

## UCSF MSP PHYSICIAN EMPLOYMENT AGREEMENT

THIS UCSF MSP PHYSICIAN EMPLOYMENT AGREEMENT (this "*Agreement*") is entered into as of \_\_\_\_\_, 20\_\_\_\_ *NOTE: the date services are to begin (the "Effective Date")*, by and between The Regents of the University of California, on behalf of its University of California San Francisco ("*University*"), and \_\_\_\_\_, an individual ("*Physician*").

### AGREEMENT

#### 1. Physician Services.

1.1 Employment. Effective as of the Effective Date, University hereby appoints Physician to a Management and Senior Professional ("*MSP*") appointment and employs Physician to provide those professional medical and/or administrative services set forth in Exhibit 1.1, as amended from time to time (the "*Physician Services*"), at the practice site designated by University ("*Practice Site*"), all in accordance with the terms and conditions set forth in this Agreement.

1.2 Time Commitment. Physician shall, during the term of this Agreement, perform \_\_\_\_\_ percent ( \_\_\_\_ %) Fixed Variable, of his or her full time professional efforts to the provision of the Physician Services, except as approved in writing by the University from time to time.

1.3 Participation in Governmental Programs. Physician shall participate in Medicare, Medi-Cal and other federal health care programs, as defined at 42. U.S.C. Section 1320a-7b(f) during the term of this Agreement.

#### 1.4 Non-Physician Personnel.

1.4.1. Supervision. Physician shall, as directed by the University, supervise and coordinate the activities of allied health professionals providing services at the practice site designated by University ("*Practice Site*"), in accordance with allied health professional supervision policies and procedures of University as adopted or amended by the University from time to time.

1.4.2. Evaluation. Physician shall, as directed by the University, participate in the evaluation of, and shall make recommendations to the Practice Site Administrator on an on-going basis regarding the performance of allied health professionals providing services at the Practice Site. Such participation shall include the preparation of annual or other periodic reports as may be reasonably requested by the Practice Site Administrator in connection with the review of the performance of allied health professionals, in accordance with the University's personnel policies.

1.4.3 Documentation. Physician shall complete and provide to University such time reports or other documentation of services as may be requested by University to reflect the performance of Physician Services pursuant to this Agreement, in such form and containing such detail as requested by University from time to time.

2. Professional Standards and Qualifications. During the term of this Agreement, Physician shall: (a) maintain an unrestricted license to practice medicine in the State of California; (b) be eligible for board certification in Physician's specialty; (c) maintain an unrestricted federal Drug Enforcement Administration registration; (d) maintain in good standing such medical staff membership and clinical privileges as are appropriate to Physician's area of practice at UCSF Medical Center; (e) comply with and participate in University's and the University's efficiency, quality assessment, utilization and peer review standards and procedures as University and the University may adopt from time to time; (f) participate in such continuing education and training programs as are required to maintain skills compatible with prevailing standards of medical or other applicable health care professional care in the community, required by the Medical Board of California or required to maintain licensure; and (g) satisfy conditions for insurability under the professional liability policy or policies described in Section 12 at rates acceptable to University.

3. Compliance with Rules. Physician shall comply with (a) the University policies, procedures, rules, regulations and guidelines set forth in Exhibit 3 and such others as University may apply from time to time (collectively, "**Rules**"), each as may be adopted or amended by University, as applicable, from time to time, (b) all federal and state laws and regulations (collectively, "**Laws**") applicable to Physician's employment and/or the provision of Physician Services; and (c) all standards of the California Medical Board.

4. Medical Records. Physician shall prepare complete, timely, accurate and legible medical and other records, including all related billing records, with respect to the services and treatment provided by Physician, in accordance with the University and University Rules and applicable Laws.

5. Compliance with Third-Party Payer Requirements. Physician shall comply with all Federal Health Care Program and other third-party payer programs and contracts applicable to the provision of Physician Services under this Agreement.

