CLINICAL APPOINTMENT CONTRACT

Physician

PHYSICIAN:

ACADEMIC RANK:

TENURE STATUS:

DEPARTMENT:

ACADEMIC SCHOOL:

MAJOR RESPONSIBILITIES:

COMMENCEMENT DATE:

CONTRACT END DATE:

THIS CLINICAL APPOINTMENT CONTRACT ("Agreement") is made and entered into by the University of North Texas Health Science Center, a Texas state institution of higher education (“UNTHSC”), and by Physician, effective upon date of last signature below and contingent upon faculty appointment.

RECITALS

A. UNTHSC participates in a clinical practice group to increase educational and research opportunities, provide community healthcare services, and prepare the next generation of physicians to meet future health care needs in Texas and beyond. UNTHSC faculty members provide professional medical services through this clinical practice group and for other clinical practice groups affiliated with UNTHSC (collectively “Clinical Practice Group”).

B. UNTHSC desires to employ Physician to provide administrative and professional medical services, teaching, and related services for and on behalf of UNTHSC, and Physician desires to accept employment with UNTHSC under the terms and conditions of this Agreement.

AGREEMENT

# Employment of Physician

. UNTHSC hereby employs Physician, and Physician hereby accepts employment with UNTHSC, upon Physician’s faculty appointment or re-appointment and in accordance with the terms and conditions set forth herein. Physician’s faculty appointment is a condition precedent to this Agreement, and neither Physician’s employment nor this Agreement shall become effective prior to such appointment. While this Agreement may be executed and effective on a different date, the date on which employment of Physician will begin is the Commencement Date set forth above. During the term of Physician’s employment, Physician agrees to comply with federal and state laws, regulations, and rules, UNT System Board of Regents Rules, and UNTHSC policies, including without limitation, the Faculty Bylaws and the Code of Ethics and Standards of Conduct.

# Duties of and Services by Physician

. Physician will be an employee of UNTHSC in providing administrative and professional medical services to patients of the Clinical Practice Group to which Physician may be assigned, and providing teaching faculty services to students of UNTHSC (collectively “Services”). Specific Service duties, responsibilities, performance expectations, and objectives will be established and evaluated in the UNTHSC faculty performance evaluation process and may include input or data from the Clinical Practice Group to which Physician is assigned. Initial Full-Time Equivalency (“FTE”) assignment to general areas of Service is set forth in Attachment A to this Agreement.

## Employment Status

. Physician shall perform the Services and devote such professional efforts as may be required by and in accordance with Texas law and applicable UNTHSC faculty/personnel policies, Faculty Bylaws, and Clinical Practice Group policies and procedures. Except as provided in Section 4 below, Physician will devote Physician’s full professional efforts to performance of the Services and the affairs of UNTHSC and Clinical Practice Group.

## Performance of Services

. Physician's Services will be performed at such times and places through a Clinical Practice Group in Tarrant County, Texas and surrounding areas as may be reasonably designated from time to time by UNTHSC after consultation with Physician. UNTHSC shall notify Physician reasonably in advance of the times and dates of Services to be provided by Physician, along with the clinical location for the provision of such Services, as may from time to time be designated during the term of this Agreement.

## Administrative Positions

. Physicians with administrative rank (such as chairman and director) serve in such administrative positions at the sole discretion of UNTHSC and may be removed from their position at any time without cause.

# Training and Supervision

. If Physician's duties include training or supervision of any medical students, medical residents, or fellows, or other persons in a training capacity, Physician will provide such training or supervision in a manner consistent with ACGME or AOA (as applicable) standards, federal and state reimbursement rules and other rules, the bylaws and program requirements of the applicable training institutions, and the applicable policies of UNTHSC. If Physician's duties include the training or supervision of non-physician providers (nurse practitioners, CRNAs, physician assistants, and others), Physician will provide such supervision according to applicable standards of care, Texas Medical Board ("TMB") rules and regulations, and requirements of the facility or institution where such training is to occur. Physician will not enter into any training or supervisory relationships without the prior written approval of UNTHSC and the institution where such training is to occur.

