

Date: February 20, 2008

This contract is entered into by the University of New Mexico ("University"), **SAMPLE Q. CONTRACT, M.D.** (SSN: 999-99-1234), ("Faculty Member"), under and pursuant to the UNM School of Medicine Faculty Compensation Plan adopted in 1999 and all applicable departmental and divisional compensation plans and arrangements. Faculty Member is hereby appointed a member of the faculty of the University subject to conditions set forth in subsequent paragraphs.

1. The period of this contract is from July 01, 2007 to June 30, 2008.
2. Faculty Member appointment status and code are:

**PROFESSOR OF DEANS OFFICE**

**APPOINTMENT CODE:** Appointment code explanation is on the

back of this contract. **P**

**FTE: 1.00**

Text7: 6/30/2006 (6/30/2003)

3. Faculty Member's annual salary under this contract is \$0.00, which includes a Base component of \$0.00, a Performance Supplement component of \$0.00, and VAMC component of \$0.00. University will pay \$0.00 of Faculty Member's annual salary. In addition to the stated salary, the University may, at its sole discretion and pursuant to guidelines approved by the Dean of the School of Medicine and pursuant to the Faculty Incentive Based Compensation Initiative ("FIBCI") plan adopted in 1999 and applicable departmental and divisional compensation plans and arrangements, augment the Faculty Member's annual salary. If the salary is to be so augmented, the additional amount will be paid in the Incentive component of compensation. If this is a part-time contract, the full-time equivalent salary would be \$0.00. Attached to this Contract is an Addendum concerning affiliation with UNM Medical Group, Inc. ("UNMMG") and reassignment of all Fee Income to UNMMG as defined therein. The terms, conditions, and provisions of the Addendum shall be deemed to be incorporated herein by reference as though set forth fully herein.

This contract includes in the Supplement Component \$0.00 for administrative services. Administrative assignments may be terminated by either party during the period of this contract. Should this occur, the University reserves the right to make an appropriate adjustment in Faculty Member's annual salary.

4. In the event that Faculty Member is employed by Veterans Affairs Medical Center of Albuquerque ("VAMC"), either a portion or all of the total salary due to Faculty Member will be paid directly to Faculty Member by VAMC. Any amount to be paid by VAMC is not guaranteed by the University. In the event the VAMC component of compensation changes at any time during the term of this Contract, the University reserves the right to make an appropriate adjustment in the University component. Faculty Member agrees that, upon request by the University, to sign an Authorization to Release VAMC information, which enables the University to obtain pertinent salary data concerning Faculty Member's VAMC employment.
5. Faculty Member agrees to abide by the terms of the Addendum and the policies and procedures adopted by UNMMG, and to re-main affiliated with UNMMG in accordance with the Addendum. Faculty Member further agrees (a) to obtain and maintain in good standing such professional licensure as is required to fulfill the obligations, responsibilities and clinical duties assigned in conjunction with this appointment by Faculty Member's Chair or Dean; (b) to obtain and maintain in good standing professional staff ap-pointments and clinical privileges at clinical components of UNM Health Sciences Center, VAMC (if applicable), and/or other health care facilities to which assigned, including facilities owned and/or operated by UNMMG and (c) to maintain eligibility for payment from Medicare, Medicaid and all other applicable federal health programs. Notwithstanding any provision in University Policies to the contrary, failure to obtain and maintain such licensure, appointments, privileges and eligibility shall constitute an admission of "adequate cause" for terminating this contract and Faculty Member's faculty appointment within the meaning of the FACULTY HANDBOOK.
6. This appointment is governed by applicable policies stated in the current University of New Mexico FACULTY HANDBOOK, School of Medicine policies, UNMMG policies and procedures as amended from time to time, and by all applicable Federal and New Mexico laws and regulations. A reduction in non-Instruction and General funding will require the department to identify fund-ing sources within its budget or to decrease the FTE of the Faculty Member.
7. If the Faculty Member resigns as a UNM employee, the Faculty Member will provide the University with four (4) months written notice in advance of the intended termination date. Failure by the Faculty Member to provide such notice will be cause for the Faculty Member to be liable for payment to the University of a penalty of up to three (3) months of compensation (including the value of fringe benefits) for employment under the Faculty Member's current employment contract with the University.
8. With the exception of the Letter of Offer to Faculty Member (or any other letter of agreement, memorandum of understanding or other such agreement executed by Faculty Member and the University (collectively, the "Letter of Offer")), the FIBCI sheet exe-cuted by the Faculty Member's department and signed by the Faculty Member, and the annual performance plan of the Faculty Member, this Contract contains the entire agreement between the parties hereto and there are no collateral agreements or under-standings. In connection with the Letter of Offer, the parties understand and acknowledge that the terms of such Letter of Offer shall be binding and applicable only in accordance with the terms thereof.