6. Exclusive Service.

*If Physicians's effort is 0.75 FTE or more:* During the term of this Agreement, Physician shall not directly or indirectly render professional clinical, teaching, research or other administrative services to or for any person or firm other than University, except as set forth in Exhibit 6 or with the prior written consent of University, such consent not to be unreasonably withheld (such exceptions, the "**Outside Activities**"). Without limiting the foregoing, Physician shall not (i) enter into negotiations, contracts, or other arrangements with any other provider of health care services regarding outside appointments to be held during the term of this Agreement or financial arrangements generating professional income during the term of this Agreement or (ii) own, manage, join, be employed by, act in the capacity of an officer, director, trustee, shareholder or member or otherwise participate in the ownership, management, operation or control of any business or person providing health care services, without University's prior written approval; provided, however, that Physician may purchase and maintain ownership in publicly traded corporations without the approval of University.

*For All:* Physician shall, for all Outside Activities, ensure that Physician's professional services are insured under professional liability coverage obtained by Physician or by the person or entity procuring such Outside Activities with limits typical for physicians practicing in Physician's specialty. University shall have no liability for Outside Activities and Physician shall indemnify, defend and hold harmless University for any claims, damages or other liabilities brought against University for any action or inaction of Physician in connection with any Outside Activity.

7. Compensation and Benefits.

7.1 Compensation. University shall pay to Physician an amount determined in accordance with Exhibit 7.1 for Physician's services as an employee of University pursuant to this Agreement.

7.2 Benefits. Physician shall be entitled to University-approved benefits and paid time off in accordance with University's benefits policy attached to this Agreement as Exhibit 7.2, which may be revised at University's sole and absolute discretion from time to time.

7.3 Taxes. University shall file W-2 forms with respect to Physician's income under this Agreement and shall withhold all amounts required by law to be withheld from the compensation paid to Physician hereunder including, without limitation, withholding for FICA taxes.

8. Notice. Physician shall immediately notify University if there is any material change in Physician's compliance with or status as to the requirements set forth in Sections 1, 2 and 3 including any termination, suspension, revocation, qualification, or other material modification in, or any formal investigatory or similar action initiated with respect to, the foregoing.

9. Confidential Information. The University's Confidential Information shall be and remain the sole property of the University, as applicable. Confidential Information includes any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of the University, any and all know-how, processes, trade secrets, manuals, confidential reports, any University patient's individually identifiable health information (as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and all rules and regulations promulgated thereunder ("**HIPAA**")), and any information, records and proceedings of the University or University and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in University's possession. Physician shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose Confidential Information to any person or entity without the prior written consent of the University, as applicable. Physician shall use his or her good faith efforts to protect Confidential Information from unauthorized use, access, or disclosure. Physician shall return to University all Confidential Information and all copies thereof in Physician's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of the University or the termination or expiration of this Agreement. Physician shall not copy, duplicate or reproduce any Confidential Information without the prior written consent of the University, as applicable.

10. Developments. Physician hereby assigns to the University all of his or her right title and interest in any development or invention of the Physician that is not a Personal Physician Development (described below), that relates at the time of conception or reduction to practice to the University's business activities or the actual or demonstrably anticipated research or development activities of the University and that results from the practice of medicine by the Physician pursuant to this Agreement. (***Personal Physician Development: Physician shall immediately notify University of any research, development activities or invention that Physician has developed or is developing entirely on his or her own time without using any University or University equipment, supplies, facilities or trade secret information***).

11. Use of Names and Logos. Physician shall not use the name, logo or corporate identity, or any part thereof, of The Regents of the University of California, the University of California San Francisco or UCSF Health without the prior written consent of University, except to solely identify such Physician's status as a current University employee or member of University's medical staff.

12. Professional Liability Insurance.

12.1 Coverage During Term. During the term of this Agreement, Physician shall be entitled, without cost to Physician, to professional liability coverage under University's self-insurance program for all clinical activities consistent with the course and scope of his or her employment.

