorney's fees. Physician acknowledges that the amounts of the Covenant buy-out provisions are reasonable.

8.8 Arbitration. As an agency of the State of Texas, University is not subject to mandatory arbitration.

8.9 Exception to Covenant Not To Compete. This Covenant shall be void and unenforceable against Physician if Physician is involuntarily discharged employment without good cause. "Good cause" is defined as a reasonable basis for discharge of Physician from employment that is directly related to Physician's conduct, including Physician's conduct on the job or otherwise, job performance, and employment record.

8.10 Non-solicitation of Employees. Physician understands and agrees that any attempt on Physician's part to induce others to leave University's employ, or any effort by Physician to interfere with University's relationship with other employees would be harmful and damaging to University. Physician agrees that

during the term of this Agreement and for one year thereafter, Physician will not solicit, entice, take away or employ any person employed with University without the express written consent of University. This provision shall survive the termination of this Agreement and/or Physician's buy-out of the Covenant.

8.11 Injunctive Relief. University and Physician agree that irreparable harm and damage will be done to University in the event that Physician fails to pay the buy-out described in Section 8.7 and competes with University during the Period of Non-Competition within the Territory as specified in this Article VIII in violation of the Covenant. Therefore, the parties agree and stipulate that University may also seek restraint of Physician's practice by injunctive order, granted by a court of competent jurisdiction without any bond required or posted.

8.12 Survival. University and Physician agree that this Article VIII shall survive termination of this Agreement.

IX. WAIVER

9.1 The Dean, at his/her sole discretion may, by written instrument, waive the restriction on competition and/or the notice of separation requirements.

X. VACATION AND SICK LEAVE

10.1 Physician shall earn vacation and sick leave as provided by state law and University policy. Vacation leave must be taken at a time mutually convenient to University and Physician and must be approved in writing and in advance by the Department Chair/Dean. In addition, all leave must be reported and approved in accordance with state law and University policy.

XI. MEMBERSHIP IN MEDICAL PRACTICE INCOME PLAN AND REVENUES FROM PHYSICIAN'S SERVICES

11.1 Execution of the MPIP agreements, which are included as Attachments "B-1" and "B-2", respectively, and incorporated herein by reference, is required as a condition precedent to employment, and such attachments shall be executed simultaneously with this Agreement.

11.2 All revenues generated by Physician for services under this Agreement shall belong to University, including but not limited to clinical, grant and research funds, whether paid directly to University or Physician. University shall bill and collect for all services provided by Physician hereunder. Physician agrees upon request by University, to render an accounting of all transactions relating to practice as a physician during the course of employment hereunder. Physician shall not, under any circumstances, seek compensation directly from patients or third parties for services provided hereunder, but shall look solely to University for payment for such services. Physician shall cooperate with University in executing all certifications, forms and other instruments necessary to ensure such revenues are paid to University.

11.3 Physician may not engage in patient care activities, including, but not limited to, clinical activities, research activities, and administrative activities involving the practice of medicine, on behalf of any person or organization other than University, unless Physician has prior written approval from the Department Chair, the Regional Dean (if applicable), and the Dean of the School of Medicine.

XII. TERMINATION FOR DISABILITY

12.1 University shall have the ability to terminate this Agreement if, at any time during his University faculty appointment, Physician becomes permanently disabled and, in the opinion of University, is no longer able to perform the essential functions of the position with or without reasonable accommodation.

XIII. COMPLIANCE WITH UNIVERSITY RULES

13.1 Physician agrees to comply with all University rules, regulations, policies, procedures and state and federal laws. Physician recognizes his/her responsibility to obtain and become familiar with such rules, regulations, policies, procedures and applicable laws.

XIV. CONFLICT OF INTEREST

14.1 Physician shall adhere to and abide by all statutes, laws, TTU System *Regents' Rules*, and University policies including, but not limited to, conflicts of interest or the appearance of impropriety. Prior to engaging in any activity which might be considered by a University official as a conflict of interest or improper, Physician shall first disclose the matter to the department Chair and Dean to obtain a determination regarding whether such activity complies with institutional principles.

XV. LICENSURE AND CERTIFICATION

15.1 Physician shall obtain and maintain a permanent, unrestricted medical license from the Texas Medical Board. If at the time Physician is appointed as a faculty and does not have a current unrestricted Texas medical license but receives a temporary faculty license, s/he must obtain from the Texas Medical Board a permanent, unrestricted Texas medical license no later than Date for Obtaining Licensure. Furthermore, Physician shall obtain and/or maintain board certification by the nationally recognized U.S. board of specialization in his/her field, as determined by the department Chair and relative to the position for which the Physician is employed by University. In addition Physician agrees at all times during the term of this Agreement, the Physician shall: (a) obtain in due course and maintain in good standing an appropriate category of medical staff membership and privileges at such hospital(s) as may be reasonably designated by University; (b) maintain status as a Medicare and Medicaid provider physician; (c) hold and maintain registration by the federal Drug Enforcement Administration to dispense and administer controlled substances; and (d) maintain the status of a provider physician under the health insurance/managed care plans in which University participates. The University faculty appointment and continued employment with University is contingent upon having a Texas license, appropriate board certification, a current unrestricted license to prescribe controlled substances; provider status with Medicaid, Medicare and other third party payers and managed care plans designated by University, and applicable hospital and medical staff privileges (see Sections 1.3 and 6.1).

XVI. PATIENT MATTERS AND SUPERVISION

16.1 Continuation of Patient Care. Physician signing a Covenant will not be prohibited from providing continuing care and treatment to a specific patient or patients during the course of an acute illness even after this Agreement or employment has been terminated.

16.2 Patient Lists. Physician signing a Covenant will not be denied access to a list of patients whom s/he has treated within one year of separation from University. Upon submitting a written request to the Dean, Physician signing a Covenant will be given access to this information. Except by mutual consent of the Parties to the Agreement, this request shall not require such list or medical records, referred to in Section 17.3 hereinbelow, to be provided in a format different from that by which such records are maintained.

16.3 Patient Medical Records. Upon written authorization of the patient, Physician will be given access to medical records of Physician's patients. Copies will be provided for a reasonable fee as established by the Texas Medical Board under the Medical Practice Act, Section 159.008, Texas Occupations Code.

16.4 Documentation Requirements. Physician agrees to comply with all federal and state laws, regulations, and requirements for documentation by teaching physicians for the purposes of billing third party payers. Physician shall keep and maintain (or cause to be kept and maintained) in a timely fashion and in accordance with University policy accurate and appropriate records relating to all professional services rendered by the Physician under this Agreement and timely prepare and attend to, in connection with such

services, all reports, claims and correspondence necessary and appropriate in the circumstances, or as the University may from time to time require.

16.5 Supervision. If Physician's duties include training or supervision of any medical students, medical residents, or fellows, or other persons in a training capacity, Physician will provide such training or supervision in a manner consistent with LCME standards, ACGME standards, federal and state reimbursement rules and other rules, the bylaws and program requirements of the applicable training institutions, and the applicable policies of University. If Physician's duties include the training or supervision of non-physician providers (nurse practitioners, CRNAs, physician assistants, and others), Physician will provide such supervision according to applicable standards of care, Texas Medical Board rules and regulations, and requirements of the facility or institution where such training or supervision is to occur. Physician will not enter into any training or supervisory relationship without the prior written approval of University and the institution where such training or supervision is to occur.

XVII. RETURN OF PROPERTY

17.1 Property of University. Upon termination of employment, Physician agrees to deliver to University all University property including, but not limited to, keys, records, notes, data, modems, supplies, and electronic and other equipment of any nature in Physician's possession or under Physician's control, all of which is University property or related to University business.

XVIII. OTHER PROVISIONS

18.1 Entirety. This written Agreement, including the Covenant and any attachments incorporated herein by reference, contains the entire Agreement between the Parties and supersedes any and all other agreements between the Parties concerning the subject matter of this Agreement. The Parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery of this Agreement, except such representations as are specifically set forth in this Agreement, and each of the Parties acknowledges that such Party has relied on his/her own judgment in entering into the Agreement. The Parties further acknowledge that any statements or representations that may have previously been made by either of them, or their representatives, to the other are void and of no effect and that neither of them has relied thereon in connection with such Party's dealings with the other.

18.2 Amendment. This Agreement, including the Covenant and any attachments incorporated herein by reference, may be modified or amended only if such amendment is made in writing and signed and dated by the signatory Parties hereto, or their designees.

18.3 Severability. This Agreement, including the Covenant and any attachments incorporated herein by reference, shall be enforceable to the fullest extent permitted by law, and, if for any reason any portion of this Agreement is held invalid, such invalidity shall not affect the enforceability of the Agreement as limited or modified by a court of competent jurisdiction.

18.4 Waiver. The failure of either Party to enforce any provision of this Agreement, including the Covenant or any attachments incorporated herein by reference, shall not be construed as a waiver or limitation on that Party's right to subsequently enforce and compel compliance with every provision of this Agreement.

18.5 Jurisdiction and Venue. This Agreement, including the Covenant and any attachments incorporated herein by reference, shall be governed by the laws of the state of Texas, and venue of any dispute shall be in Lubbock County, Texas.

18.6 Notice. Physician shall at all times during his employment have on file in the clinical department and the Department of Human Resources a current mailing address (street address and, if applicable, post office box number). All notices required under this Agreement, including the Covenant, shall be in writing

and shall be deemed delivered when delivered in person; deposited in the United States mail, certified, return receipt requested; or delivered by overnight express mail, addressed as follows:

UNIVERSITY:

Texas Tech University Health Sciences Center
School of Medicine
ATTENTION: Dean
3601 4th Street, Stop 6207
Lubbock, Texas 79430

PHYSICIAN: *(insert address)*

Name, MD/DO
Mailing Address
City, State Zip
Email Address

18.7 Change of Address. The Parties' addresses may be changed from time to time by providing written notice in the manner set forth above (see Section 18.6).

18.8 Understanding of Agreement. Physician acknowledges that s/he has had the opportunity to consult with legal counsel, as desired, has read and understands this Agreement, including the Covenant, the terms and conditions contained herein, and the attachments incorporated herein by reference.

18.9 Effective Date of Agreement. The effective date of this Agreement, including the Covenant, shall be the date appearing above in Article III "Term", unless otherwise amended in writing by the Parties.

18.10 E-Signatures. This Agreement may be executed in two or more counterparts, each of which are deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, have the same effect as physical delivery of the paper document bearing the original signature.

[Signature page follows]

**TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
SCHOOL OF MEDICINE**

I have reviewed and agree with the employment agreement as stated and have initialed any changes or additions, which have been discussed and agreed to by the Physician, department chair, Regional Dean (if applicable) and the Dean of the School of Medicine.

BY: _____
PHYSICIAN

DATE

BY: _____
DEPARTMENT CHAIR

DATE

BY: _____
REGIONAL DEAN (IF APPLICABLE)

DATE

BY: _____
JOHN C. DETOLEDO, M.D.
DEAN, SCHOOL OF MEDICINE

DATE

BY: _____
LORI RICE-SPEARMAN, PhD, PRESIDENT
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
(IF APPLICABLE)

DATE

Estimated Faculty Benefits/Compensation Statement

Name: Name, MD/DO

DIRECT COMPENSATION

Calculations Based on Full-time Compensation¹ of: \$ _____

Estimated Employer Contribution to Retirement² \$ _____

TOTAL DIRECT COMPENSATION \$ _____

Professional Development \$ _____
(Prorated based on the academic year)

Additional Support:

(If none of the below apply, delete all additional support lines. DO NOT delete the additional language at the bottom [¹The direct compensation indicated above..., OR the 'Attachment "A"'].)

