



AP Info Session: Staff Physician Contract

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Agenda

- Staff (MSP) Physician Contracts, Generally
- Templates and Guide
- Section by Section Review
- Questions?

Staff (MSP) Physician Contracts, Generally

- Staff physician contracts are used for physicians hired into non-faculty roles.
- These are staff rather than academic positions, although they include a without salary academic appointment.
- These appointments are in the Manager and Senior Professional (MSP) salary grades.
- Being staff appointments, Human Resources has historically been the personnel office for such positions, although Academic Personnel has now been asked to provide coordinated support with HR due to the similarities between staff and faculty physician scope of work.
- Staff physician contracts are limited term contracts, typically 1-2 years in duration. While subject to operational need, they are commonly renewed at the end of the contract term, resulting in some staff physicians completing lengthy careers with UC Davis Health.

Templates and Guide

- Contract Template
 - Mandatory sections/terms
 - Fill-in terms
 - Optional sections/terms
 - Attachments
- Contract Guide
 - Section-by-section description and instruction for use

Introductory Paragraph

- **Text**

- “This employment contract (hereinafter “Contract”) is entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a constitutional corporation, on behalf of its University of California, Davis Health locations (hereinafter “University”) and [PHYSICIAN'S FULL NAME], M.D. (hereinafter “Physician”). This Contract sets forth the terms and conditions of Physician’s employment with University.”

- **Purpose**

- This paragraph names the parties to the contract: The Regents of the University of California on behalf of UC Davis Health, and the contract physician.

- **Type**

- Modifiable: green-highlighted section is modifiable. All other terms are mandatory and not subject to modification.

- **Instructions**

- Insert the physician’s full name in place of the green highlighted “[PHYSICIAN'S FULL NAME]” and remove the green highlighting. The physician’s full name should be in all capital letters, as it is the University’s contracting convention to name each party in all caps.

Section 1: Appointment

- **Text**

- "Physician shall be appointed to the position of [Associate Physician Diplomate (job code 0770) or Associate Physician (job code 0771) or Assistant Physician (job code 0772)] in the Department of [Department]. Throughout the Term, Physician is required to maintain a Health Sciences Clinical Professor (APM-278) without salary, Volunteer Clinical Professor (APM-279) without salary or Clinical Associate (APM-350) without salary appointment in the Department of [Department] as a condition of employment. This appointment will automatically terminate if Physician is no longer employed by the University. This Contract appointment is at [% of Appt #] % of full time. This position is exempt and assigned to the Management and Senior Professional Staff series (MSP). The MSP salary grade is specified for this position is MSP 8, or the corresponding salary grade in Career Tracks."

- **Purpose**

- This section describes the title codes associated with the physician's position, the department to which the physician is assigned, and the physician's percentage of appointment.

- **Type**

- Modifiable. Green-highlighted sections are modifiable. All other terms are mandatory and not subject to modification.

- **Instructions**

- Insert the hiring department's full name in place of the green highlighted "[Department]" and the percentage of appointment in numeric terms (i.e., 100%) in the place of the green highlighted "[% of Appt #]" and remove the green highlighting. Department name should be lower case rather than all caps. Note: if the percentage of appointment is less than 100%, the base and non-base pay due to the physician will be calculated as the pay times the percentage of appointment as detailed in Section 5 (i.e., a physician with base pay of \$200,000 and non-base pay of \$100,000 in an 80% appointment would be entitled to $\$200,000 \times 80\% = \$160,000$ in base and $\$100,000 \times 80\% = \$80,000$ in non-base pay, for total base and non-base pay of \$240,000).

Section 2: Term of Contract Appointment

- **Text**

- “This Contract is for a definite term beginning **[Start Date]** (“Effective Date”) and expiring on **[End Date]** (“Expiration Date”). This Contract will expire automatically unless, prior to the Expiration Date, it is extended, modified, or renewed. Any period of time in which this Contract is in effect shall be referred to herein as the “Term.” Any extension, modification, or renewal of this Contract will be valid only if it is in writing and signed by Physician and a duly authorized representative of the University.”

- **Purpose**

- This section describes the contract start and end dates (i.e., the dates during which the contract is valid and the University and the physician are bound by its terms).

- **Type**

- Modifiable. Green-highlighted sections are modifiable. All other terms are mandatory and not subject to modification.

- **Instructions**

- Insert the start date in place of the green highlighted “**[Start Date]**” and the end date in place of the green highlighted “**[End Date]**” and remove the green highlighting. Date formatting must be fully written out (i.e., June 1, 2022) rather than in numerical form (i.e., 06/01/2022), to avoid confusion as some other countries’ date conventions in numerical format cite the day before the year (i.e., European countries typically write June 1, 2022 as 01/06/2022).