12.2 Claims. Physician shall immediately notify University's Risk Management Department at (415) 353-1842 of (i) an adverse event or complication resulting in death, brain damage, permanent paralysis, sensory deficits, partial or complete loss of hearing or sight, birth injury or disability, or other catastrophic damage or permanent disability, or (ii) any incident anticipated to result in potential liability exposure or a claim.

13. Term and Termination.

13.1 Term. This Agreement shall commence on the Effective Date and continue in full force and effect until \_\_\_\_\_, 20\_\_ (the "***Initial Term***"), unless sooner terminated in accordance with this Agreement. [At the end of the Initial Term and any renewal term thereafter, this Agreement may be renewed for additional terms of one (1) year, unless and until terminated. The Initial Term together with any renewal term are sometimes referred to herein collectively as the "***Term***".

13.2 Termination. This Agreement may be terminated by either party, with or without cause, upon written notice to the other. Termination of employment is not reviewable under Staff Policy 70, Complaint Resolution, except to the extent that such termination pertains to a complaint of discrimination.

13.3 Compensation Rights and Expense Obligations Upon Termination. In the event of the termination of this Agreement for any reason, University shall pay to Physician all compensation accrued through the termination date. This amount shall be calculated by University as soon as is reasonably possible and paid to Physician upon termination, or as

otherwise required or permitted by law. Notwithstanding the foregoing, University may offset against accrued compensation any payments due to the University, as authorized by law.

13.4 Reporting Requirements. Physician understands and acknowledges that a termination for reasons related to any professional aspect of Physician's services under this Agreement may require University to file a report with the California Medical Board in accordance with the provisions of Section 805 of the California Business and Professions Code, and with the National Practitioner Data Bank pursuant to the provisions of the Health Care Quality Improvement Act of 1986 (as amended). Physician shall provide to University such consents, authorizations or releases which are consistent with California law related to the confidentiality of credentialing records as University may request in connection with any inquiry by any agency or hospital with respect to Physician's professional qualifications, mental or physical fitness or the quality of care rendered by Physician.

13.5 Return of Proprietary and Other Property. Upon termination of this Agreement, Physician shall return to University and the University all proprietary property and any other property of University or the University, including without limitation patient medical records and patient mailing lists, as to which Physician has possession or control.

#### 14. Miscellaneous.

14.1 Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the law of California, without regard to conflict of laws rules.

14.2 Amendments. No amendments or variation of the terms of this Agreement shall be valid unless such amendments or variation are made in writing and signed by Physician and a duly authorized representative of University.

14.3 Waivers. A waiver of any term or condition of this Agreement shall not be construed as a general waiver by University, and University shall be free to reinstate any such term or condition with or without notice to Physician.

14.4 Assignment by University. This Agreement shall be binding upon and inure to the benefit of the successors, assigns and representatives of University, but is personal to Physician and may not be assigned by Physician except with the express written consent of University which may be withheld in its sole and absolute discretion. Without limiting the foregoing, Physician acknowledges that University may assign this Agreement to any other medical group under contract with University for professional services.

14.5 Entire Agreement. This Agreement reflects the entire understanding and agreement between the Parties and supersedes all correspondence, memoranda or agreements, whether oral or written, originating before the Effective Date.

14.6 Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given (i) on the date of personal service on the parties, (ii) on the third business day after mailing, if the document is mailed by registered or certified mail, (iii) one day after being sent by professional or overnight courier or

messenger service guaranteeing one-day delivery, with receipt confirmed by the courier, or (iv) on the date of transmission if sent by telegram, telex, telecopy or other means of electronic transmission resulting in written copies, with receipt confirmed. Any such notice shall be delivered or addressed to the parties at the addresses set forth below or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

14.7 Multiple Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument.

14.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

14.9 Captions. All paragraph captions are for references only and shall not be considered in construing this Agreement.

14.10 Exhibits. All exhibits to which reference is made are deemed incorporated in this Agreement whether or not actually attached.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

UNIVERSITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

PHYSICIAN

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Complete signature lines as needed

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

## EXHIBIT 1.1

### Physician Services (to include duties and responsibilities, concurrent WOS academic appointment, credentialing and privileging requirements)

You will hold a concurrent academic appointment as a \_\_\_\_\_ *without salary* (“WOS”). This WOS academic appointment acknowledges the potential for interaction between trainees and Staff Physicians at UCSF clinical sites. These appointments are co-terminus and will end at the same time.