# Outside Activities

. Physician is expected to confine Physician’s professional activities related to the clinical practice of medicine to the activities endorsed or assigned by UNTHSC. The professional liability insurance coverage provided by UNTHSC is intended as coverage for assigned activities performed for UNTHSC and the Clinical Practice Group and will not cover activities performed outside the course and scope of employment with UNTHSC. Physician will not provide Services in any capacity of a professional or commercial nature to, or for any person or firm, or engage in any other activity that is competitive with or adverse to the business of UNTHSC. Outside activities and employment, if any, must be approved in accordance with UNTHSC policies related to outside employment and applicable Clinical Practice Group policies and procedures. Educational speaking, expert depositions, or case reviews are not prohibited, but must not interfere with assigned duties or occur during assigned work time pertaining to this Agreement.

# Revenues from Physician's Services

. Physician agrees to comply with applicable Clinical Practice Group policies and procedures, including the assignment to UNTHSC or Clinical Practice Group of all professional fees for Services rendered pursuant to this Agreement. The Clinical Practice Group will determine the fees to be charged for the professional Services rendered by Physician. All revenues generated by Physician for Services shall belong to the Clinical Practice Group through which Services are provided, whether paid directly to the Clinical Practice Group or Physician, and Physician hereby assigns to UNTHSC or the Clinical Practice Group the right to receive all such payments or collections. UNTHSC or the Clinical Practice Group shall bill and collect for all professional Services provided by Physician, and Physician appoints UNTHSC or the Clinical Practice Group as agent and attorney-in-fact for collecting the revenues from such Services. Physician agrees, upon request by UNTHSC or the Clinical Practice Group, to render an accounting of all transactions relating to practice as a physician during the course of employment hereunder. Physician shall not, under any circumstances, seek compensation directly from patients or third party payers for Services provided hereunder, but shall look solely to UNTHSC for payment for such Services. Physician will participate in all UNTHSC or Clinical Practice Group contracted or otherwise affiliated governmental and commercial third-party health insurance plans and payers. Physician will cooperate with UNTHSC and the Clinical Practice Group in executing all certifications, forms, assignments, and other instruments necessary to ensure such revenues are paid to UNTHSC or the Clinical Practice Group.

# Licensure/Medical Staff Membership and Privileges

. As a condition to commencement of employment and as a continuing condition to employment, Physician agrees that at all times during the term of this Agreement, Physician shall: (a) obtain, on or before the Commencement Date, and maintain a valid and unrestricted license to practice medicine in the State of Texas; (b) obtain in due course and maintain in good standing an appropriate category of medical staff membership and privileges at such hospital(s) as may be reasonably designated by the Clinical Practice Group; (c) comply with and provide the Services in accordance with applicable law, the ethical standards of the medical profession, and the requirements of any accrediting bodies which may have jurisdiction or authority over UNTHSC or any facility at which Physician regularly performs Services; (d) maintain status as a Medicare and Texas Medical Assistance (Medicaid) provider physician; (e) hold and maintain registration by the federal Drug Enforcement Administration and the Texas Department of Public Safety to dispense and administer controlled substances; (f) maintain the status of a provider physician under the health insurance/managed care plans in which UNTHSC or the Clinical Practice Group participates; (g) comply with all applicable policies and procedures as may be established from time to time by UNTHSC and the Clinical Practice Group; and (h) maintain general certification and all subspecialty certification held by Physician on the Commencement Date. Physician shall promptly inform UNTHSC of any restriction, limitation, or modification of Physician's medical licensure, certification, credentials, hospital medical staff privileges, controlled substance registration, status as a Medicare or Medicaid provider physician, or otherwise on Physician’s ability to render medical Services arising during the term of Physician’s employment.

