

Faculty Group Practice Employment Agreement

Date

_____, M.D.

550 First Avenue
New York, NY 10016

Dear Dr. _____:

I am writing to offer you employment by New York University School of Medicine (the "School"), as a member of NYU _____ Associates, the Faculty Practice Plan for the Department of _____, subject to the terms and conditions of the New York University School of Medicine Faculty Practice Plan, January 2000, a copy of which is annexed hereto and made a part hereof. Upon signature by you, the Dean of the School and the Department Chair, this letter shall constitute our Faculty Practice Plan Participation/Employment Agreement with you, as defined in the Faculty Practice Plan. The terms of your appointment are as follows:

1. Your academic appointment as _____ is subject to provisions stated in the NYU Faculty Handbook and School policies, with additional clinical practice activities as described herein. This appointment is referred to as your "School Appointment."
2. Your appointment to the Medical Staff of the Hospital as an Attending Physician with graduate teaching and administrative responsibilities as described herein is subject to the Bylaws of the Medical Staff of the Hospital. This appointment is referred to as your "Hospital Appointment."
3. Your employment under this agreement will commence on _____.
4. In both such positions, you shall perform those duties and discharge those responsibilities as may be assigned to you from time to time by the Chair of the Department of _____.
5. The duties associated with your School Appointment include:
 - a. Participate in the teaching program for medical students, in accordance with Teaching Expectations set forth in the School's Task Force Report, Curriculum Policy 2001;
 - b. Serve on Committees of the School as requested by the Chair of the Department or the Dean of the School;
 - c. Abide by the bylaws, policies, rules and regulations of the School in effect and as promulgated from time to time, applicable to non-compensated faculty.
 - d. Your effort and productivity expectation is set forth in Schedule I.

6. The duties associated with your Hospital Appointment include:
 - a. Participate in the teaching and supervision of residents, including Grand Rounds and resident recruitment activities;
 - b. Serve on committees of the Hospital as requested by the Director of Service or Hospital Administration;
 - c. Participate in quality assurance and utilization review activities of the Hospital.
7. Your employment is on a [insert "full" or "part"] time basis.
8. All billings and collection of your services to Patients shall be carried out, at the School's election, in your name and provider number or the name and provider number of the School, but such billing and collection shall be performed by the School, either directly or utilizing such contractors or subcontractors as the School may determine in its sole discretion. You hereby assign to the School any and all billings and collections for services provided hereunder, regardless of location at which such services are provided. You hereby agree to execute such additional documentation as may be necessary, in the reasonable opinion of the School or its counsel to effectuate or evidence such assignment. You agree that you will not bill, nor permit any other person or entity to bill on your behalf, for services rendered by you to Patients. If you discover that such a bill has been rendered with respect to your services you shall promptly notify the School and take all necessary steps to cancel such billing or if the bill has been paid, arrange for appropriate reimbursement. Any disbursement from an IPA, insurer, MSO, or other like entity shall be deposited in the Faculty Practice Plan Account.
9. In consideration for and subject to your performance of your obligations stated herein, your annual compensation for your employment for the first year shall be as set forth on Schedule II. Payment of Compensation is in consideration of and dependent upon your satisfactory fulfillment of obligations pursuant to this Agreement.
10. In addition, you will be entitled to fringe benefits provided from time to time under institutional benefits programs established for members of the faculty at your rank, based upon Fringe Benefit Compensation as defined in the Faculty Practice Plan.
11. The amount of your compensation in future years, if this agreement is renewed, will be established on a yearly basis determined by School guidelines for participants in faculty practice plans.
12. You will be covered by the School's professional malpractice insurance policy with respect to medical care rendered to Patients. You will be provided with legal defense and indemnification for School activities in accordance with the Bylaws of New York University and policies promulgated from time to time by the Trustees of New York University.
13. The Academic Appointment and the Hospital Appointment are each subject to all policies and practices of the School and New York University as stated in the NYU Faculty Handbook and other policy documents of the School, from time to time in effect and to the Bylaws, rules and regulations of the Hospital, as well as all applicable laws, rules and regulations. You agree to discharge all duties and responsibilities hereunder faithfully and in accordance with such policies, laws, rules, and regulations.