Section 3: Duties and Responsibilities

- **Text**
 - “The duties and responsibilities of Physician are described in the Position Description, **attached hereto and incorporated herein** as Attachment A, “Position Description.” As an exempt employee, Physician shall not be eligible for overtime pay. Physician hereby agrees to perform the duties and responsibilities set forth in the Position Description, including the work schedule and the call schedule (evening, weekend and holiday call) as assigned, so long as this Contract remains in effect. On occasion, when the need is determined by the University, Physician may be directed to provide medical services at another University health care location. Additionally, in special circumstances, Physician may be assigned additional job duties and responsibilities at their primary work location in order to accommodate the objectives of the University. Physician agrees to perform all assigned duties competently, at an industry-appropriate standard of care, and in accordance with all state and Federal laws and regulations and applicable University policies, procedures, rules, and regulations.”
- **Purpose**
 - This section describes the appointment as exempt and incorporates the physician’s position description (specific scope of work) as Attachment A. This section provides flexibility for the department to direct the physician to provide medical services at a UC Davis Health location not cited in their position description, and in special circumstances to assign additional job duties and responsibilities outside the scope of the position description.
- **Type**
 - Mandatory. This section contains mandatory language not subject to modification.
- **Attachments**
 - Position Description, designated as “Attachment A”.
- **Instructions**
 - When issuing the fully executed contract to the physician, attach the position description as the first contract attachment, titled “Attachment A” at the top of the document. Note: MSP physician appointments are exempt, regardless of their percentage of appointment. Less than full time MSP physicians must still be treated as exempt employees (i.e., no strict monitoring of hours worked versus completion of assigned work).

Section 4: Qualifications of Physician

- **Text**
 - Lengthy and multi-sectional. Subsections include Licensure, Good Standing, Board Certification, Medicare and Medi-Cal Provider, Drug Enforcement Administration, Insurance Eligibility, Employability, Criminal History, Impairment, and Compliance.
- **Purpose**
 - This section describes the physician's minimum required qualifications. Failure to meet and maintain these qualifications subjects the physician to immediate termination as described in Section 8 (Termination).
- **Type**
 - Mandatory. This section contains mandatory language not subject to modification.

Section 5: Compensation and Benefits

- **Text**
 - Lengthy and multi-sectional. Each subsection will be addressed individually in subsequent slides.
- **Purpose**
 - This section describes the University's obligations to the physician respecting compensation and benefits. The section is divided into subsections, with each addressing a specific compensation or benefits item.
- **Type**
 - Modifiable. Green-highlighted sections are modifiable. All other terms are mandatory and not subject to modification. Yellow highlighted sections are optional and may be included at department's discretion.
- **Attachments**
 - Optional. If the department has agreed to provide the physician incentive pay, the terms relating to incentive pay must be attached as Attachment B.
- **Instructions**
 - Section 5 is the most adaptable section of the contract, providing flexibility to hiring departments to customize MSP physician compensation and benefits.

Subsection 5.1.1: Base Salary

- **Text**

- “Physician’s annual base salary (“Base Salary”) is \$[Base Salary \$] based on 100% of full time. In the event Physician’s appointment is less than 100% of full-time, then the Base Salary shall be prorated appropriately. Base salary shall be considered covered compensation under the University of California Retirement Plan (the “UCRP”), subject to the terms, conditions, and limitations for covered compensation imposed by the UCRP.”

- **Instructions**

- Insert physician’s annual base salary in place of the green highlighted “[Base Salary \$]” and remove the green highlighting. Formatting should be numerical (i.e., \$XXX,XXX). All other terms are mandatory and not subject to modification.

Subsection 5.1.2: Additional Compensation for Special Circumstances

- **Text**

- “If the University assigns additional duties in excess of what is described in the Position Description, additional work shifts, or call coverage services to respond to circumstances including, but not limited to, staffing shortages or unanticipated patient care needs, Physician shall be compensated in accordance with the department’s procedures and rate schedule for those services.”

- **Instructions**

- This subsection is mandatory and not subject to modification. If physician requests a copy of department’s current rate schedule, it should be provided to them but should not be attached to the contract as it is subject to change at the University’s discretion.

Subsection 5.1.3: Non-Base Salary (OPTIONAL)

- **Text**

- “ [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]”

- **Instructions**

- This subsection is optional, inclusion is at the hiring department’s sole discretion. If physician is eligible for non-base pay, insert entire subsection and remove yellow highlighting. Insert physician’s annual non-base salary in place of the green highlighted “[Non-Base Salary \$]” and remove the green highlighting. Formatting should be numerical (i.e., \$XXX,XXX). If included, all other terms are mandatory and not subject to modification.

