TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO,

PAUL L. FOSTER SCHOOL OF MEDICINE

PHYSICIAN EMPLOYMENT AGREEMENT

This Physician Employment Agreement (“Agreement”) is entered into at (*City*), County, Texas on by and between (“**Physician**”) and Texas Tech University Health Sciences Center at El Paso Paul L. Foster School of Medicine (“University”).

El Paso

El Paso

# RECITALS

WHEREAS, University desires to employ Physician as a faculty member (tenure track) at the rank of , **position** class code , in the Department of in (*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,

Paul L. Foster School of Medicine, El Paso Campus

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 meet his/her responsibility faithfully and industriously in the provision of medical care, clinical services, research and educational activities as directed by University. Physician acknowledges that grant and research funds become the property of 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 be credentialed by TTUHSC’s at El Paso affiliated hospital(s) within a reasonable time, as determined by the Dean of the Paul L. Foster School of Medicine, 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 of the Department of , 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 , 20, and end August 31, 20. This -year 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.

**IV. COMPENSATION**

4.1 Salary. During the term of this Agreement, annual salary for the first year in the amount of $ shall be pro-rated monthly and may be paid from a number of funding sources by University. Compensation for subsequent years of employment will be negotiated annually by the Dean of the Paul L. Foster School of Medicine. 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/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 at El Paso Paul L. Foster School of Medicine Medical Practice Income Plan. 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 as 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.

**V. SEPARATION**

5.1.1 The Rules and Regulations of the Texas Tech University Health Sciences Center of the Texas Tech University System. Non-reappointment of faculty shall be governed by TTUHSC Operating Policy 60.01.

5.1.2 Non-reappointment. Notice of non-reappointment shall be given by University to full-time Physician faculty in accordance with the schedule as outlined in TTUHSC Operating Policy 60.01.

5.2.1 Notice of Resignation. Physician shall give written notice of resignation to University (applicable Chair and Dean) a minimum of four (4) months prior to his/her termination.

5.2.2 Damages for Failure to Fulfill Term or to Timely Notify. If, as noted in Section 5.2.1 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 liquidated damages to University as follows: (1) an amount equal to the number of months’ 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 Sections 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 repay any funds advanced to him/her.

**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 60.01. 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: 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 of this Agreement shall remain in full force and effect after the termination of Physician's employment.

**VIII. COVENANT NOT TO COMPETE**

8.1 Ancillary Agreement. Physician and University acknowledge and agree that this Covenant Not to Compete ("Covenant"), referenced inclusively 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 the Covenant Not to Compete shall include a fifteen (15)-mile radius of the (1) University campus of appointment, i.e., Amarillo, Lubbock, Permian Basin and El Paso, respectively, and (2) as referenced herein, a 15-mile radius of those respective clinical sites served by the campus of appointment during the period of non-competition.

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 a Covenant Not to Compete with University, as outlined in Section 8.5 hereinbelow. Now therefore, for and in consideration of the mutual covenants and conditions set forth below, Physician and University covenant and agree as follows:

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 as follows:

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 "period of non-competition," but Physician continues to practice his/her health care specialty or sub-specialty in University's geographic location (*see* Section 8.2), then Physician would work irreparable harm against 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 TTUHSC at El Paso faculty and, thus, lessen the quality of the medical education and training provided by University. University would be irreparably harmed 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 geographic area, 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 same geographic area, such activity would subject University to irreparable harm.

8.6 Terms of Covenant Not to Compete. Physician acknowledges and agrees that for a period of twelve (12) months following the expiration or termination of this Agreement s/he is prohibited from competing with University within a 15-mileradius of (1) the University campus of appointment, and if applicable, (2) any and all clinical sites served by the campus of appointment during the period of non-competition. “Period of non-competition” is defined as the term of this Agreement and any extensions thereof, plus twelve (12) months immediately following its expiration or termination. In recognition of the foregoing, and unless otherwise specified in writing, Physician shall not practice any medical arts (specialty or subspecialty) or directly or indirectly engage in any business competitive with University during the period of non-competition. Failure on the part of Physician to strictly adhere to the requirements of the period of non-competition and geographic area limitation shall constitute a material breach of the Covenant Not to Compete.

8.7 Damages. Physician may buy out as liquidated damages the Covenant Not to Compete for an amount equal to (1) the number of months' net salary which s/he would receive from University had s/he completed his/her employment under the Agreement, or (2) Physician's gross collections over the immediate past twelve (12) months of service to University, or (3) $100,000, whichever is deemed by University as greater. In addition, if Physician separates from the University prior to fulfilling the initial multi-year term of this Agreement and twelve (12) months following the initial term Physician shall repay all travel, moving, and relocation expenses, signing bonuses, recruitment costs and start-up costs expended directly or indirectly by University on Physician's behalf since initial employment with University shall likewise be considered liquidated damages and shall be a part of the buy-out agreement. Physician shall reimburse and pay University in full all amounts owing University within sixty (60) days of separation from University. This Section applies irrespective of Articles V and VI herein, respectively. Failure to timely refund, reimburse or pay any monies or liquidated damages owing University, 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 Not to Compete 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. The covenant not to compete shall not apply to Physician if TTUHSC at El Paso terminates this Agreement without cause during the term of the Agreement.