# Compensation

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## Annual Salary

. For and in consideration of the continued satisfactory performance of Services and the covenants agreed and entered into by Physician, UNTHSC will pay to Physician the Annual Salary more particularly described in Attachment A to this Agreement, payable on a monthly basis through UNTHSC’s payroll system through the annual term of this Agreement, subject to such withholdings as may be required by applicable federal, state, or local laws, or as authorized by Physician, and prorated for partial years or months during the term of this Agreement. Provided, however, during the term of this Agreement, Annual Salary shall be subject to adjustment in accordance with the UNTHSC Faculty Compensation Plan or applicable Clinical Practice Group compensation plan in order to address a change in Physician’s duties, responsibilities, accomplishments, and/or clinical productivity. Any increase or decrease in Annual Salary shall be evidenced by a duly executed Faculty Contract Compensation Worksheet and payroll authorization. In the event of any conflict between this Agreement and the payroll authorization, the payroll authorization shall control.

## Incentive Compensation

. For and in consideration of the continued satisfactory performance of Services, the covenants agreed and entered into by Physician, and exemplary contributions by Physician, UNTHSC will pay to Physician the Incentive Compensation, if any, earned and payable in accordance with and as reimbursed by the compensation plan of the Clinical Practice Group to which Physician may be assigned.

# Benefits

. Physician will be provided those benefits regularly provided to similar employees in accordance with state law and UNTHSC policies, including without limitation, vacation, sick leave, holidays, health and dental insurance, and contributions to retirement. Physician is required by state law to contribute to Physician’s retirement account each month through payroll withholding. Physician will be entitled to five (5) days of educational leave per fiscal year at a time that is mutually agreeable between Physician and Physician’s department chair. Physician may be provided reimbursement up to $5,000 per fiscal year for professional expenses as approved by Physician’s department chair, which may include travel and registration fees for continuing education, professional license fees, professional organization fees, professional books and journals, and other business related periodicals. Benefits may be changed from time to time as mandated by the State of Texas or as determined by UNTHSC policy.

# Professional Liability Insurance

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## Coverage and Claims

. For and in consideration of Physician's performance of Services under this Agreement, UNTHSC agrees to obtain (or arrange for) and maintain professional liability insurance either through a commercial professional liability policy or a professional liability self-insurance plan (“UNTHSC Self-Insurance Plan”) for Physician in at least the minimum amounts as specified for active medical staff membership at the hospital(s) described in Section 6 above. Physician shall notify UNTHSC immediately upon Physician's receipt of notice of a potential professional liability claim against Physician. Physician agrees to actively participate in the risk management activities of UNTHSC and the Clinical Practice Group to which Physician is assigned. UNTHSC has, after conferring with Physician, the sole right and responsibility to defend, settle, compromise, and otherwise handle the defense of a claim and any other action when Physician's insurance coverage is provided by UNTHSC. The nature and terms of insurance or self-insurance coverage will be determined according to standard UNTHSC policies as in effect from time to time. This Section 9 shall survive any termination of this Agreement.

## Physician Vesting in Tail Premium for the UNTHSC Self-Insurance Plan

. For Physicians whose employment with UNTHSC began prior to September 1, 2010, and who have been employed without a break in service since that date, UNTHSC will provide extended reporting period (“Tail”) coverage for professional liability claims that qualify under the UNTHSC Self-Insurance Plan for claims arising out of incidents, transactions, or events occurring prior to September 1, 2010. Unless otherwise specified herein, Physician will become vested in the Tail premium at a rate of twenty percent (20%) for each completed 12-month period of continuous employment with UNTHSC. At the end of five (5) completed 12-month periods, or a total of sixty (60) months of continuous employment, Physician shall be fully vested in the UNTHSC Self-Insurance Plan with respect to Physician’s Tail premium. In the event Physician retires from UNTHSC before the end of five (5) completed 12-month periods of continuous employment and ceases the practice of medicine under the UNTHSC Self-Insurance Plan, then Physician will reimburse UNTHSC for the unvested portion of the Tail premium.

# Working Facilities

. Physician will be furnished by UNTHSC with such facilities, equipment, supplies, and administrative and professional personnel as UNTHSC determines is needed for the performance of Physician's Services hereunder.

# Confidentiality of Information

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## Confidential Information

. During the term of Physician’s employment, Physician will have access to, use, and, in Physician's capacity as an employee of UNTHSC, benefit from confidential, proprietary and trade secret material and information of UNTHSC and/or Clinical Practice Group (collectively "Confidential Information"). Physician agrees to keep confidential and not to disclose to others at any time; except as expressly required to perform Physician’s duties hereunder, in writing by UNTHSC or by law; Confidential Information or confidential or proprietary information of UNTHSC, other employees and contractors, or any matter or information obtained in the course of employment the use or disclosure of which would be contrary to the best interests of UNTHSC, their officers, directors, employees, contractors, and affiliates. Physician further agrees that during the term of Physician’s employment and as of the date of termination of this Agreement, Physician will neither take nor retain, without the prior written consent of UNTHSC, any Confidential Information of any kind in any form.

## Medical Records and Information

. Any medical records, data, histories, charts, x-rays, imaging materials, pathology slides, patient lists, fee books, patient records, files, or other documents, materials, or copies thereof in any form, or other confidential information of any kind pertaining to Physician's medical Services activities shall be the property of the Clinical Practice Group; subject to applicable rules and regulations regarding the practice of medicine or national, Texas or local canons of ethics. Physician acknowledges and recognizes that the Clinical Practice Group may inspect these patient medical records wherever situated for any purpose, including for utilization and peer review. Further, the Clinical Practice Group has the right to access utilization review data from managed care plans in which Physician is a health care provider. If, however, upon termination of this Agreement for any reason, a patient shall so require or the Board of Directors of the Clinical Practice Group nevertheless considers it appropriate, all in accordance with applicable law affecting patient medical information and records, Physician shall be furnished a copy of the appropriate documents related to the patient then in the possession and control of the Clinical Practice Group. Any expenses of duplicating such documents shall be paid by Physician (but shall not exceed the reasonable fees for reproduction of such records as set forth by TMB rules).

## UNTHSC Information Policies

. In addition to the provisions of Subsections 11(a) and 11(b) above, Physician agrees to observe specific policies adopted by UNTHSC and/or Clinical Practice Group from time to time related to the protection of confidential and privileged information. These policies may include, for example, policies related to the use or further disclosure of any protected health information under applicable federal and Texas laws, including without limitation, the Health Insurance Portability and Accountability Act of 1996 (as amended by the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH")) and the regulations promulgated thereunder as set forth in the Code of Federal Regulations at Title 45, Part 160, Part 162 and Part 164, and other applicable laws (collectively "HIPAA").

# Term of this Agreement

. The employment relationship established by this Agreement will begin on the Commencement Date and shall continue in force and effect for an initial term of twelve (12) months subject to the termination provisions set forth below. This Agreement will be automatically renewed for additional successive one year terms unless: (a) Physician gives written notice to UNTHSC no less than 90 days prior to the end of the then current term; or (b) UNTHSC gives notice of non-renewal to Physician in accordance with the UNTHSC Faculty Bylaws, as amended from time to time.

# Termination

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## Immediate Termination

. This Agreement and Physician’s employment may be terminated immediately by UNTHSC in accordance with applicable UNTHSC policies and Faculty Bylaws, as amended from time to time, relative to employment and tenure, including without limitation, any of the following events:

### The suspension, limitation, revocation, or cancellation of Physician's license to practice medicine in the State of Texas;

### The imposition of any suspension, restriction, or limitation by any governmental authority to such an extent that Physician cannot perform the Services required under this Agreement;

### The death of Physician;

### For any of the following reasons: (A) Physician's engaging in conduct amounting to fraud or willful misconduct; (B) the finding by any board or professional organization having a right or privilege to pass upon the professional conduct of Physician and to discipline Physician therefore, that Physician is or has been guilty of unprofessional or unethical conduct; (C) Physician's violation of the substance abuse policy of UNTHSC; (D) the formal charge or indictment of Physician with any crime of violence, sexual misconduct, or involving the practice of medicine; or (E) exclusion of Physician from any federal or state health care reimbursement program, including without limitation, Medicare and Texas Medical Assistance (Medicaid) programs;