Your start date is dependent upon the approval of your \_\_\_\_\_ (Staff Physician Appointment) and your \_\_\_\_\_ *without salary* (“WOS”) academic appointment and approval of your privileges and credentialing status at UCSF.

This employment contract is not effective until you have completed all University required paperwork necessary to become a University contract employee, including the State Oath of Allegiance, Patent Agreement, I-9, etc.

[Please click here for sample language](#)



EXHIBIT 1.1 Continued

EXHIBIT 1.1 Continued

## EXHIBIT 3

<http://policy.ucop.edu/manuals/personnel-policies-for-staff-members.html>

### Rules

The following “Personnel Policies for Staff Members,” applicable to all exempt managers and senior professional contract appointments:

- Policy 1: General Provisions
- Policy 2: Definition of Terms
- Policy 3: Types of Appointment
- Policy 12: Nondiscrimination in Employment
- Policy 21: Appointment (except Sections A and B)
- Policy 30: Compensation
- Policy 34: Incentive and Recognition Award Plans – Managers & Senior Professionals and Professional & Support Staff (if eligibility criteria are met)
- Policy 35: Uniforms and Safety Apparel (if applicable)
- Policy 63: Investigatory Leave
- Policy 70: Complaint Resolution (Discrimination Complaints only)
- Policy 80: Staff Personnel Records
- Policy 81: Reasonable Accommodation (Sections A, B and C only)
- Policy 82: Conflict of Interest
- Policy 83: Death Payments (if eligibility criteria are met)
- Policy 84: Accommodations for Nursing Mothers
- Policy 2.210: Absence from Work:
  - Section III.A: General Leave Provisions
  - Section III.B: Vacation Leave (if eligibility criteria are met)
  - Section III.C: Sick Leave (if eligibility criteria are met)
  - Section III.D: Leaves Related to Life Events (except Supplemental Family and Medical Leave; Extended Sick Leave pursuant to Work-Related Injury or Illness; and Personal Leave)
  - Section III.E: Military and Other Service-related Leaves
  - Section III.F: Administrative Leaves (except Professional Development Leave)
  - Section III.G: Other Leaves
  - Section III.H: Holidays (if eligibility criteria are met)

In addition, current and/or amended policies such as [Sexual Violence and Sexual Harassment](#), the [Whistleblower Policy \(Reporting and Investigating Allegations of Suspected Improper Governmental Activities\)](#) and the [Whistleblower Protection Policy](#), the [Policy on Substance Abuse](#), the University’s [Patent Policy](#) and [Electronic Communications Policy](#), [Regents Policy 7706 \(Reemployment of UC Retired Employees Into Senior Management Group and Staff Positions\)](#), as well as other policies of general application which the University may promulgate from time to time, shall apply.

EXHIBIT 6

Outside Activities

This section should indicate “no outside activities” if the physician does not have outside activities and is 75% or greater.

1. Do you have any financial or personal interests in other health care organizations or partnerships? If Yes, please explain.

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2. Do you currently have any intellectual property related to health care for which you hold or are pursuing patents? If Yes, please explain.

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3. Are you pursuing any business activities related to your clinical areas of expertise? If Yes, please explain.

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4. Do you or your immediate family members have any other business interests that might have an impact on your employment relationship with UCSF? If Yes, please explain.

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5. Are there any other issues or concerns you have related to outside professional activities that might impact your employment relationship with UCSF? If Yes, please explain.