8.10 Non-solicitation of Employees. Physician understand and agrees that any attempt on Physician’s part to induce others to leave TTUHSC’s at El Paso employ, or any effort by Physician to interfere with TTUHSC’s at El Paso relationship with other employees would be harmful and damaging to TTUHSC at El Paso. 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 at El Paso without the express written consent of TTUHSC at El Paso. This provision shall survive the termination of this Agreement and/or Physician’s buy-out of the covenant not to compete.

8.11 Confidential and Proprietary Information. Physician acknowledges that TTUHSC at El Paso 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 TTUHSC at El Paso. Physician agrees that he/she 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 TTUHSC at El Paso or unless required by applicable federal or state law. 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 justify legal and/or equitable relief. The confidentiality of this Agreement shall remain in full force and effect after termination of Physician’s employment and/or Physician’s buy-out of the covenant not to compete.

**IX. WAIVER**

9.1 The Dean of the Paul L. Foster School of Medicine, 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**

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, at any time during his TTUHSC at El Paso 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 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 or improper, Physician shall first disclose the matter to the department Chair and Dean of the TTUHSC at El Paso Paul L. Foster School of Medicine 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 . 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 TTUHSC at El Paso. The TTUHSC at El Paso faculty appointment and continued employment with TTUHSC at El Paso is contingent upon having a Texas license, appropriate board certification and applicable hospital and medical staff privileges (*see* Sections 1.3 and 6.1).

**N/A (has TX licensure)**

**XVI. PATIENT MATTERS**

16.1 Continuation of Patient Care. Physician signing a Covenant Not to Compete 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 Not to Compete 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 of the Paul L. Foster School of Medicine, Physician signing a Covenant Not to Compete 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 16.3 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.

**XVII. RETURN OF PROPERTY**

17.1 Property of University. Upon termination of employment, Physician agrees to deliver all 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 Not to Compete and any attachments incorporated herein by reference, contains the entire Agreement between the Parties and supersedes 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 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 Not to Compete 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 Not to Compete 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 Not to Compete 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 Not to Compete 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 El Paso 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 Not to Compete, 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 at El Paso**

**Paul L. Foster School of Medicine**

**Medical Education Building**

**ATTENTION: Richard Lange, M.D.**

**5001 El Paso Drive, Suite 3200**

**El Paso, TX. 79905**

PHYSICIAN: *(****insert 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 Not to Compete, 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 Not to Compete, shall be the date appearing above in Article III "Term", unless otherwise amended in writing by the Parties.

**TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO**

**PAUL L. FOSTER 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 Paul L. Foster School of Medicine.

**BY:**

**(*Physician*) DATE**

**BY:**

**(Department Chair) DATE**

**BY:**

**RICHARD LANGE, M.D., FOUNDING PRESIDENT FOR TEXAS DATE**

**TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO**

**& DEAN FOR THE PAUL L. FOSTER SCHOOL OF MEDICINE**

**Estimated Faculty Benefits/Compensation Statement**

FULL-TIME (> 50%)

**Name:**

**DIRECT COMPENSATION**

Calculations Based on Full-time Compensation1 of: $

\*Sign-on bonus (if applicable; gross

 amount before tax and deductions) $\_\_\_\_\_\_\_\_\_\_

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:**

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, 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 at El Paso**

**Paul L. Foster 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) at El Paso Paul L. Foster 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 at El Paso Paul L. Foster 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 at El Paso Paul L. Foster School of Medicine, El Paso County, Texas.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND ON **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.

 *(Date)*

 ***Signed by:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **FACULTY/PROVIDER (***Signature)*

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_( *Physician* ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**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 at El Paso**

**Paul L. Foster School of Medicine**

I, (***Name***) a Faculty/Provider of Professional Services at the Texas Tech University Health Sciences Center (TTUHSC) at El Paso Paul L. Foster School of Medicine, as a condition of my employment by TTUHSC at El Paso, hereby ASSIGN to the Medical Practice Income Plan (MPIP) Trust Fund all fees charged by me for professional activities and patient care, except those specifically 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 Paul L. Foster 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 at El Paso 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* **FISCAL MANAGER** *Date*

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_Steve Wagner M.D. \_\_\_\_\_\_**

 *(Printed Name, Department Chair*

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FACULTY/PROVIDER** *Date* **SPOUSE OF PROVIDER** *Date*

 *(****Must have signature or indicate “NONE”)***

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 *(Printed Name, Physician) (Printed Name, if applicable)*

**ATTACHMENT “B-2”**