

INDIVIDUAL AGREEMENT FOR AFFILIATE PHYSICIANS
IN NORTHERN MANHATTAN

[Letterhead of Department]

[date]

[name and address of doctor]

Dear Doctor [name of doctor]:

I am writing to confirm the understanding between you and the University relating to the terms and conditions of your appointment, beginning _____.

1. Duties. The University hereby appoints you to the faculty, as Affiliate Physician in Northern Manhattan, and will nominate you for appointment as Affiliated Physician at the NewYork-Presbyterian Hospital, on the terms and conditions set forth herein with such teaching, research and administrative duties and responsibilities as may be assigned to you from time to time by the Executive Vice President for Health and Biomedical Sciences and Dean of the Faculty of Medicine (“Dean”) and the Chair of the appropriate department (“Chair”), and as provided under the Statutes of the University, the stated rules of the Faculty of Medicine, the By-Laws of the appropriate department (“Department”), which rules and regulations may be amended from time to time, and established custom and usage of the Department and University. A Columbia University faculty appointment is required for hospital appointment.

2. Compensation. You shall receive no compensation for this appointment.

3. Hospital Appointment at NewYork-Presbyterian Hospital.

(a) Your faculty appointment at Columbia University together with the recommendations of your department chair and the Vice Dean for Academic Affairs of the College and Physicians & Surgeons will make you eligible for annual appointment at the CUMC campus of The NewYorkPresbyterian Hospital, as an Affiliated Physician. This Hospital appointment is contingent upon a University faculty appointment and your participation in the educational programs of the Department and the College of Physicians and Surgeons if so requested by the Dean and/or Department Chair.

(b) You agree by virtue of this Agreement that if your University faculty appointment is terminated or not renewed, you hereby voluntarily relinquish your Hospital appointment as an Affiliated Physician effective as of the date of such termination. As an Affiliated Physician at New York-Presbyterian Hospital, you will be able to visit your patients in the Hospital but not admit patients to the Hospital under your own name, examine patients, write orders or notes in the medical record, or direct or bill for their care while in the Hospital.

(c) You agree that you will complete all training and certifications required by the University and Hospital as conditions related to your appointment to the faculty of Columbia University or your appointment as Affiliated Physician at NewYork Presbyterian Hospital and

also that failure to complete required training and certification is grounds for non-renewal of your faculty appointment.

(d) You agree that you will comply with and complete annual requirements for documentation related to CUMC's conflicts of interest policy. Failure to do so will be grounds for termination or non-renewal of the faculty appointment

4. Term and Termination. This Agreement shall be effective from the date hereof and continue in effect as long as you hold a faculty appointment in the University.

5. Disclosure Obligations. You shall immediately notify the Department if you are subject to, or threatened with, any investigation, censure, probation, suspension or any other adverse action with respect to your medical license in any jurisdiction, or your medical staff privileges at any hospital, nursing home or other medical institution, or your participation in the Medicare or Medicaid programs, any successors to either program or any other payor arrangement. By executing this Agreement you hereby confirm that you are not currently subject to or threatened with any such adverse action.

6. Representations and Warranties. You represent and warrant that:

(a) you are a physician duly licensed and registered to practice medicine in the State of New York with a specialty in _____;

(b) you are certified to practice _____ by the American Board of _____;

(c) you are eligible to be a provider in the Medicare and Medicaid programs;

(d) you have a current malpractice insurance policy and will provide documentation of this policy as part of your hospital appointment process;

(e) you are under no contractual or other restriction or obligation which is inconsistent with the execution of this agreement, the performance of your duties hereunder, or the rights granted to the University hereunder;

(f) you are not a defendant in any civil, criminal or administrative suit or proceeding involving the practice of medicine, and are unaware of any threatened actions of such a nature;

(g) you have conducted your professional activities in accordance with all applicable Federal, state and city laws and regulations;

(h) you will promptly disclose to the University (i) the existence and basis of any proceedings against you that are instituted in any jurisdiction by any plaintiff, governmental agency, health care facility, peer review organization or professional society which involves any allegation of substandard care or professional misconduct; and (ii) any allegation of substandard care or professional misconduct raised against you by any person or agency during the term of this agreement;

(i) you have current controlled substance registrations issued by the New York Department of Health and the United States Drug Enforcement Administration, which registrations have not been surrendered, suspended, revoked or restricted in any manner, nor are there any proceedings pending which could restrict such registrations in any manner;

(j) you will notify the University immediately if any of the foregoing shall become, in any manner, untrue.

7. Disclosure of Information; Non-Solicitation.

(a) You acknowledge that the University's financial statements, business plans, internal memoranda, reports, audits, patient surveys, employee surveys, operating policies, quality assurance materials, fees, and other such materials or records of a proprietary nature (collectively, the "Confidential Information") are valuable, special and unique assets of the University and are deemed to be trade secrets.

(b) You agree that you will not, after the date hereof and for so long as any such Confidential Information may remain confidential, secret, or otherwise wholly or partially protectable: (i) use the Confidential Information, except in connection with your retention by the University, or (ii) divulge any such Confidential Information to any third party, unless the University gives its prior written consent to such use or divulgence.

8. Miscellaneous.

(a) Your title will be Affiliate Physician in Northern Manhattan of Columbia University and Affiliated Physician at New York-Presbyterian Hospital (CUMC campus).

(b) As an Affiliate Physician in Northern Manhattan of Columbia University, you will be entitled to an ID card that displays your name, title, and photograph; use of the Columbia University Medical Center Library; and access to Columbia University Medical Center Continuing Medical Education activities.

If the foregoing correctly states the understanding between us, please confirm your acceptance by signing and returning the accompanying copy of this letter.

THE TRUSTEES OF COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK

By _____
[Chair's name and title]

By _____
Steven Shea, M.D.
Senior Vice Dean

Accepted:

_____, M.D.

Date: