

TTUHSC SCHOOL OF MEDICINE
CONRAD 30 PHYSICIAN EMPLOYMENT AGREEMENT

This Physician Employment Agreement ("Agreement") is entered into at City Name (*City*), County Name County, Texas on Month and Day, 20Year, by and between Physician Name ("Physician") and Texas Tech University Health Sciences Center School of Medicine ("University").

RECITALS

WHEREAS, University desires to employ Physician as a faculty member (non-tenure track) at the rank Rank, job class code Class Code, in the Department Name (department) in Campus Name (campus) to provide the benefits of Physician's expertise in the area of clinical practice and generally improving access to quality health care to patients, including the poor and disadvantaged; and,

WHEREAS, Physician will be employed as a/n Specialty Name (specialty; e.g., General Internist, Pediatric Cardiologist, Adult Infectious Disease Specialist, etc.); and,

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

WHEREAS, Physician understands and acknowledges the critical importance of the University's need to 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 the 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 (minimum of 40 hours per week) as a medical practitioner and faculty member of University in a designated health services shortage area, maintaining the highest principles of medical ethics. Physician also agrees and understand that in addition to the minimum of 40 hours per week of clinical care in a designated health services shortage area, additional evening and weekend medical services will be required.

Physician also agrees to comply with the rules, regulations, policies and procedures of the University; the Department(s) of appointment; and the Medical Practice Income Plan (MPIP); and, to meet his/her responsibility faithfully and industriously in the provision of medical care and clinical services. Physician agrees that grant and research funds become the property of the University.

Physician agrees that educational activities and scholarly work are important roles for faculty of the University and will devote time and effort to each following his/her obligations to the Conrad 30 J-1 Waiver program. Consistent with the requirements of the Conrad 30 J-1 Waiver program, Physician also agrees to the following:

- Physician will provide patient care for a minimum of 40 hours per week for three years at the eligible worksite or worksite listed below;

- Any amendments to the Employment Agreement will adhere to state and federal J-1 visa waiver requirements;
- Physician agrees to meet the requirements set forth in Section 214(I) of the Immigration and Nationality Act, and is fully aware of these requirements;
- Both Physician and University agree that termination of employment can only be for cause, and not by mutual agreement without cause.

Duties will be performed at (*add additional worksites if duties will be provided at more than one location*):

Facility Name:

Address:

Address:

Telephone Number:

Estimated schedule of hours per week at this specific location:

Facility Name: (*remove if only one location of employment*)

Address:

Address:

Telephone Number:

Estimated schedule of hours per week at this specific location:

1.2 Competition with University. Physician agrees that during the period of 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 and accurate information on all applications for employment and credentialing as deemed necessary by University. In the event Physician fails to be credentialed with TTUHSC's affiliated hospital(s) within a reasonable time, this Agreement will become null and void.

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(s) of the Department(s) of Department Name, or subsequent Department(s) of appointment, will direct the general and specific duties and assignments to be performed by Physician.

III. TERM

3.1 This Agreement shall commence Starting Month and Day, 20Year, and end Ending Month and Day, 20Year. (Commencement date not to exceed 90 days of receiving the J-1 waiver approval and employment authorization from the USCIS). (Term must be three full years, e.g., 36 months.) Physician agrees to sign and return the annual written agreement pursuant to state law, unless before the renewal date (see Section V), either party provides the other with written notice of separation as set forth below. Refusal to sign the annual written agreement is notice to the University of the Physician's resignation.

IV. COMPENSATION

4.1 Salary. During the initial term of this Agreement, annual salary, which may be paid from a number of funding sources by University to Physician, shall be \$Salary, prorated monthly. Compensation for subsequent years of employment will be negotiated annually by the Dean of the School of Medicine and will remain at or above the “prevailing wage” (as defined by H-1B visa regulations) in the Physician’s specialty in City, Texas. Funds for payroll purposes will come from currently available fiscal year funds.

4.2 Augmentation and/or Special Augmentation. Compensation in addition to salary, i.e., augmentation/special augmentation, also referred to as bonuses, from the Medical Practice Income Plan (MPIP) is discretionary as set forth in the MPIP Bylaws and Departmental policies in effect at that time.

4.3 Benefits. Benefits or perquisites shall be provided as outlined in the “Candidate Benefit Statement,” attached hereto as Attachment “A,” along with any subsequent addenda, which shall be incorporated herein by reference.

V. SEPARATION

5.1.1 Notice of Resignation. Physician shall give written notice of resignation for cause (and not by mutual agreement) to University (applicable Chair and Dean) a minimum of four (4) months prior to the end of the academic year, i.e., four (4) months prior to August 31, or no later than April 30.

5.1.2 Reimbursement for Failure to Fulfill Term or to Timely Notify. If, as noted in Section 5.1.1 above, 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 shall be liable for payment to University for 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 Sections VII and VIII here in below, et seq.

5.1.3 Forfeiture Resulting from Failure to Timely Notify. Notwithstanding Section 5.1.2 here in above, if physician fails to give timely notice of termination of employment as provided above in Section 5.1.1 et seq., s/he shall forfeit augmentation/special augmentation funds or bonuses then available for disbursement, if any, effective from the date of notice of resignation to the last day of employment.

5.2 Reimbursement. Physician shall refund/reimburse/pay University for 5.1.2 under this Agreement within sixty (60) days of separation from University. Failure to timely refund, reimburse or pay any monies owing to 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.

