[Note: For UTMDACC only, “Medical Service, Research, and Development Plan” should be revised to read “Physician Referral Service”]

**AGREEMENT FOR PARTICIPATION IN**

**MEDICAL SERVICE, RESEARCH, AND DEVELOPMENT PLAN AT**

**THE UNIVERSITY OF TEXAS [NAME OF INSTITUTION]**

This Agreement is between The University of Texas **[Name of Institution]** (“University”) and **[Name of Physician]**, a physician licensed to practice medicine in the State of Texas (“Faculty Member”).

**RECITALS**

1. The Board of Regents of The University of Texas System (“Board of Regents”) has authorized University to appoint Faculty Member to the faculty of University.
2. The Board of Regents has authorized University to establish and maintain a Medical Service, Research, and Development Plan (“Plan”) and the Board of Regents has approved the Bylaws of the Plan.
3. The Bylaws of the Plan require all physician faculty members employed by University to be members of the Plan and to assign to University all fees for professional services, as defined by the Bylaws of the Plan, billed, charged, or received by a physician faculty member.

**AGREEMENT**

For and in consideration of the employment of Faculty Member by University, the parties agree as follows:

1. Faculty Member shall be a member of the Plan and will comply fully with the Bylaws of the Plan currently in effect and as the Bylaws may be amended from time to time and will fully cooperate with other members of the Plan and University in carrying out the purposes of the Plan. Faculty Member will also abide by all rules, regulations, and policies of University, including Faculty Member’s departmental policies and policies relating to standards of patient care. Such rules, regulations, and policies are specifically made a part of this Agreement by reference. Faculty Member will be responsible for keeping informed as to the current content and interpretation of the Bylaws of the Plan and the rules, regulations, and policies of University and Faculty Member’s department.
2. Faculty Member hereby assigns to University, for the benefit of the Plan, all fees billed, charged, or received for professional services during the period Faculty Member is employed by University. Such assignment does not include salary or employee benefits paid to Faculty Member by University. Faculty Member’s assignment is irrevocable during the period of Faculty Member’s employment by University. Title to and the right to receive and possess such fees for professional services shall pass to University immediately upon billing for or receipt of such fees, whichever shall first occur.
3. Faculty Member will bill for all professional services through the designated billing office of University and will abide by all University rules and regulations regarding billing. Faculty Member will comply with all federal and state laws, rules, and regulations for documentation by teaching facility physicians related to billing third party payors for professional services. All monies received by Faculty Member for professional services, whether cash, check or other negotiable instrument, will be immediately turned over to the designated business office of University and all checks made payable to Faculty Member will be properly endorsed to University prior to delivery to the designated office.
4. Faculty Member’s failure to comply with this Agreement, the Bylaws of the Plan, or the rules, regulations, and policies referenced in Faculty Member’s annual memorandum of appointment; failure to bill for professional services through University’s designated billing office; failure to immediately deliver fees received by Faculty Member for professional services to University’s designated business office; or the retention of cash or checks received by Faculty Member for professional services or the deposit of such cash or checks into Faculty Member’s personal account or any other account not authorized in writing by University, will render Faculty Member ineligible to receive any benefit from the Plan , result in cancellation of coverage under The University of Texas System Professional Medical Liability Benefit Plan, and shall be good cause for such disciplinary action as may be appropriate under the circumstances, including, but not limited to, restitution of funds with interest and termination of employment pursuant to the provisions of Rule 31008, Regents’ *Rules and Regulations* of the Board of Regents.
5. Faculty Member hereby authorizes University and its agents or employees to examine any and all records related to professional services rendered by Faculty Member that are made or kept by or under the authority of Faculty Member, including patient ledgers, billings records, income tax returns, and medical records for purposes of auditing the collection and disposition of fees for professional services, and shall make such records available upon request of University.
6. If for any reason Faculty Member’s employment with University shall terminate, this Agreement and Faculty Member’s participation in the Plan shall terminate without recourse. All fees for professional services and accounts receivable for professional services rendered by Faculty Member prior to termination of employment with University are subject to the terms of this Agreement regardless of whether such fees may have been billed or received prior to such termination date.
7. The term of this Agreement shall be effective from the date of Faculty Member’s employment with University until the date of termination of employment.

**[Signature Page Follows]**

**FACULTY MEMBER:**

Date:

**[Name of Physician]**

Texas Medical License No. Expiration Date:

**UNIVERSITY:**

Date:

Chairman of Department

Date:

Dean (or equivalent)

Date:

President