*Starting bonus (if applicable; gross amount before tax and deductions) \$ _____
One-time bonus payable at the first regular pay period following the start of employment (if before the 15th day of the month)

Reimbursement of relocation and moving expenses not to exceed \$ _____
(Moving expense reimbursement/coverage is a taxable employee benefit by the IRS and must align with OP 72.18)

¹The direct compensation indicated above may include compensation in addition to the base salary. During the term of this appointment and upon written notice, the University may reduce or eliminate such additional compensation based on the following, including but not limited to, (1) if University does not receive grant or contract funds supporting the compensation, and/or (2) if delegated duties/responsibilities cease, for which a current stipend is paid.

² Amounts listed are best estimates based upon information available at the time of the estimate and are not intended to be a guarantee of a certain amount.

Attachment "A"

SPECIAL POWER OF ATTORNEY

Medical Practice Income Plan **TTUHSC School of Medicine**

STATE OF TEXAS

COUNTY OF County Name

Know all men by these presents that I, Faculty Member Name (Name), a Faculty and/or Provider of Professional Services at Texas Tech University Health Sciences Center (TTUHSC) School of Medicine, of said state and county, have made, constituted and appointed, and hereby do make, constitute and APPOINT the Fiscal Manager for the Medical Practice Income Plan (MPIP), and/or designee, my true and lawful attorney, for me and in my name to receive all electronic transfers, endorse and negotiate all checks, drafts, bills of exchange, notes or other commercial paper, payable to me or to my order, or which may require my endorsement, received in my name for all professional services rendered by me while employed at the TTUHSC School of Medicine, giving and GRANTING unto my said attorney full power and authority to do and perform all and every act necessary to be done to carry out the above mentioned duties as fully, to all intents and purposes, as I might or could do if personally present. I further AGREE and represent to those dealing with my said attorney in fact that this Special Power of Attorney may be voluntarily revoked in writing alone by revocation filed with the Dean of the TTUHSC School of Medicine, Lubbock County, Texas.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND ON

(Date)

Signed by: _____
FACULTY/PROVIDER (Signature)

(Printed Name)

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

This document was ACKNOWLEDGED before me on _____
(Date)

(Signature of Notary)

(Printed Name)

Notary Public in and for
The State of _____
My commission expires: _____

ATTACHMENT "B-1"

ASSIGNMENT AND PLAN AGREEMENT

Medical Practice Income Plan **TTUHSC School of Medicine**

I, Faculty Member Name (*Name*) a Faculty/Provider of Professional Services at the Texas Tech University Health Sciences Center (TTUHSC) School of Medicine, as a condition of my employment by TTUHSC, hereby ASSIGN to the Medical Practice Income Plan (MPIP) Trust Fund all professional fees for my professional activities and patient care, except those specifically exempted by the Plan. I understand and agree that TTUHSC will own and control all collections or billings arising from the delivery of medical services by me (unless assigned by TTUHSC), and TTUHSC will determine the fees to be charged for the professional services rendered by me. All revenues generated by me for my professional activities shall belong to TTUHSC, whether paid directly to TTUHSC or me. I hereby assign to TTUHSC the right to bill any third-party payer for professional services as well as the right to receive all payments or collections derived from such billings.

I further AGREE that all electronic funds, monies received by me, or other accrued credits resulting from my professional activities will be promptly remitted to the School of Medicine MPIP Business Office. It is expressly understood that this Assignment and Plan Agreement (Assignment) does not apply to salary received from TTUHSC or to reimbursement of actual expenses incurred under the Plan.

Further, I AGREE to comply with the MPIP Bylaws, AMA Code of Ethics and the TTUHSC Operating Policies and Procedures.

This Assignment will terminate when my membership in the Plan ends.

As indicated by my spouse's signature below, if applicable, the undersigned joins this Assignment in acknowledging that such Assignment and Plan Agreement is binding on the marital community pursuant to Texas law.

CHAIR/REGIONAL CHAIR *Date*

(*Printed Name, if applicable*)

FISCAL MANAGER *Date*

(*Printed Name, if applicable*)

FACULTY/PROVIDER *Date*

(*Printed Name, if applicable*)

SPOUSE OF PROVIDER *Date*
(*Must have signature or indicate "NONE"*)

(*Printed Name, if applicable*)

ATTACHMENT "B-2"