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EXHIBIT 7.1

Compensation

Physician's compensation will have two components: Regular (REG) and Non-Base Pay (NBP). Regular compensation, also called base pay, is eligible for the University of California Retirement Plan. Non-base compensation is not eligible for the University's Retirement plan.

Regular Pay per year (prorated for FTE in Section 1.2):	\$
Non-Base Pay per year:	\$ _____
<b>TOTAL COMPENSATION per year:</b>	<b>\$</b>

This position is assigned to a payroll title of \_\_\_\_\_, Title Code \_\_\_\_\_ and salary grade of \_\_\_\_\_. The annual salary for this position is \$ \_\_\_\_\_. Changes in salary shall be by contract revision. There are two components to the salary for this position: REG or regular base pay and NBP-non-base pay. Your REG pay is \$ \_\_\_\_\_ annually and your NBP is \$ \_\_\_\_\_ annually. Only the REG pay is eligible for UC Retirement Program (UCRP) contribution.

## EXHIBIT 7.2

Benefits – [Please click her for sample language](#) (to be completed by Staff HR)

The following links provide additional details on UC benefits:

Overview of benefits:

<http://ucsfhr.ucsf.edu/index.php/benefits/article/new-employee-benefits-overview-for-faculty-and-staff/>

Health and Welfare benefits:

<http://ucnet.universityofcalifornia.edu/compensation-and-benefits/>

Retirement:

<http://ucnet.universityofcalifornia.edu/compensation-and-benefits/retirement-benefits/index.html>

EXHIBIT 7.2 Continued

Examples Below...

Use Links to Navigate

Cutting and Pasting Allowed

These pages are not to be printed - Informational Only



## EXHIBIT 1.1

[Back to Exhibit 1.1](#)

Credentialing:

### **Clinical Privileges**

You must apply for and be approved for privileges with the Medical Staff Office at UCSF Medical Center before you can provide patient care. Your start date is dependent upon the approval of your UCSF Associate Staff Physician Diplomate and Volunteer Clinical Professor *without salary* appointments as well as your clinical privileges and credentialing status. The department will provide the documents and checklist of materials needed in order to complete your appointment. Taking into account the credentials verification process, acquiring privileges to see patients at UCSF in any capacity can take between 60 and 180 days.

- Medical Staff Privileges (60-90 days)
- Application for a UPIN and/or a PIN
- Enrollment for Medicare (14-30 days)
- Enrollment for Medi-Cal (90-180 days)
- Hill Physicians Medical Group (15-60 days)
- UCSF Medical Group (5-30 days): Enrollment with the UCSF Medical Group ensures that you will be enrolled with all UCSF contracted health plans covered by the standards and processes that are specific to UCSF.

Job duties sample

### **Clinical Responsibilities**

You will be responsible for providing comprehensive, preventive, acute, and chronic primary care to patients, and make judgments as to the appropriate specialty referrals and consultations. All care must be provided with maximum respect for the dignity of the patient and consideration of the cost of the care.

Your clinical responsibilities will include the following:

- In your 100% FTE position, you will work eight (8) half-day (four hour) clinical sessions per week located at the Primary Care China Basin site. Productivity will be assessed by several factors: achievement of the annually established productivity standards using work RVUs (based on MGMA targets) and adjusted panel size. Additional metrics to assess performance include standards of excellence on patient satisfaction and quality metric targets as determined in collaboration with the Primary Care Executive Medical Director and other UCSF clinical leadership. During your first year, these targets will take into account the necessary “ramp up” period of your new practice and will be adjusted accordingly and shared with you. We will allocate an additional 20% for

administrative time to manage your patient panel at the clinical practice, participate in team activities and after hours coverage in your full time capacity.