Subsection 5.1.4: Incentive Pay (OPTIONAL)

- **Text**

- "If Physician maintains their University employment through the Expiration Date, Physician shall be entitled to incentive pay of [Incentive Pay %] % of base salary. Incentive pay shall be determined using performance-based criteria that are described in the department's policies or other current incentive plan attached hereto and incorporated herein as Attachment B. The performance-based criteria in the department's incentive plan are subject to unilateral modification by the department without notice to Physician. If the department modifies the performance-based criteria in its incentive plan, Physician shall be bound by the new performance-based criteria in the updated/modified departmental incentive plan. Incentive pay shall not be considered covered compensation under the UCRP. If Physician's employment pursuant to this Contract ends prior to the Expiration Date, Physician shall not be entitled to incentive pay. If Physician resigns from University employment and fails to meet the notice or average level of practice criteria required by Section 8.1.6, Physician shall not be entitled to incentive pay. Notwithstanding the foregoing, University may, in its sole discretion, pay Physician a pro-rata share of incentive pay for the time employed. If University exercises its discretion to pay Physician incentive pay after Physician has separated from the University, Physician agrees such the post-employment distribution of incentive pay shall be paid on the normally scheduled annual date for such pay, not upon Physician's separation from employment or any other time."

- **Instructions**

- This subsection is optional; inclusion is at the hiring department's sole discretion. Incentive pay **CANNOT** exceed 20% of base salary. If physician is eligible for incentive pay, insert entire subsection and remove yellow highlighting. Insert the incentive pay available as a percentage of base salary in place of the green highlighted "[Incentive Pay %]" and remove the green highlighting. Formatting should be numerical (i.e., XX%). If included, all other terms are mandatory and not subject to modification. Attach the department's current incentive plan and label as Attachment B.

Subsection 5.1.5: Allowable Moving Expenses (OPTIONAL)

- **Text**

- "If Physician meets the eligibility criteria for reimbursement of moving expenses pursuant to University Policy BFB G-13 (Policy and Regulations Governing Moving and Relocation), University shall reimburse to Physician 50% of Physician's allowable moving costs and 100% of the costs for moving Physician's professional library. University also agrees to request an exception to Policy BFB G-13 to reimburse Physician for the remaining 50% of Physician's allowable moving expenses up to \$[Amount \$]. Physician understands University does not guarantee the approval of this exception request. The parties agree the costs associated with Physician's relocation cannot currently be determined as an exact figure. If Physician's allowable moving expenses exceed the amount cited above, University agrees to request an increase to the exception approval. Physician understands and agrees that University does not guarantee the approval of this exception request. To receive reimbursement of allowable moving expenses pursuant to this subsection, Physician must submit receipts for any such expenses to their home department within sixty (60) calendar days of incurring the expense. Physician's failure to submit receipts to University within sixty (60) calendar days of incurring the allowable moving expense shall those expenses ineligible for reimbursement. Physician understands and agrees that all moving expenses paid for by University are included in federal wages, subject to income tax and FICA withholding. University makes no representation to Physician as to any tax implications related to this subsection."

- **Instructions**

- This subsection is optional; inclusion is at the hiring department's sole discretion. This subsection should be inserted if the department wants to reimburse physician for moving expenses. NOTE: use of this subsection requires compliance with University Policy BFB G-13 (<https://policy.ucop.edu/doc/3420347/BFB-G-13>), including that the distance between the physician's new job location and their former principal residence must be at least 50 miles more than the distance between the physician's previous work location and their former principal residence, and that during the 12-month period immediately following the physician's move, the physician must be employed full-time for at least 39 weeks. Administrators should review the policy to ensure compliance with all requirements. Insert the maximum amount of moving expenses to be reimbursed in place of the green highlighted "[Amount \$]" and remove the green highlighting. Formatting should be numerical (i.e., \$XX,XXX). All other terms are mandatory and not subject to modification.

Subsection 5.1.6: Sign-On Bonus (OPTIONAL)

- **Text**

- "University shall pay to Physician a one-time sign-on bonus of \$[Sign-On \$] as a single lump sum payment within 30 calendar days of the Contract's full execution. If Physician's University employment ends within [three (3) or five (5), department's choice] years of their initial University appointment, Physician agrees to repay to University a portion of the sign-on bonus prorated for the time of service completed. University makes no representation to Physician as to any tax implications related to this subsection related to this subsection."

- **Instructions**

- This subsection is optional; inclusion is at the hiring department's sole discretion. If physician is eligible to receive a sign-on bonus, insert entire section and remove yellow highlighting. Insert the amount of relocation pay in place of the green highlighted "[Sign-On \$]" and remove the green highlighting. Formatting should be numerical (i.e., \$XXX,XXX). The department has the sole discretion to choose between a mandated three or five-year term to trigger the repayment provision. Insert either "three (3)" or "five (5)" in place of the green highlighted "[redacted]" and remove the green highlighting. All other terms are mandatory and not subject to modification.