VI. TERMINATION OF AGREEMENT

6.1 The University may terminate this Agreement for cause for any of the following, which may include, but not be limited to, the 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 or a current unrestricted license to prescribe controlled substances; Physician’s failure to maintain medical staff appointments and privileges as required by University; 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/be “excluded” by Medicaid, Medicare or other third party payers and managed care plans designated by University; physicians failure to maintain board certification in the area(s) of the physicians specialty; insubordination, flagrant tardiness, interpersonal problems in the workplace with colleagues, patients or associates; failure to comply at all times with the requirements of the J-1 Waiver or subsequent visa status. Other grounds for dismissal for cause are contained in TTUHSC Operating Policy

60.03. As noted in Section 1.3 of Agreement, if Physician is not credentialed by affiliated hospital(s), this agreement is null and void. This Agreement may be terminated only for cause and cannot be terminated by mutual agreement until the statutorily required three year Conrad 30 period has expired.

VII. CONFIDENTIALITY & PROPRIETARY INFORMATION

7.1 Physician acknowledges that University has, and will have, confidential information including, but not limited to, the following: 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 Physician 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 of this Agreement shall remain in full force and effect after the termination of Physician's employment.

VIII. NON-SOLICITATION

8.1 Non-solicitation of Employees. Physician understand and agrees that any attempt on Physician's part to induce others to leave TTUHSC's employ, or any effort by Physician to interfere with TTUHSC's relationship with other employees would be harmful and damaging to TTUHSC. 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 TTUHSC without the express written consent of TTUHSC. This provision shall survive the termination of this Agreement.

IX. WAIVER

9.1 The Dean of the School of Medicine, at his/her sole discretion may, by written instrument, waive notice of separation requirements.

X. VACATION AND SICK LEAVE

10.1 Physician shall earn vacation and sick leave as provided by University policies and in accordance with state laws, as outlined in TTUHSC Operating Policy 70.01. Vacation leave must be taken at a time mutually convenient to University and Physician and must be approved in advance by the Department Chair/Dean. All employees are entitled to earn vacation beginning on the first day of employment and terminating on the last day of duty and sick time, without deduction of salary beginning on the first day of employment and terminating the last day of duty. All leave must be recorded appropriately by Human Resources.

XI. MEMBERSHIP IN MEDICAL PRACTICE INCOME PLAN

11.1 Execution of the MPIP Agreement, which is attached hereto as Attachment "B-1 and B-2" and incorporated herein by reference, is required as a condition precedent to employment and shall be executed simultaneously with this Agreement.

XII. TERMINATION FOR DISABILITY

12.1 University shall have the ability to terminate this Agreement if 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 law. Physician recognizes his/her responsibility to obtain and become familiar with such rules regulations, policies and procedures.

XIV. CONFLICT OF INTEREST

14.1 Physician shall adhere to and abide by all statutes, laws, TTU System Regents' Rules, and TTUHSC 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, Physician shall first disclose the matter to the department Chair and the Dean of the TTUHSC School of Medicine to obtain a determination regarding whether such activity comports with institutional principles.

XV. LICENSURE AND CERTIFICATION

15.1 Physician shall obtain and maintain a permanent unrestricted medical license with the State of Texas Board of Medical Examiners. Furthermore, the Physician will obtain and/or maintain board certification by a nationally recognized US board in his/her field of specialty as determined by the department chairperson and relative to the position for which the Physician is employed by TTUHSC. The TTUHSC faculty appointment and continued employment with TTUHSC is contingent upon having both a Texas license and appropriate board certification.

XVI. PATIENT MATTERS

16.1 Continuation of Patient Care. Physician 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 will not be denied access to a list of patients whom s/he has treated within one year of separation from University. This request shall not require such list or medical records, referred to in Section 16.3 below, 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 State Board of Medical Examiners 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.

XVII. RETURN OF PROPERTY

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

XVIII. OTHER PROVISIONS

18.1 Entirety. This written Agreement and any attachments incorporated herein by reference contain the sole and entire Agreement between the parties and supersede any and all other agreements between the parties. 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 such party's 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 and any attachments incorporated herein by reference may be modified or amended only if such amendment is made in writing and signed by the signatory parties hereto, or their designees. Any amendment to this Agreement will adhere to State and Federal J-1 visa waiver requirements.

18.3 Severability. This Agreement 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 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 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 shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, certified return receipt requested 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)*

18.7 Change of Address. Such addresses (see Section 17.6) may be changed from time to time by either party by providing written notice in the manner set forth above.

18.8 Understanding of Agreement. The Physician acknowledges that s/he has consulted legal counsel as necessary and read and understands this Agreement and all the terms and conditions contained herein.

18.9 Effective Date of Agreement. The effective date of this Agreement shall be the date first written above in Section III "Term" by the Dean of the School of Medicine.

**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 DETOLEDO, M.D.
DEAN, SCHOOL OF MEDICINE DATE _____

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

Estimated Candidate Benefits/Compensation Statement
FULL-TIME ($\geq 50\%$)

Name: _____

DIRECTION COMPENSATION

Calculations Based on Full-time Salary of: _____

Employer Contribution to Retirement _____

TOTAL DIRECT COMPENSATION

Professional Development _____

Additional Support:

*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.

Attachment "A"

SPECIAL POWER OF ATTORNEY

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

STATE OF TEXAS

COUNTY OF _____

Know all men by these presents that I, _____ (*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)

FISCAL MANAGER **Date**
MPIP

(Printed Name)

FACULTY/PROVIDER **Date**

(Printed Name)

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

(Printed Name, if applicable)

ATTACHMENT "B-2"