[Back to Exhibit 1.1](#)

## **Patient Care**

1. Provide primary medical care to adults for acute and chronic problems and preventative health needs. Engage in team-based primary care delivery and work within a team-let to provide care that is accessible, coordinated and comprehensive.
2. Communicate and collaborate with consultants, ancillary care providers, and other members of the medical care team to optimize care coordination for patients in primary care panel.
3. Communicate and consult with the inpatient hospital team in the care of your primary care patients who are admitted to the medical or surgical services. Provide prompt, medically appropriate transition care for primary care panel patients discharged from the emergency room or inpatient setting.
4. Provide on call coverage for after-hours phone advice, consistent with your clinical FTE.
5. Complete medical records on all patient encounters in a timely fashion consistent with Primary Care Services policies.
6. Respond to questions and clinical updates via electronic and telephonic messages about and from your patients on the same business day but no later than the next business day.

## **Administrative**

1. Abide by policies of the UCSF Health medical staff and Primary Care Services and the Department of Family and Community Medicine.
2. Notify Medical Director of clinic days to be missed because of annual leave or CME (Continuing Medical Education) meetings at least 60 days in advance. Clinical sessions which you may want to cancel < 60 days are subject to approval by the practice Medical Director, and generally must be rescheduled within 1-2 weeks of the missed session.
3. Participate in leadership of continuous quality improvement efforts and LEAN activities.
4. Engage in robust citizenship and support of the practice.

## Teaching and University Responsibilities

[Back to Exhibit 1.1](#)

- You will be expected to precept medical students at the China Basin practice and to engage in other teaching opportunities.
- You are expected to participate in other activities of the Department of Family and Community Medicine including faculty meetings.
- Your expected contributions to University and Public Service will be limited.
- For your teaching and university service responsibilities, you will report to XXX

## Clinical Incentive Plan

[Back to Exhibit 7.1](#)

You may be eligible to participate in the UCSF dept. of clinical incentive program for up to an additional 20% of your annual REG earnings. This program is based on quality, patient experience, citizenship and productivity parameters to be determined by the Department and or .

**Benefits**

You shall be eligible for University health and welfare benefits in accordance with the benefits eligibility requirements of the University of California Benefits Program and Retirement System regulations.

The benefits available to you as a staff member are consistent with department policy. At XXXXX appointment, you will be eligible for the following benefits:

- XXXXX benefits BELI X (Benefits Eligibility Indicator Level X) which includes (adjust the following to follow the BELI) comprehensive medical, vision, dental, legal, disability, and life insurance

**BELI CODE ACTION**

**INITIAL APPOINTMENT—BELI FOR NEW EMPLOYEE:** Your BELI is being set to \_\_\_\_\_. This chart represents the health and welfare benefits associated with each benefits package.

Health and Welfare Benefit Packages for Faculty and Staff	Medical	Core Medical	Dental, Vision	Legal	Basic Life	Core Life	Supplemental Life	Basic Dependent Life	Expanded Dependent Life	Basic Disability	Voluntary Short-Term/Long-Term Disability	AD&D, Health FSA, TIP	Auto/Home/Renter	DepCare FSA
<input type="checkbox"/> Full Benefits BELI 1	yes*	yes*	yes	yes	yes		yes	yes	yes**	yes	yes	yes	yes	yes
<input type="checkbox"/> Mid-level BELI 2,3	yes*	yes*		yes		yes	yes	yes	yes**	yes	yes	yes	yes	yes
<input type="checkbox"/> Core BELI 4		yes		yes		yes				yes	yes	yes		yes
<input type="checkbox"/> No benefits BELI 5														
<input type="checkbox"/> ASE/GSR BELI 5														yes

\* May not be enrolled in medical and Core medical plans concurrently.  
 \*\* Must be enrolled in Supplemental Life.

- A retirement plan that requires your participation and contributions and may include University contributions. For further information if BELI 1, [click here](#)
- and options for voluntary retirement savings: Tax-Deferred 403(b), 457(b) Deferred Compensation Plan, and DCP ‘After-Tax’ Account
- Flexible Spending Accounts
- 18 days of paid vacation annually
- 12 days of sick leave annually
- Not to exceed 13 paid holidays annually