

**ADDENDUM TO
THE SCHOOL OF MEDICINE, COLLEGE OF PHARMACY & COLLEGE OF POPULATION HEALTH
FACULTY CONTRACT**

AFFILIATION AND REASSIGNMENT AGREEMENT

For and in consideration of the mutual covenants and agreements contained in the Faculty Contract to which this Individual Affiliation and Reassignment Agreement (this "**Agreement**") is added and in this Agreement, the Regents of the University of New Mexico ("**UNM**") for and on behalf of the University of New Mexico School of Medicine, College of Pharmacy and the College of Population Health (the "**UNM SOM, COP and CPH**"), and the undersigned individual (the "**Provider**"), hereby agree as follows:

1. **Affiliation and Management Services Agreement.** Under and pursuant to the Affiliation and Management Services Agreement dated as of July 1, 2007 (the "**Affiliation Agreement**"), the UNM **SOM, COP and CPH** and the UNM **SOMs, COPs and CPHs** faculty practice organization, UNM Medical Group, Inc., a New Mexico Nonprofit and University Research Park Act Corporation ("**UNMMG**") agreed that the latter would be the exclusive entity to bill and collect, under its own tax identification number and provider number, for all professional services rendered by the Provider, as set forth in Section 3 herein below (the "**Medical Services**").
2. **Acknowledgement of Affiliation Agreement; Assignment.** The Provider acknowledges the terms, conditions, and provisions of the Affiliation Agreement and agrees that UNMMG will bill, under its own tax identification number and provider number, any and all fees for all Medical Services delivered by the Provider as defined in Section 3 herein below (as defined in Section 3 herein below, the "**Fee Income**"). UNMMG will deposit all Fee Income and UNMMG will work with the UNM **SOM, COP and CPH** to distribute all such Fee Income in accordance with applicable policies and procedures of the UNM **SOM, COP and CPH**, the Affiliation Agreement, and with methodologies to be established by UNMMG. To this end, the Provider hereby assigns, sets over, and conveys to UNMMG all of Provider's rights with respect to any and all fees for all Medical Services, including all such fees payable under contracts between UNM and third parties payers for Medical Services. Provider shall execute all documents required from time to time by UNMMG, including, but not limited to, a CMS Form 855-R, and otherwise fully cooperate with UNMMG to enable UNMMG to collect accounts from patients and third party payers.
3. **Definition of Fee Income; Exceptions.** For purposes of this Agreement, the term shall have the following meanings:
 - a) **Full-Time Faculty.** For purposes of Full-Time Faculty members, the term "Fee Income" includes any remuneration received by the Provider, UNM, UNMMG, or others, with regard to Provider's rendering of Medical Services in the form of patient care, whether provided at the University of New Mexico Health Sciences Center, its clinical facilities, UNMMG clinical facilities, or elsewhere. Any question regarding the appropriate retention or deposit of Fee Income will be referred to the UNMMG, and the decision of the UNMMG will be final. For remuneration received by a full-time faculty or staff member not to be considered Fee Income as defined above, all three of the following conditions must be met:
 - (i) the remuneration must be for professional services provided while the Provider is on annual leave or other authorized leave (other than professional leave) from UNM;
 - (ii) the Provider must have received prior written approval for the activity from the Provider's Department Chair and the Dean of the UNM **SOM, COP and CPH; and**
 - (iii) the Provider must not provide the professional services within the State of New Mexico
 - b) **Part-Time Providers and Providers Assigned 8/8ths to VAMC.** For purposes of Part-Time Providers and Providers assigned to the VAMC on an 8/8ths basis, the term "Fee Income" includes any remuneration received by the Provider, UNM, UNMMG or others, with regard to Provider's rendering of Medical Services in the form of patient care, provided at the University of New Mexico Health Sciences Center, its clinical facilities, UNMMG clinical facilities, or elsewhere, as requested by the UNM **SOM, COP and CPH**. The parties understand and agree that income and fees earned by Provider for patient care services not provided at the University of New Mexico Health Sciences Center, its clinical facilities, UNMMG clinical facilities, or elsewhere, as requested by the UNM **SOM, COP and CPH**, shall not be considered Fee Income under this Agreement.
 - c) **Professional Liability and Independent Status.** The Provider hereby acknowledges and agrees if the Provider does provide patient services that are not considered Medical Services or Fee Income under this Agreement, that the Provider will be solely and exclusively responsible for obtaining the Provider's own professional liability insurance coverage for those services and hereby further acknowledges and agrees that, in respect of any such patient services, the Provider will not be considered a "public employee" within the meaning of N.M. STAT. ANN. § 41-4-3 and therefore will not be covered by the immunities and public liability fund coverages afforded by the New Mexico Tort Claims Act, N.M. STAT. ANN. §§ 41-4-1 *et seq.* In this connection, Provider agrees that Provider will indemnify and hold UNM, the Regents, the UNM **SOM, COP and CPH**, and its officers, employees and agents harmless of and from and losses or damages (including reasonable attorneys) associated with any claim, demand, cause of action arising out of or related to any patient care services rendered by Provider that are not considered Medical Services or Fee Income under this Agreement.

4. **Fee Income Received by Provider.** If the Provider receives directly any Fee Income, the Provider will promptly remit all such Fee Income to UNMMG, for deposit and distribution in accordance with Paragraph 2 above. The Provider will not divert or use any Fee Income earned prior to the effective date of termination of the Provider's employment by UNM, except as set forth in the Affiliation Agreement and this Agreement.
5. **Compliance with UNMMG and UNM SOM, COP and CPH Policies.** The Provider hereby agrees to comply with all UNMMG and UNM **SOM, COP and CPH** policies including, but not limited to, any and all requirements relative to standards of practice, patient care documentation, education and training, and compliance.
6. **Termination Provisions.** The following shall constitute grounds for termination of this Agreement:
 - (a) **Automatic Termination.** This Agreement shall terminate automatically on the date set forth in this Section 7(a) if any of the following acts or events shall occur during the term of this Agreement:
 - (i) Effective immediately upon the failure by the Provider to maintain eligibility to participate in or to receive payment from Medicare or Medicaid, or any other federal health care program; or
 - (ii) Effective upon the date Provider's employment by UNM terminates for any reason,
 - (b) **Termination for Cause.** This Agreement may be terminated for cause by UNMMG, effective upon written notice to the Provider, if any of the following acts or events occurs during the term of this Agreement:
 - (i) Failure by the Provider to adhere to the terms of this Agreement; or
 - (ii) Provider willfully engages in illegal conduct or gross misconduct, which is materially and demonstrably injurious to UNMMG. For purposes of this provision, no act or failure to act on the part of Provider shall be considered "willful" unless it is done in bad faith or without reasonable belief that Provider's action or omission was in the best interests of the UNM **SOM, COP and CPH** and/or UNMMG.
7. **Effect of Termination.**
 - (a) If this Agreement is terminated as provided in Paragraph 7 of this Agreement, the Provider understands, acknowledges and agrees that UNM will terminate the employment of the Provider.
 - (b) Notwithstanding any termination of this Agreement, any and all claims for Medical Services and any and all Fee Income shall remain reassigned to UNMMG and shall remain the property of UNMMG or the UNM **SOM, COP and CPH**.