Subsection 5.1.7: Employment-Related Expenses (OPTIONAL: IF INCLUDED, TWO OPTIONS)

- **Text: OPTION 1**

- "OPTION 1: Upon timely presentation of proof of costs incurred, University shall reimburse Physician up to \$[Expenses \$] per fiscal year for employment related expenses, including educational activities, including travel to scientific or clinical meetings, medical license fees, professional society dues and subscriptions to medical or scientific journals. Physician's right to use each fiscal year's funds shall expire on June 30. Any unused funds shall not carry over from year to year. Funds are considered to have been spent in the year the use of funds is approved by the University."

- **Text: OPTION 2**

- "OPTION 2: University shall pay Physician \$[Expenses\$] for the first year of employment, prorated to the Effective Date. Thereafter, the University shall pay Physician the same amount annually as provided to faculty in the [Department/Division]. Such funds are to be used for educational

- **Instructions**

- This subsection is optional and includes two versions; inclusion of either option is at the hiring department's sole discretion and is subject to limitations provided by University policy. This subsection should be inserted if the department wants to either reimburse physician for other costs of relocating to work at UC Davis Health or pay the Physician an annual stipend for such costs. If physician is eligible for payment or reimbursement of employment related expenses, insert the entirety of the appropriate subsection and remove yellow highlighting. Insert the reimbursement or pay available in place of the green highlighted "[Expenses \$]" and "[Department/Division]" and remove the green highlighting. Formatting should be numerical (i.e., \$XX,XXX). All other terms are mandatory and not subject to modification.

Subsection 5.1.8: Professional Liability Insurance (Mandatory)

- **Text**

- “Professional liability insurance for activities that are within the course and scope of University employment is provided under the University of California Professional Medical and Hospital Liability Self Insurance Program. If prior to the effective date of this contract Physician was covered by a claims-made professional liability insurance policy, Physician shall, on or before the Effective Date of this Contract, arrange for commercial tail coverage for acts prior to employment and shall present evidence of coverage to University.”

- **Instructions**

- The first portion of this subsection is mandatory and not subject to modification (i.e., the non-highlighted section).

Subsection 5.1.8: Professional Liability Insurance (OPTIONAL)

- **Text**

- "Upon timely presentation of the invoice for commercial tail coverage by Physician to University, the University shall reimburse the Physician for the cost of commercial tail coverage for acts prior to appointment; provided, however, University does not assume any liability whatsoever for Physician's activities prior to University employment. If this Contract terminates prior to the expiration of the initial term of the Contract, Physician shall be required to reimburse University a proportionate amount of the cost of the commercial tail coverage which the University paid, which shall be computed as follows: Cost of commercial tail coverage times a fraction, the numerator of which shall be the number of whole months which have elapsed since the Effective Date of the Contract and the denominator of which shall be the number of whole months in the initial term of the Contract. The reimbursement for commercial tail coverage will be included in Physician's gross income and will be treated as wages for federal and state tax purposes. University shall not be responsible for the payment of any taxes on the reimbursement for commercial tail coverage.

- **Instructions**

- The yellow highlighted section is optional; inclusion is at the hiring department's sole discretion. The yellow highlighted portion of this subsection should be inserted if the department wants to reimburse the physician for their cost of commercial tail insurance coverage. If included, all terms in the yellow highlighted portion are mandatory and not subject to modification. After insertion, remove yellow highlighting.

Subsection 5.2: Benefits

Subsection 5.2.1: Holidays (OPTIONAL)

- **Text**

- “Physician’s standard work schedule may require them to work on a University designated holiday or holidays. In such circumstances, Physician shall be compensated in accordance with the terms of their Position Description (Attachment A) and departmental procedures, compensation schedule, and/or compensation plan. As an exempt employee, Physician is not entitled to additional compensation for working on holidays.”

- **Instructions**

- This subsection describes the physician’s obligation to work designated holidays and their compensation for that work. This subsection is optional depending upon the physician’s percentage of appointment. For physicians with a 50% or greater appointment, insert this subsection without modification and remove yellow highlighting. Physicians with appointments of less than 50% are not eligible for Holiday, PTO, or ESL pay, so this section should not be included.

Subsection 5.2.2: Paid Time Off (OPTIONAL)

- **Text**

- “Physician shall accrue Paid Time Off (“PTO”) per the UC Davis Health PTO Policy (<https://hr.ucdavis.edu/employees/leave-time-off/pto-ucdhs>). In the event Physician’s appointment is not full-time, Physician shall earn proportionate PTO based on the percentage of appointment. Physician shall request and schedule PTO in accordance with departmental procedures. PTO is paid at the combined base salary and non-base salary rate; it does not include incentive pay.”