14. You may engage in such consulting activities as may from time to time be permitted by the rules and regulations of the School. Your participation in, and the disposition of proceeds from, consultative activities will be subject to the rules and regulations of the School from time to time in effect.
15. You will be required and agree accurately to complete time and effort allocation forms on a monthly and/or quarterly basis as requested by the Hospital or School Administration and you agree to complete such reports accurately and on a timely basis, and also, to submit them, to maintain appropriate documentation to support such allocations and to make such documentation available upon request from the Hospital or the School, for audit purposes.
16. This agreement shall be for an initial [insert "one" or "two"] year period and is renewable upon agreement of both parties, at a salary to be determined by School guidelines for participants in faculty practice plans, and based upon performance and clinical productivity. The Academic Appointment is terminable in accordance with provisions stated in the NYU Faculty Handbook and School policies. The Hospital Appointment is terminable in accordance with the Bylaws and Rules and Regulations of the Hospital. This agreement shall terminate automatically and simultaneously upon termination or expiration of the Academic Appointment.
17. You agree that you shall not solicit business which knowingly disturbs, or could be expected to disturb, the existing professional or business relationships of the School or of the Hospital with any patient, health care provider or referral source, while you are in our employ.
18. Nothing in this agreement is intended to obligate any party to refer patients or business by or between the Hospital, the School and you. Any referral between the parties shall be subject to each individual patient's choice and his or her physician's professional judgment.
19. At any time and from time to time, each party shall, without further consideration and at its own expense, take such further actions and execute and deliver such further instruments as may be reasonably necessary to effectuate the purpose of this agreement.
20. You agree that this Agreement together with the Faculty Practice Plan which is incorporated herein, and Schedules I, II and III annexed to this Agreement: (a) is the complete and exclusive statement of the agreement among you, the School and the Hospital, and shall supersede and merge all prior proposals, understandings and other agreements, oral and written, relating to your employment by the School and the Hospital; (b) may not be modified except by a written instrument duly executed by each of you, the School and the Hospital; and (c) shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflict of law provisions.

Sincerely,

_____, M.D.
Chair
Department of _____

Approved:

SCHOOL

Robert M. Glickman, M.D.
Dean

Accepted:

<<Participating Provider's Name>>

SCHEDULE 1

EFFORT AND PRODUCTIVITY EXPECTATIONS*

Name of Participating Provider

* Please specify in detail Clinical Services productivity expectations.

SCHEDULE II

COMPENSATION*

Name of Participating Provider

ATTRIBUTABLE TO:	<u>Committed*</u>	<u>Variable*</u>	<u>Total</u>
Clinical Practice	_____	_____	_____
Hospital	_____	_____	_____
Affiliation	_____	_____	_____
Other	_____	_____	_____
MEDICAL SCHOOL			
Academic & Teaching	_____		_____
Medical School Administration	_____		_____
Funded Research	_____		_____
TOTAL:	_____	_____	_____

TERM: from _____ to _____

* Compensation will be paid to Participating Providers on the basis of activities in the School of Medicine, clinical practice, affiliated entities, grants and other sources of revenue. Compensation will be reviewed on an annual basis. With respect to each activity, some portion of compensation may be Committed Compensation; Committed Compensation shall be paid provided that the Participating Provider performs his/her obligations pursuant to the Faculty Practice Plan Participation/Employment Agreement. Some portion of compensation shall be Variable Compensation as calculated in accordance with the formula set forth in Schedule III; Variable Compensation shall be paid provided that revenues of the Faculty Practice attributable to the professional services of the Participating Provider support the Variable Compensation. In addition, the Participating Provider may be eligible for Incentive Compensation, upon achievement of objectives in excess of those targeted for the Variable Compensation. Each Participating Provider's Faculty Practice Plan Participation/Employment Agreement shall state the amounts of Committed, Variable and Incentive Compensation expected for the term of the Employment Agreement. Compensation will be reviewed annually and stated in a written addendum to the Employment Agreement.

SCHEDULE III

VARIABLE AND INCENTIVE COMPENSATION

Variable and Incentive Compensation shall be calculated for each Participating Provider based on the total revenue collected for Clinical Services attributable to the professional services of the Participating Provider, based on the following formula:

Collections

less Medical School Fund 5%

less Department Deduction

less Committed Compensation

less Expenses

less Variable Compensation

Surplus x _____% = Incentive Compensation

By way of illustration, the following shows the calculation of Compensation based on the foregoing formula assuming a hypothetical collection revenue:

Collections: _____

less _____ Medical School Fund (5%)

less _____ Department Deduction

less _____ Committed Compensation

less _____ Other Expenses

less _____ Variable Compensation

Surplus _____ x _____% = Incentive Compensation