

**TTUHSC SCHOOL OF MEDICINE
PHYSICIAN PART TIME TERM EMPLOYMENT AGREEMENT
WITH QUALIFYING CONDITIONS**

This Agreement, entered into by and between Texas Tech University Health Sciences Center at _____ (Campus), School of Medicine, Department of _____ [hereinafter referred to as “TTUHSC”] and _____ [hereinafter referred to as “Physician”], governs the duties and/or responsibilities of each party for the period of this Agreement. This Agreement is the sole agreement between TTUHSC and Physician and replaces any prior or existing agreements between the Parties. This Agreement shall also provide notice to Physician of the qualifying conditions outlined in Texas Tech University Health Sciences Center Operating Policy and Procedure 60.01 [hereinafter referred to as “OP 60.01”].

I. APPOINTMENT and COMPENSATION

Physician shall be appointed as a part-time, non-tenure track [Choose from 5. b. of OP 60.01 **(Insert RANK)**] at _____ percent time [00.00%] by TTUHSC. Total gross compensation to Physician, by TTUHSC, shall be _____ per month for the term of this Agreement. Payment to Physician shall be through the TTUHSC Payroll System with required governmental amounts withheld. Physician shall not participate as a contributor to, nor benefactor of, any benefits program of TTUHSC unless mandated by statute or otherwise referenced herein. Physician’s compensation will be paid on the first working day of the month following the month of service.

II. PHYSICIAN DUTIES and RESPONSIBILITIES

Physician shall provide to TTUHSC the services of an attending physician in TTUHSC’s _____ and at _____ Hospital as mutually agreed to in writing between the TTUHSC’s Chair and Physician and approved by TTUHSC School of Medicine Dean. Physician shall maintain the requisite licenses, credentials and privileges necessary to perform the duties and responsibilities of this Agreement. Physician agrees to abide by TTUHSC’s policies and procedures related to all matters including, but not limited to, compliance, billing and HIPAA.

III. TTUHSC RESPONSIBILITIES

TTUHSC shall provide Physician the space and staff [nursing and clerical] necessary to permit Physician to perform the agreed to duties and responsibilities of this Agreement. TTUHSC shall enroll Physician in the TTUHSC Professional Medical Malpractice Self Insurance Plan. The malpractice coverage shall apply only to duties and patient care conducted by Physician on behalf of TTUHSC as a result of this Agreement.

IV. TERM and TERMINATION OF AGREEMENT

This Agreement shall be effective _____ through _____, unless otherwise terminated by either Party as permitted by this Agreement. Either Party may, with cause, terminate this Agreement with thirty [30] day’s written notice given to the other Party. TTUHSC conduct constituting “cause” includes, but is not limited to, failure to timely compensate Physician, failure to provide agreed to resources for Physician to perform duties, or failure to provide malpractice coverage for TTUHSC patient care activities. Physician conduct constituting “cause” includes, but is not limited to, failure to provide TTUHSC with agreed to duties and

responsibilities, failure to maintain necessary licensure, credentials and privileges, failure to adhere to TTUHSC policies and procedures, HIPAA and all other applicable compliance requirements, and conduct of an unethical or unprofessional nature. Either Party may terminate this Agreement without cause with ninety [90] days' written notice given to the other Party. Such notice shall be sent via electronic mail or certified or registered mail with a return receipt requested to the following:

TTUHSC:

Email:

Address:

Physician:

Email:

Address:

This Agreement is not automatically renewable and must be renegotiated for any extension of services or payments.

V. PATIENT CARE BILLING and COLLECTIONS

TTUHSC shall have the right, and assumes the responsibility for, billing and collecting any legally allowable fees for services provided by Physician when Physician is performing the duties or responsibilities of this Agreement. All revenues generated by these services shall belong to TTUHSC, as provided by TTUHSC policies.

VI. NOTICE OF QUALIFYING CONDITIONS OUTLINED IN OP 60.01

Notice is hereby provided to Physician of the qualifying conditions outlined in OP 60.01.

Physician acknowledges this notice and agrees to the qualifying conditions outlined in OP 60.01. Specifically, Physician **understands that the "Notice of non-reappointment" stipulation** calling for the TTUHSC to give notice of non-reappointment at certain times based on the length of employment and prescribing the effective date of appointment as September 1 of the calendar year in which the appointment is made **does not apply** to Physician.

VII. SEVERABILITY

If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that any invalid provisions are not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall remain in full force and shall in no way be affected, impaired, or invalidated.

VIII. ASSIGNMENT

Neither party shall have the right to assign or transfer their rights to any third party under this Agreement without prior written consent of the non-transferring party.

IX. AMENDMENT

This Agreement may be amended in writing to include such provision(s) as the Parties may agree upon.

X. VENUE

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practices and Remedies Code and any amendments thereto. IN WITNESS WHEREOF, the undersigned contracting parties do hereby bind themselves to the faithful performance of this Agreement.

Physician

Date

Department Chair

Date

Regional Dean (if applicable)

Date

TTUHSC School of Medicine, Dean

Date

Estimated Faculty Benefits/Compensation Statement
PART-TIME < 100%)

Name: _____

DIRECT COMPENSATION

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

Employer Contribution to Retirement \$ _____

Direct Benefits Compensation Total \$ _____

TOTAL DIRECT COMPENSATION \$ _____

INDIRECT COMPENSATION

Employer Contribution to Social Security \$ _____

Professional Development \$ _____

Health Insurance Premium Sharing \$ _____

MPIP Insurance Program

 Long Term Disability \$ _____

 Term Life \$ _____

 Dental \$ _____

 Provision for Liability Insurance \$ _____

TOTAL INDIRECT COMPENSATION \$ _____

TOTAL DIRECT AND INDIRECT COMPENSATION \$ _____

Additional Support:

*Sign-on bonus (if applicable; gross amount before tax and deductions) \$ _____

Reimbursement of relocation and moving expenses not to exceed \$ _____

*If no sign-on bonus/relocation expenses are provided, delete these lines and this message.

¹The direct compensation indicated above may include compensation in addition to the base salary. During the term of this appointment and upon written notice, TTUHSC may reduce or eliminate such additional compensation based on the following, including but not limited to, (1) if TTUHSC 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.

SPECIAL POWER OF ATTORNEY

Medical Practice Income Plan
TTUHSC School of Medicine

STATE OF _____

COUNTY OF _____

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: _____

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 (Plan) Trust Fund all fees charged by me for professional activities and patient care, except those exempted by the Plan.

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.

This Assignment will terminate when my membership with 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 upon the marital community pursuant to Chapter 3, Subchapter A of the Texas Family Code, i.e., §§3.002 & 3.003 *et seq.* as needed.

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)