- **Instructions**

- This subsection describes the physician’s accrual of paid time off leave pursuant to the UC Davis Health Paid Time Off policy. This subsection is optional depending upon the physician’s percentage of appointment. For physicians with a 50% or greater appointment, insert this subsection without modification and remove yellow highlighting. Physicians with appointments of less than 50% are not eligible for Holiday, PTO, or ESL pay, so this section should not be included.

Subsection 5.2.3: Extended Sick Leave (OPTIONAL)

- **Text**

- “Physician shall accrue Extended Sick Leave (“ESL”) per the UC Davis Health PTO Policy (<https://hr.ucdavis.edu/employees/leave-time-off/pto-ucdhs>). In the event that Physician’s appointment is not full-time, then Physician shall earn proportionate ESL based on the percentage of appointment set forth in Section 1 above, ESL will be used in accordance with the UC Davis Health PTO Policy. (<https://hr.ucdavis.edu/Physicians/leave-time-off/pto-ucdhs>). ESL is paid at the combined base salary and non-base salary rate; it does not include incentive pay.”

- **Instructions**

- This subsection describes the physician’s accrual of extended sick leave pursuant to the UC Davis Health Paid Time Off policy. This subsection is optional depending upon the physician’s percentage of appointment. For physicians with a 50% or greater appointment, insert this subsection without modification and remove yellow highlighting. Physicians with appointments of less than 50% are not eligible for Holiday, PTO, or ESL pay, so this section should not be included.

Subsection 5.2.4: Retirement and Health and Welfare Benefits (OPTIONAL)

- **Text**

- “Physician shall receive health and welfare benefits subject to the eligibility requirements of the University of California Group Insurance regulations and the UCRP. Physician’s retirement will be based on Physician’s Base Salary, subject to the restrictions and limits of the UCRP. University rehired retirees are only eligible for retirement and health and welfare benefits under specific limited circumstances, and so this subsection will usually not apply if Physician is a University rehired retiree.”

- **Instructions**

- This subsection is optional but is included unless the physician is a rehired retiree. This subsection **CANNOT be included** for rehired retirees. If physician is not a rehired retiree, insert this subsection and remove yellow highlighting. If included, all terms in this subsection are mandatory and not subject to modification. NOTE: physician’s appointment MUST be at least one year in duration to be eligible for retirement and health and welfare benefits.

Section 6: Outside Professional Activities

- **Text**
 - See following slides
- **Purpose**
 - This section describes the limitations placed on the physician to engage in outside professional activities (OPA) as defined in this section, and their obligation to report such outside professional activity to the University. Such limitations and reporting requirements are based on the percentage of the physician's University appointment or the physician's actual hours worked. Physicians with less than 50% appointments have neither OPA limitations nor reporting obligations. Physicians with 50%-89% appointments have no OPA limitations but are required to disclose OPA to their supervisor prior to engaging in OPA and must report all OPA annually via an online tool provided by Academic Personnel.
- **Type**
 - Mandatory. This section contains mandatory language not subject to modification.

Subsection 6.1: Professional Activities Definition

- **Text**

- “Outside professional activities, compensated or uncompensated, and regardless of financial interest, are defined as those activities performed for a non-University entity that are within Physician’s area of professional expertise and that advance or communicate that expertise through interaction with industry, the community, or the public (“Professional Activities”). Outside Professional Activities are distinct from non-professional activities (i.e., activities that are part of Physician’s private life and are not within Physician’s area of professional expertise). Outside Professional Activities must not interfere with Physician’s professional obligation to University. Professional Activities may include patient care or clinical activities, employment outside the University, assuming an executive or managerial position outside of University, consulting for government, industry, for-profit and not-for-profit organizations, serving on a board of directors, and/or expert professional witness activities.”

Subsection 6.2: Limits on Professional Activities

- **Subsection 6.2.1: Appointment Less than 90%**

- **Text**

- “If Physician’s appointment percentage as described in Section 1 is less than or equal to Eighty-Nine Percent (89%), or if Physician’s actual hours worked for any sixty (60) consecutive day period during the Term does not exceed Eighty-Nine Percent (89%) of that 60-day period’s normal working hours, Physician may engage in Professional Activities, including clinical activities, without restriction.”

- **Instructions**

- None, but note triggering criteria is either appointment percentage or actual hours worked over any 60 consecutive day period during the Term.

Subsection 6.2: Limits on Professional Activities (cont.)

- **Subsection 6.2.2: Appointment 90% or Greater**

- **Text**

- “If Physician’s appointment percentage as described in Section 1 is between Ninety Percent (90%) and One Hundred Percent (100%), or if Physician’s actual hours worked for any sixty (60) consecutive day period during the Term exceed Eighty-Nine Percent (89%) of that 60-day period’s normal working hours, Physician agrees to limit their Professional Activities as described in this subsection. Physician agrees to not become a member of any professional partnerships and/or corporation(s) and agrees to devote all patient care and clinical activities to their University appointment. Physician also agrees to limit their annual earnings from Professional Activities to a maximum of Forty Thousand Dollars (\$40,000), excluding earnings from prizes, honoraria, royalties, administrative stipends, and/or income from activities unrelated to the training and experience qualifying Physician for their University appointment.”

- **Instructions**

- None, but note triggering criteria is either appointment percentage or actual hours worked over any 60 consecutive day period during the Term. Note also difference from faculty: maximum OPA threshold is \$40,000.

Subsection 6.3: Reporting Obligation

- **Subsection 6.3.1: Appointment Less than 50%**
 - **Text**
 - “If Physician’s appointment percentage as described in Section 1 is less than Fifty Percent (50%), or if Physician’s actual hours worked for any sixty (60) consecutive day period during the Term is less than Fifty Percent (50%) of that 60-day period’s normal working hours, Physician has no duty to report their Professional Activities.”
 - **Instructions**
 - None, but note triggering criteria is either appointment percentage or actual hours worked over any 60 consecutive day period during the Term.

Subsection 6.3: Reporting Obligation (cont.)

- **Subsection 6.3.2: Appointment 50% or Greater**

- **Text**

- “If Physician’s appointment percentage as described in Section 1 is equal to or greater than Fifty Percent (50%), or if Physician’s actual hours worked for any sixty (60) consecutive day period during the Term is equal to or greater than Fifty Percent (50%) of that 60-day period’s normal working hours, Physician agrees to disclose any Professional Activities to Physician’s supervisor prior to engaging in the activity, and agrees to report all Professional Activities and the earnings therefrom each calendar year, no later than Jan 31 the year immediately following the calendar year reporting period.”

- **Instructions**

- None, but note triggering criteria is either appointment percentage or actual hours worked over any 60 consecutive day period during the Term.

Section 7: Medical Records

- **Text**
 - “Patient records, patient lists, and billing information are the property of the University. All patient records, patient lists, and all other forms of health care information located at any University work location will remain with the University at the expiration or termination of this Contract. Physician may not access or utilize patient lists or billing information without the express written permission of the University. Physician may not access or utilize any protected health information or personally identifying information except as expressly set forth in the University’s applicable privacy policies and training.”
- **Purpose**
 - This section describes the legal ownership, the University’s expectations, and physician’s obligations relating to medical records.
- **Type**
 - Mandatory. This section contains mandatory language not subject to modification.

Section 8: Termination

- **Text**
 - Lengthy and multi-sectional. Each subsection will be addressed individually in subsequent slides.
- **Purpose**
 - This section describes the University's obligations respecting the termination of the physician's employment under various circumstances. This section includes subsection 8.2, which is a notice provision applicable to most terminations, with the notice period varying by type of termination.
- **Type**
 - Mandatory/**One Sentence Optional**. This majority of this section contains mandatory language not subject to modification. The only optional portion of this subsection that is the final sentence, highlighted in yellow. This sentence must be included if physician receives incentive pay, as included in subsection 5.1.4. If physician receives incentive pay and so subsection 5.1.4 is included in the contract, the yellow-highlighted sentence must also be included.
- **Instructions**
 - See following slides.

Subsection 8.1.1: Termination for Gross Negligence/Misconduct

- **Text**

- “Immediately for Physician engaging in gross negligence, gross incompetence, egregious misconduct (including, potentially, egregious misconduct off the job if there is the potential to impact Physician’s reputation or ability to perform the duties described in Section 3), unauthorized access to or use of protected health information, endangerment to patient, coworker, or public health and safety, insubordination, or conviction of a felony or a job-related misdemeanor. Examples of egregious misconduct include, but are not limited to, theft, violence, intentional damage to property, sexual harassment or sexual violence, discrimination, retaliation, endangering others, insubordination, abusive conduct, violations of patient confidentiality, substance abuse, and misuse of University property, name, or branding.”

Subsection 8.1.2: Qualifications

Subsection 8.1.3: Termination of Academic Appointment

- **Subsection 8.1.2: Qualifications**

- **Text**

- “Immediately upon failure of Physician to meet and maintain any of the qualifications set forth in Section 4.”