### The imposition of any suspension, restriction, limitation, or loss of medical staff privileges by any hospital at which Physician has medical staff membership (other than a temporary action not in excess of fourteen (14) days for a reason unrelated to patient care, not to exceed three (3) such actions during the term of this Agreement);

### Physician's inability, failure, or refusal to faithfully and diligently perform the duties required of Physician hereunder or to comply with any other material term or condition of this Agreement;

### Physician's failure or refusal to comply with the reasonable policies, standards, and regulations of UNTHSC or Clinical Practice Group, which from time to time may be established or approved by UNTHSC or Clinical Practice Group; or

### Physician's being or becoming ineligible, for any reason, for professional liability insurance on the same terms, conditions, and premium rates as other physician employees in similar practice with UNTHSC, unless an exception is approved by UNTHSC.

## Termination by Physician

. This Agreement may be terminated by Physician upon the occurrence of either of the following events, provided that prior to termination Physician shall provide UNTHSC written notice of such alleged material failure or breach of this Agreement, and UNTHSC shall have thirty (30) days after receipt of notice to cure the material failure or breach and if cured this Agreement shall not terminate but continue in full force and effect.

### UNTHSC’s failure to pay Physician the compensation due pursuant to this Agreement (recognizing that salary may be adjusted from time to time accordance with UNTHSC policies or Faculty Bylaws or Clinical Practice Group compensation plan); or

### UNTHSC’s material breach of this Agreement.

## Optional Termination

. This Agreement may be terminated at any time by mutual written agreement of UNTHSC and Physician. In addition, Physician may terminate this Agreement without cause by providing UNTHSC at least 90 days prior written notice, or UNTHSC may terminate this Agreement by providing Physician prior written notice in accordance with the UNTHSC policies and Faculty Bylaws, as amended from time to time.

# Effects of Termination

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## Continued Services

. On or after the giving of notice of termination and during any notice period, UNTHSC shall be entitled to such full-time Services of Physician as UNTHSC may reasonably require, and UNTHSC, in its sole discretion, shall specifically have the right to terminate the active Services of Physician at the time such notice is given and to pay to Physician the compensation due to Physician under Section 7 above for the duration of the notice period. In the event of termination, neither party shall have any further obligation hereunder, except for:

### obligations accruing prior to the date of termination;

### obligations, promises, or covenants contained herein which are expressly made to extend beyond the term of this Agreement; and

### obligations which by their nature would survive termination.

Following any notice of termination of employment, given by either party, when applicable, Physician shall fully cooperate with UNTHSC in all matters relating to the completion of Physician’s pending work on behalf of UNTHSC and the orderly transfer of such work to other professional employees of UNTHSC.

## Non-Solicitation

. Physician acknowledges that extensive contacts with employees of UNTHSC and/ or Clinical Practice Group will occur. Accordingly, Physician agrees that, during the term of Physician’s employment and for the period of one (1) year immediately thereafter, Physician will not directly or indirectly contact any employees of UNTHSC or Clinical Practice Group in order to discontinue or interfere with that person’s employment relationship with UNTHSC or Clinical Practice Group.

# Federal and State Health Care Programs

. Physician represents and warrants that Physician has never been: (a) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid, or another federal or state health care program; or (b) excluded from participation in any federal or state health care program, including, but not limited to, Medicare and Medicaid. Physician further represents and warrants that Physician is not presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federal or state grant, benefit, contract, or program (including but not limited to Medicare and Medicaid) by any federal or state department or agency. Physician shall notify UNTHSC within three (3) business days of Physician’s receipt of an initial sanction notice, notice of proposed sanction, the commencement of a formal investigation, or the filing of any charges by any federal or state governmental regulatory or law enforcement agency that effects this representation and warranty.

# Governing State Law

. The laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement and venue for any action related hereto shall lie in Tarrant County.

# Parties Bound

. This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of UNTHSC, Physician, and their respective heirs, personal representatives, successors, and permitted assigns.

# Survival

. All provisions, which by their nature or terms survive termination of this Agreement, and all obligations of the parties which arise prior to or as a result of termination of this Agreement, shall survive termination of this Agreement.