- **Subsection 8.1.3: Termination of Academic Appointment**

- **Text**

- “Immediately upon the termination of the required Health Sciences Clinical Professor (APM-278) without salary, Volunteer Clinical Professor (APM-279) without salary, or Clinical Associate (APM-350) without salary appointment.”

Subsection 8.1.4: Performance

- **Text**

- “Upon thirty (30) calendar days’ prior written notice, pay in lieu of notice, or a combination thereof, for breaches of this Contract other than those described in Sections 8.1.1 8.1.2, and 8.1.3 including failure to comply with **applicable** University or primary work location policies and procedures, misconduct on the job or misconduct off the job which reflects negatively on Physician and/or the University, failure to meet acceptable minimum standards of performance or patient care as determined by the University, absences from duties without leave, failure to meet productivity standards or failure to perform the job duties as set forth in this Contract. The 30-day notice period shall commence on the date of the written notice of the intent to terminate.”

Subsection 8.1.5: University Discretion

- **Text**
 - “Upon ninety (90) calendar days’ prior written notice, pay in lieu of notice, or a combination thereof, if the **University** no longer requires the services of Physician for a non-performance related reason. Termination under this subsection is at the University’s sole discretion.”

Subsection 8.1.6: Resignation

- **Text**

- “Upon ninety (90) calendar days’ prior written notice given by Physician to their direct supervisor. Physician agrees that during the time between delivery of notice of resignation through the resignation date, they will maintain the same average level of practice as during the three months immediately prior to notice of **termination**. The period commencing with the notice of resignation up to and including the effective date of resignation shall be referred to as the “Notice Period”. If Physician fails to maintain the minimum level of practice during the Notice Period, University may reduce Physician’s compensation in proportion to the time Physician devotes to their University appointment during the Notice Period. **Physician’s failure to meet the obligations of this subsection shall render Physician ineligible to receive incentive pay pursuant to Section 5.1.4 (Incentive Pay).”**

- **Instructions**

- Only include highlighted section if contract includes incentive pay section. If physician receives incentive pay and so subsection 5.1.4 is included in the contract, the yellow-highlighted sentence must also be included, and remove yellow highlighting.

Subsection 8.1.7: Mutual Agreement

Subsection 8.1.8: Death or Disability

- **Subsection 8.1.7: Mutual Agreement**

- **Text**

- “Upon the mutual, written agreement of the parties.”

- **Subsection 8.1.8: Death or Disability**

- **Text**

- “Upon the death of Physician or upon the disability of Physician which renders them incapable of performing the essential job functions of the position with or without reasonable accommodation.”

Subsection 8.2: Notice and Decision

- **Text**

- “When Physician is to be terminated under Sections 8.1.1, 8.1.2, 8.1.3, 8.1.4, or 8.1.8 (disability only), Physician shall receive written notice of the intent to terminate, which shall include a statement of the reason(s) for the intended action, a copy of any materials upon which the termination is based, and a statement that Physician has a right to respond orally or in writing within eight (8) calendar days. After Physician has responded or after eight (8) calendar days, whichever comes first, management shall review the response, if any, and inform Physician of the action to be taken. Unless otherwise stated, the standard of review under this section will be to determine whether the University has a legitimate basis to believe the intended termination is appropriate under the cited subsection and is neither arbitrary nor capricious. The University need not prove the legitimacy of the intended termination to a preponderance of the evidence or greater standard.”

- **Instructions**

- This subsection describes when advanced notice of the intent to terminate must be provided to the physician, and the conditions when such an intended termination is subject to review prior to the final determination to terminate.

Subsection 8.3: Effect of Termination

- **Text**

- “In the event Physician’s appointment pursuant to this Contract is terminated for any reason, Physician’s faculty appointment, University medical staff membership, and clinical privileges (if applicable) shall immediately terminate.”

Subsection 8.4: Payment of Terminal Earnings

- **Text**

- “Other than as described in this subsection, the University shall pay to Physician all accrued earnings and accrued paid time off on Physician’s final day of University employment. For terminations pursuant to subsections 8.1.6, 8.1.7, or 8.1.8 (death only), the University shall pay to Physician all accrued earnings and accrued paid time off on the next regularly scheduled payroll date following the Physician’s final day of University employment. The University shall transmit terminal earnings to Physician via direct deposit (if appropriate), by certified mail return receipt requested, or by Federal Express in the form of a check made payable to Physician.”

- **Instructions**

- This subsection describes the process for payment of terminal earnings, including accrued PTO. As of this writing, the University’s payroll system (UCPath) requires at least five days’ notice to process an off-cycle termination check. Department administrators should keep this in mind when submitting the ticket to UCPath to terminate the physician’s appointment, and ensure sufficient time is provided to UCPath to process the request to comply with the contractual obligation to provide the physician their terminal pay on their final day of University employment. Failure to provide all terminal pay on the final day of employment when required may result in litigation and the department being responsible for penalties and costs.

Section 9: Personnel Policies

- **Text**
 - Lengthy and multi-sectional.
- **Purpose**
 - This section incorporates many of the Personnel Policies for Staff Members (PPSM) into the contract, meaning the physician is bound by these as terms and conditions of employment. Only the named sections are incorporated and therefore relevant to the staff physician contract.
- **Type**
 - Mandatory. This section contains mandatory language not subject to modification.

Section 10: General Provisions

- **Text**
 - Various standard contracting mandatory provisions relating to the interpretation of the contract provisions, severability, waiver, amendments, choice of laws, construction, etc.
- **Purpose**
 - To ensure clarity of the parties' intent.
- **Type**
 - Mandatory. This section contains mandatory language not subject to modification.

Footer

- **Purpose**

- This section includes the physician's last name, the page number, total contract pages, and revision date. Including physician's last name on each page of the contract is a standard contracting convention, and ensures verification of contracting party if an individual section is disputed.

- **Type**

- Modifiable. Green-highlighted section is modifiable. All other terms are mandatory and not subject to modification.

- **Instructions**

- Insert the last name of the physician in place of the green highlighted "*Physician Last Name*" in footer in mixed case rather than all caps, italicized.

Signature Page (Two Versions: SOM & CPG)

- **Purpose**
 - These sections include the signature lines which, upon execution, bind the parties to the employment contract's terms and conditions.
- **Type**
 - Modifiable. All other terms are mandatory and not subject to modification.
- **Instructions**
 - Two signature pages are provided: one for the School of Medicine (denoted "SOM" at the top of the page, in green highlighting) and one for the Community Physicians Group (denoted "CPG" at the top of the page, in green highlighting). Green-highlighted sections are modifiable. For School of Medicine staff physician hires, insert the full name of the Department Chair in place of the green highlighted "[Department Chair's Full Name]" and the department name in place of the green highlighted "Department", both in mixed case rather than all caps, and remove the green highlighting for both. Insert the Executive Director, UC Davis Medical Group's full name in place of the green highlighted "[CPG Medical Director's Full Name]", in mixed case rather than all caps and remove the green highlighting. Confirm with HR: Talent Acquisition the proper name to insert as the Manager of UC Davis Health Talent Acquisition, Human Resources. Insert the full name of the UC Davis Health Talent Acquisition Manager in place of the green highlighted "[TA Manager's Full Name]", in mixed case rather than all caps, and remove the green highlighting. Delete the unused signature page denoted "CPG" at the top of the page, in green highlighting.
 - After all adjustments are made to finalize the Contract terms, delete top of contract statement, "PLEASE SEE CONTRACT GUIDE FOR INSTRUCTIONS FOR USE", "FILL-IN BLANKS", "OPTIONAL", and all lines above "UC DAVIS HEALTH".

Signature Page (continued: CPG)

- **Instructions**

- For Community Physicians Group staff physician hires, insert the full name of the UC Davis CPG Medical Director in place of the green highlighted “[Medical Director, UCDH CPG Full Name]”, in mixed case rather than all caps, and remove the green highlighting. Insert the Executive Director, UC Davis Medical Group’s full name in place of the green highlighted “[CPG Medical Director’s Full Name]”, in mixed case rather than all caps and remove the green highlighting. Confirm with HR: Talent Acquisition the proper name to insert as the Manager of UC Davis Health Talent Acquisition, Human Resources. Insert the full name of the UC Davis Health Talent Acquisition Manager in place of the green highlighted “[TA Manager’s Full Name]”, in mixed case rather than all caps, and remove the green highlighting. Delete the unused signature page denoted “SOM” at the top of the page, in green highlighting.
- After all adjustments are made to finalize the Contract terms, delete top of contract statement, “PLEASE SEE CONTRACT GUIDE FOR INSTRUCTIONS FOR USE”, “[FILL-IN BLANKS]”, “[OPTIONAL]”, and all lines above “UC DAVIS HEALTH”.

Attachments

- **Labels**
 - A: Position Description
 - B: Incentive Pay, or not if physician is ineligible for incentive pay
- **Purpose**
 - To ensure all documents directly relevant to the core terms and conditions of the employment relationship are attached and provided to the physician.
- **Type: Mandatory/Optional**
 - Attachment A (Position Description), is mandatory.
 - Attachment B (Incentive Pay) is required only if subsection 5.1.4 is included in the contract.
- **Instructions**
 - Attach the relevant documents, with proper headings denoting them as Attachments A and B, as appropriate.

Questions / Discussion



Need Help?

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Thank you