# Titles; Headings

. The titles, heading, and captions used in this Agreement have been inserted for convenience only, and any conflict between the headings and text shall be resolved in favor of the text.

# Assignment

. This Agreement or Physician’s Services may be assigned by UNTHSC to an affiliate of UNTHSC which is authorized by law to employ physicians to engage in the practice of medicine and which is actively engaged in the business of providing medical and related health care services. This Agreement is a “personal services” contract and Physician may not assign this Agreement or delegate or subcontract any duties hereunder to any party without the express written consent of UNTHSC.

# Conformance with Law

. Each party agrees to carry out all activities undertaken pursuant to this Agreement in conformance with applicable federal, Texas, and local laws, regulation, and rules, provided, however, that nothing contained herein shall prevent either party from initiating legal action to test the validity of any such law, regulation, or rule.

# Amendment

. No modification or amendment of any of the terms or provisions hereof may be made otherwise than by a written agreement signed by the parties.

# Legal Review

. Physician acknowledges that Physician has been advised, and has been given the opportunity, to review this Agreement with Physician's legal counsel before entering this Agreement.

# Waiver of Breach

. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. No covenant, condition, duty, obligation, or undertaking that is part of this Agreement shall be waived except by the written consent of the party giving such waiver.

# Counterparts

. This Agreement may be executed in multiple counterparts, and in duplicate copies, with the same effect as if all parties had executed the same document. Each counterpart will be deemed an original and the counterparts, taken together, will constitute one and the same document. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

# Notices

. All notices provided for by this Agreement shall be made in writing either: (a) by actual delivery (e.g., personally, by commercial courier service; or (b) by the mailing of the notice by United States Postal Service certified or registered mail, return receipt requested, and addressed to the party to be notified at the address set forth below (or at such other address as may be given by notice by a party). The notice shall be deemed to be received: (i) if by actual delivery, on the date of its receipt by the party; or (ii) if by mail, on the third day on which mail is delivered following the date of deposit in the United States Postal Service.

 If to UNTHSC: If to Physician:

 UNT Health Science Center at Fort Worth

# Integration and Entire Agreement

. This Agreement, including all Attachments hereto which are hereby fully incorporated herein for all purposes, contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements and understandings, oral or written, if any, between the parties in connection with the subject matter hereof.

WHEREAS, the parties execute this Clinical Appointment Contract to be Effective upon date of last signature by Physician and UNTHSC, for the Term stated herein and contingent upon faculty appointment.

**“PHYSICIAN” UNIVERSITY OF NORTH TEXAS HEALTH**

 **SCIENCE CENTER AT FORT WORTH**

 By:

Name: Department Chair/Interim Chair

 Department of

Date:

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:

 Frank Filipetto, DO, FACOFP

Dean, Texas College of Osteopathic Medicine

Date:

By:

Jeffrey K. Beeson, DO, FACEP, FAEMS

Chief Medical Officer and Executive Medical Director, UNTHSC Clinical Practice Group

Date:

By:

 Charles Taylor, PharmD

Provost and Executive Vice President of

 Academic Affairs

Date:

ATTACHMENT A:

GENERAL DUTIES AND COMPENSATION

PHYSICIAN:

ACADEMIC RANK:

TENURE STATUS:

DEPARTMENT:

ACADEMIC SCHOOL

MAJOR RESPONSIBILITIES:

COMMENCEMENT DATE:

CONTRACT END DATE:

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| --- | --- | --- | --- |
|  | **FTE Allocation** |  |  |
| 1. Teaching and Educational Training:
 | 0.00 |  |
|  |  |
| 1. Research:
 | 0.00 |  |
|  |  |
| 1. Service

 [ ]  Service (HSC, profession) [ ]  Clinical (patient care) [ ]  Administrative (HSC) |  |  |
| 0.00 |  |
| 0.00 |  |
| 0.00 |  |
|  |  |
| **TOTAL FTE** |  **0.00** |  |
| **TOTAL INSTITUTIONAL SALARY:** | **Component****A + B =** | $0 | **+** | **Component****C** | $0 | **=** | **$ 0** |