



PHYSICIAN MANUAL

Revised: January 1, 2016

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1 – INTRODUCTION	2
1.1 Changes/Amendments	2
1.2 Conditions of Employment	2
1.3 Orientation	3
1.4 Credentialing / Employment Applications.....	3
1.5 Duties	3
SECTION 2 – EMPLOYMENT POLICIES	5
2.1 Non-Discrimination	5
2.2 Non-Disclosure / Confidentiality	5
2.3 Outside Activities.....	6
A. Request for Approval of an Outside Activity to Perform Clinical Services	6
B. Terms and Conditions Related to Outside Activities to Perform Clinical Services	6
C. Terms and Conditions Related to Outside Activities Related to Expert Witness Engagements	8
D. Terms and Conditions Related to Outside Activities Related to Speaking and Writing Engagements.....	8
2.4 Medical Staff Privileges.....	9
2.5 Recordkeeping	9
2.6 Managed Care Agreements.....	10
2.7 Conflicts of Interest.....	11
2.8 Employment Termination	11
SECTION 3 – COMPENSATION POLICIES	14
3.1 Compensation Review	14
3.2 Reimbursement for Expenses	14
SECTION 4 – BENEFITS AND SERVICES	14
4.1 Professional Liability Coverage.....	14
4.2 Benefits	15
SECTION 5 – POST TERMINATION BENEFITS / SEVERANCE	15
SECTION 6 – ENFORCEMENT OF COVENANTS	16

SECTION 1

INTRODUCTION

This Northwell Health Physician Manual (the “Manual”) sets forth employment conditions and policies pertaining to physicians and dentists employed by hospitals and “captive” professional corporations (each, an “Employer”) that are members of Northwell Health (hereinafter collectively referred to as “Northwell”), and provides a uniform structure that governs the relationships between Northwell and such employed physicians and dentists (“Physicians”). The provisions set forth herein are designed to create a positive work environment that will be mutually beneficial to Physicians and Northwell. Northwell’s objective is to provide Physicians with a work environment that is constructive to both personal and professional growth.

The information contained in this Manual applies to all Physicians and compliance with this Manual is a condition of continued employment. The contents of this Manual shall not constitute nor be construed as a promise of employment or continued employment, or as creating any contractual obligation on the part of Northwell.

Physicians are responsible for reading, understanding, and complying with the provisions of this Manual.

1.1 CHANGES/AMENDMENTS

This Manual supersedes all previous agreements, manuals, policies, procedures and memos that may have been issued from time to time on subjects covered in this Manual, except the employment agreement currently in effect between the Physician and Northwell. In addition, because Northwell’s business, organization and objectives are subject to change, Northwell reserves the right to interpret, change, suspend, cancel, with or without notice, all or any part of those sections identified in this Manual that are subject to change, or related policies, procedures, and benefits at any time, and to make exceptions to the policies described in this Manual that are subject to change, or related policies and procedures, in such situations as it may deem appropriate.

All amendments to this Manual must be submitted to and approved by the Northwell Health Physician Partners Board of Governors (“Board”). Amendments will be effective on the dates determined by Northwell and approved by the Board.

1.2 CONDITIONS OF EMPLOYMENT

Each Physician shall at all times be qualified and eligible to: provide services to beneficiaries of the Medicare and Medicaid programs (*i.e.*, Physicians may not be excluded from participation in these programs), practice medicine in the State of New York and to prescribe controlled substances, all without restrictions. Physicians represent and warrant that at all times during their employment they shall be either Board Certified or Board Eligible. If a Physician is Board

Certified, then he or she shall, at all times during employment, remain Board Certified. If a Physician is Board Eligible, then he or she shall become Board Certified within the time frame specified by such physician's applicable specialty board. If a Physician fails to remain Board Eligible or Board Certified or fails to achieve Board Certification within the aforementioned time frame, then Northwell may terminate the Physician's employment immediately pursuant to Section 2.8(A). Exceptions to this policy may be made on a case-by-case basis, subject to approval of the Chair¹ after consultation with the Chief Medical Officer.

All Physician employment agreements shall be construed so as to comply with the requirements of all federal, state and local laws, rules and regulations. Northwell reserves the right to modify a Physician's employment agreement in order to bring it into compliance with all such requirements. Physicians shall at all times comply with and adhere to all federal, state and local laws, rules and regulations, as well as all policies, procedures and guidelines of Northwell, as such may be amended from time to time, including but not limited to Northwell's Code of Ethical Conduct, the policies and procedures set forth in this Manual, applicable Northwell Medical Staff Bylaws and Medical Staff Rules and Regulations, the Northwell's conflict of interest policies, the policies and procedures developed by the Department of Human Resources of the Northwell, Northwell's Intellectual Property policy and the Northwell Health Physician Partners Physician Compact. All such policies, procedures and guidelines are, and together with any future modifications shall be, available for review by any Physician. Physicians are expected to review all policies, procedures and related documentation.

1.3 ORIENTATION

Physicians are required to participate in Northwell's orientation process.

1.4 CREDENTIALING/EMPLOYMENT APPLICATIONS

Northwell relies upon the accuracy and completeness of all information provided by candidates for Physician positions, throughout the hiring and credentialing processes and during employment. Any misrepresentations, falsifications, or material omissions in any of this information may result in exclusion of the individual from further consideration for employment or termination of employment.

1.5 DUTIES

Physicians shall perform such clinical, administrative and managerial duties as Northwell reasonably requires and shall support the mission and policies of Northwell in all respects,

¹ "Chair" shall be defined throughout this Manual as the following as applicable: (i) if the Physician provides clinical services within a Department that is part of a Northwell clinical service line, the applicable SL SVP, or (ii) if the Physician provides clinical services within a Department that is not part of a Northwell clinical service line, the applicable Medical School Chair of the corresponding Academic Department at Hofstra North Shore-LIJ School of Medicine ("Medical School Chair"). "SL SVP" shall be defined as a Senior Vice President of a Northwell clinical service line.

including but not limited to working cooperatively with Northwell and its employees, demonstrating empathy toward patients, and assisting in building a positive work environment. Such duties shall be performed at the Hospital (as defined in the Physician's individual employment agreement) and such other locations as shall be determined by the applicable Chair. Physicians' duties also shall include activities in any affiliation or association deemed appropriate by the applicable Executive Director of the Hospital and applicable Chair. Such duties also shall include any other functions necessary to ensure compliance with the standards of the Accreditation Council for Graduate Medical Education and the Council on Medical Education of the American Medical Association and any other recognized approval body based on standards acceptable to Northwell and the requirements of The Joint Commission, the American Medical Association, the American Hospital Association and other similar organizations. In addition, Physicians shall promote and support the interests and welfare of Northwell in all respects, and may voluntarily participate in public health education programs, health screening programs and other community outreach activities to support Northwell's mission.

Furthermore, in the interest of high quality patient care, Physicians, to the extent practicable and when medically appropriate, shall use Northwell's ancillary facilities. Physicians also will comply with all Northwell policies and quality assurance programs.

If requested, Physicians shall provide teaching services within their specialty area to residents and students at the Hofstra North Shore-LIJ School of Medicine ("Medical School").

All full-time Physicians shall devote one hundred (100%) percent of their efforts to their employed responsibilities during their regularly scheduled work hours. Full-time Physicians and part-time Physicians may not render professional services outside the scope of their employment except as specifically authorized in Section 2.3 below.

All fees or charges for rendering professional services shall be billed by Northwell, or its authorized designee, in the Physician's name. All Physicians assign to Northwell the right to receive and disburse all revenues generated by such Physician for professional services provided on behalf of the Employer under the terms of his or her employment agreement, including but not limited to federal and state meaningful use and quality incentive payments. All Physicians authorize Northwell to receive payments that would otherwise be paid by payers to such Physician for professional services provided pursuant to his or her employment agreement and to receive in any other manner direct payments of amounts due for services provided to patients or other third parties under the terms of his or her employment agreement. In order to effectuate the intent of this paragraph, upon Northwell's request, each Physician shall execute any and all documents necessary, including but not limited to an assignment of payer benefits. The Chief Financial Officer of Northwell, or his or her designee, is hereby irrevocably authorized to open mail which appears to relate to remittances and to endorse the Physician's signature on all checks for payment of professional services rendered during employment and to process such checks and the proceeds thereof through Ambulatory Services. All fees paid for such services shall be turned over to Northwell and governed by and handled in accordance with Northwell's policies,

as amended from time to time.

Unless otherwise authorized in writing, no Physician shall engage in direct or indirect purchasing or otherwise contract any liability on behalf of himself or herself, any other Physician, and/or Northwell with respect to the performance of clinical services rendered as a Physician.

SECTION 2

EMPLOYMENT POLICIES

2.1 NON-DISCRIMINATION

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Northwell will be based on merit, qualifications, and abilities. Northwell does not discriminate in employment opportunities or practices because of age, race, creed/religion, color, national origin, alienage or citizenship status, sexual orientation, military or veteran status, sex/gender, gender identity, disability, genetic predisposition or carrier status, marital status, partnership status, status as a victim of domestic violence, or any other protected status.

Northwell will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship to Northwell. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Physicians with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their clinical leadership. Physicians can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action up to and including termination of employment pursuant to Section 2.8(A).

2.2 NON-DISCLOSURE/CONFIDENTIALITY

The protection of confidential business information and trade secrets is vital to the interests and success of Northwell. Such confidential information includes, but is not limited to, the following examples: compensation data; financial information; marketing strategies; contracts, rates and prices with insurance companies and other third party payors; business strategies and negotiations; utilization history; pending projects and proposals; proprietary production processes; patient lists; medical records; internal memoranda; reports; audits; patient surveys; employee surveys; operating policies; quality assurance materials; and personnel/payroll records.

Physicians shall keep all confidential business information and trade secrets, as well as all matters and information related thereto, in the strictest confidence both during and following the

termination of their employment. Physicians who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment pursuant to Section 2.8(A), and legal action, even if they do not actually benefit from the disclosed information.

2.3 OUTSIDE ACTIVITIES²

Except as authorized hereafter in this Section 2.3, full-time Physicians and part-time Physicians may not render or supervise professional clinical services or other professional health care related services outside the scope of their employment.

A. Request For Approval of an Outside Activity to Perform or Supervise Clinical Services

If a full-time Physician or a part-time Physician desires to engage in or supervise clinical services outside the scope of his or her employment, then, prior to the commencement of such outside activity, the Physician shall provide the applicable Chair and the Executive Director of Northwell Health Physician Partners a written request describing the following: (i) the services to be performed; (ii) the compensation that will be received; (iii) an explanation of how billing for the services will be performed; (iv) a representation that professional liability insurance and all other appropriate insurance coverage independent of the Northwell program for the services are in place, as well as a description of such insurance coverage, as these activities will not be covered in any way by the Northwell insurance program; and (v) the number of hours the Physician will devote to the outside activity, and the days and times of day when such activity will occur. Upon receipt of the written request, the Executive Director of Northwell Health Physician Partners, in consultation with the applicable Chair, shall assess the foregoing and determine whether the proposed activity will interfere with the performance of the Physician's duties and responsibilities, or otherwise conflict with the interests of Northwell or Northwell's policies. If the Executive Director of Northwell Health Physician Partners provides written approval to proceed, then the Physician shall provide a copy of such written approval to the Vice President of Ambulatory Services Human Resources. Any such approval shall be subject to the terms and conditions set forth below in Section B.

B. Terms and Conditions Related to Outside Activities to Perform or Supervise Clinical Services

All approvals for outside activities to perform or supervise clinical services by Physicians shall be conditioned upon the following:

- (i) The written approval shall contain a summary of the proposed terms relating to the outside

² If the physician is a Chair, all written requests, notices and approvals required pursuant to this Section 2.3 shall be provided to and obtained from both the Northwell Chief Operating Officer and the Northwell Executive Vice President/Physician-In-Chief.

activity to which the Physician must adhere. The summary shall at a minimum include the information set forth in Section 2.3 A, subdivisions (i)-(v) of this Manual.

(ii) The Physician shall agree, in writing, to the following terms and conditions pertaining to the outside activity:

(a) The Physician shall covenant that the outside activity (1) shall not interfere with the full performance of the Physician's duties pursuant to their employment by Northwell, (2) shall be conducted during the Physician's personal time and not during any hours the Physician is expected to provide services to Northwell, and (3) shall not be covered by Northwell's professional liability program.

(b) The Physician shall covenant to maintain a separate professional liability policy and any other insurance policy deemed appropriate by Northwell for the outside activity.

(c) The Physician shall provide evidence that the outside activity is covered by separate insurance policies deemed appropriate by Northwell; and

(d) When engaging in an outside activity, a Physician shall not use Northwell's name or represent that the professional services are in any way related to Physician's employment with Northwell, by, for example using Northwell's business cards, letterhead, stationery, prescription pads, lab coats, identification badge or other identifying items; and

(e) All of the Physician's activities shall be conducted in accordance with existing Northwell policies and procedures, including but not limited to Northwell's Intellectual Property Policy, the Gifts and Interactions with Industry Policy and Conflict of Interest Policy. In addition, all outside activities, as well as written approval thereof, shall be disclosed as part of the Physician's annual conflict of interest disclosure form; and

(f) When engaging in an outside activity, the Physician shall not use any Northwell, Hospital or Employer resources in connection with such outside activity, including, but not limited to, use of Northwell's phone numbers, fax numbers or e-mail system, or use of Northwell's personnel or independent contractors to answer phone calls or correspondence or to schedule phone calls or meetings in connection with the outside activity; and

(g) The Physician shall not use any of Northwell's confidential business information in connection with the outside activity; and

(h) For all outside activities, the Physician will provide a report detailing the outside activity and compensation received to the applicable Chair. This report shall be provided at least annually for activity which occurred during the prior year, and updated throughout the year to account for any changes in the proposed terms relating to the outside activity.

(iii) Approval for any outside activity shall be for a limited period of time, not to exceed one (1)

year. If the information required pursuant to Section 2.3 A, subdivisions (i)-(v), materially changes after the Executive Director of Northwell Health Physician Partners has provided written approval, the Physician must provide notice to, and receive written approval from, the Executive Director of Northwell Health Physician Partners with respect to such change.

(iv) A full-time Physician or part-time Physician shall be permitted to retain all remuneration for outside activities for which approval has been obtained pursuant to this section 2.3 B.

C. Terms and Conditions Related to Outside Activities Related to Expert Witness Engagements

If, outside the scope of his or her employment, a full-time Physician or part-time Physician desires to testify as an expert witness (“Outside Witness Services”), then such outside activity shall be allowed and the full-time Physician or part-time Physician shall be permitted to retain all remuneration for the aforementioned outside activities, subject to the following:

(i) Any such outside activities shall not interfere with the full performance of the Physician’s duties. In addition, any such outside activities shall be conducted during the Physician’s personal time and not during any hours the Physician is expected to provide services to Northwell. Further, any such activities that may cause a Physician to be absent from his or her responsibilities at Northwell shall require prior notice and approval from the applicable Chair and the Physician shall use paid time off (“PTO”) to conduct such activities.

(ii) The Physician shall not be covered by Northwell’s professional liability program or any other part of the Northwell property and casualty insurance program for the provision of such outside activities.

(iii) The Physician shall not testify as an expert witness or provide advice or assistance in support of any claim against any member or affiliate of Northwell, or any of their employees, voluntary or attending physicians (collectively, “Prohibited Outside Witness Services”). Further, prior to accepting any engagement to provide Outside Witness Services, the Physician shall conduct reasonable investigation to confirm that the provision of such Outside Witness Services shall not include the provision of Prohibited Outside Witness Services. The Physician shall disclose in writing on an annual basis to the Chair the prior year’s Outside Witness Services.

D. Terms and Conditions Related to Outside Activities Related to Speaking and Writing Engagements

If, outside the scope of his or her employment, a full-time Physician or part-time Physician desires to accept speaking invitations, engage in writing, illustration or editing of any written or printed material, such Physician must comply with all applicable policies and procedures, including but not limited to, the Gifts and Interaction with Industry Policy #800.04, as amended from time to time.

2.4 MEDICAL STAFF PRIVILEGES

A Physician's employment and coverage under Northwell's professional liability program are subject to and contingent upon such Physician achieving and maintaining appointment as a member of the Active Staff of the applicable Northwell hospital's Medical Staff and clinical privileges appropriate to such Physician's clinical responsibilities. No provision in this Manual shall constitute any assurance or guarantee to any Physician of such Medical Staff appointment and clinical privileges at any Northwell hospital. In addition, in the event a Physician provides clinical services at another Northwell hospital, such Physician shall be required to obtain and maintain a Medical Staff appointment and clinical privileges at such other Northwell hospital. If for any reason a Physician does not obtain such appointment and clinical privileges within one hundred twenty (120) days of the date of his or her employment agreement, the Employer's and Northwell's obligations under such employment agreement shall immediately terminate.

2.5 RECORDKEEPING

All Physicians shall promptly record and maintain all information that, in the reasonable judgment of Northwell, is necessary or desirable for Northwell to comply with any and all billing and recordkeeping requirements, including but not limited to any required medical records and time records. All patients treated by a Physician during the course of his or her employment are the patients of Northwell. As such, all medical, financial and other records relating to professional services rendered to patients as a Physician, and all revenues resulting from such services, are the property of Northwell and shall remain the property of Northwell following the cessation of employment as a Physician for any reason. Accordingly, the following provisions shall survive the cessation of employment for any reason:

A. All patient records shall be retained by Northwell. In addition, the Physician shall meet with his or her Chair³ to agree upon the required form of notification to patients to be sent by the Employer to inform such patients that they may continue to receive medical care from such Physician subject to the terms of any restrictive covenant contained in the Physician's employment agreement. If the parties are unable to agree upon the text of the notification, then the Employer reserves the right to send the notification without the Physician's consent. If any patient elects to continue treatment with such Physician, then, upon each patient's written request and payment by the patient of the Northwell's customary copying charges, Northwell shall forward a copy or photocopy (as applicable) of such patient's medical record to the address of such Physician's new medical practice. A patient election to continue treatment as set forth in this paragraph shall not violate any patient non-solicitation provision contained in Physician's employment agreement.

B. After the date upon which employment ceases, no Physician shall be entitled to any portion of any monies collected by Northwell after such date with respect to clinical activities performed

³ If the physician is a Chair, the physician shall meet with the Northwell Executive Vice President/Physician-In-Chief.

as a Physician. A Physician shall have no interest in any accounts receivable. Any monies received by a former Physician for professional services that were rendered as a Northwell employee belong to and must be remitted to Northwell in a timely manner.

C. All clinical trial dollars, Northwell, Hospital or Employer grant monies and contributions received by the Physician while an employee of Northwell, or received by Northwell on such Physician account, remain the property of Northwell.

D. The Physician shall fully cooperate with Northwell's billing and collection activities with respect to professional services that were rendered as a Northwell employee. Such cooperation shall include, but not be limited to, the completion of any inpatient, outpatient and ambulatory charts and medical records and other records relating to professional services that were provided to patients, including without limitation any documents that may be necessary for Northwell to submit proper bills for such services to third party payors.

In accordance with Northwell's policies and the requirements of Federal, State and local laws, rules and regulations, including without limitation the requirements set forth in 10 NYCRR 405.10, all current and former Physicians shall cause reports of all examinations, treatments, procedures, consultations and other services performed for patients to be promptly prepared and filed. Further, all current and former Physicians shall timely prepare and file such additional or supplementary reports as Northwell may reasonably request from time to time. All Physicians shall cooperate and participate in education and training offered by Northwell with respect to these recordkeeping requirements. Failure to comply with the terms of this paragraph shall constitute cause for termination in accordance with Section 2.8(A)(v), below.

2.6 MANAGED CARE AGREEMENTS

During the term of employment, a Physician authorizes Northwell's Senior Vice President, Managed Care (the "Agent"), to negotiate, execute, amend and terminate contracts, as he/she may approve, in the Physician's name and on his or her behalf, with any third party payor, and to discuss, settle and resolve all relevant business matters that may from time to time arise between the Physician and any third party payor. In addition, the Agent may take other actions to execute and deliver other agreements and instruments as necessary or advisable in connection with the exclusive authority hereby conferred. In addition, during the term of employment, a Physician shall participate in such managed care plans or healthcare delivery systems (including, but not limited to, Medicare and North Shore-LIJ CareConnect Insurance Company, Inc.) as determined by the Chief Operating Officer or his or her designee. A Physician shall not terminate such participation without the prior written approval of the Chief Operating Officer or his or her designee. Failure to comply with the terms of this paragraph shall constitute cause for termination in accordance with Section 2.8(A)(v), below.

The billings for all clinical services shall be rendered in accordance with all applicable federal, state, and local laws, rules and regulations. Clinical services shall be provided and billing shall be performed in such manner as complies with requirements of the Medicare and Medicaid

Programs, and any other third party payors that contract with Northwell. Each Physician shall execute such documents required by such third party payors and Northwell. All billings shall be done by the Chief Operating Officer or his or her designee. No Physician shall contract with or engage a billing vendor on his or her own behalf, on the behalf of any group of Physicians or on behalf of Northwell.

Notwithstanding anything herein to the contrary, (i) upon the cessation of employment by Northwell, the authority granted above shall be automatically revoked with respect to the clinical activities performed after the cessation of employment; and (ii) prior to the cessation of employment, such authority may be revoked by the Chief Executive Officer by written notice to the Agent.

2.7 CONFLICTS OF INTEREST

During the term of employment, a Physician shall comply with the Northwell Conflict of Interest and Recusal Policy #800.03, as amended from time to time.

2.8 EMPLOYMENT TERMINATION

A. A Physician's employment may be terminated at any time for cause. The grounds for which Northwell may terminate a Physician for cause shall include but not be limited to the following events:

(i) The Physician's license to practice medicine in New York is suspended or revoked.

(ii) The Physician's Medical Staff appointment or clinical privileges at any Northwell hospital are revoked, suspended, not renewed or involuntarily curtailed.

(iii) The Physician's uninsurability, as a result of his or her personal malpractice history, as evidenced by the refusal of Northwell's current insurance carrier providing professional liability insurance coverage to provide the minimum acceptable coverage as determined by Northwell for the Physician's specialty at commercially reasonable rates, either on behalf of the Physician or Northwell with respect to the Physician's services.

(iv) The Physician is deceased or becomes disabled. "Disabled" shall mean that the Physician is deemed to be unable to fulfill the essential job functions with or without accommodation pursuant to the Northwell Human Resources Policy and Procedure Manual Part VI, Section 3, as amended from time to time.

(v) The Physician's failure to fulfill his or her material duties or responsibilities.

(vi) The Physician's engagement in performing or supervising clinical activities, other than as an employee of Northwell, without first having obtained the Executive Director of

Northwell Health Physician Partners' written approval pursuant to Section 2.3 of this Manual.

(vii) The Physician's engagement in (a) acts that are unprofessional, unethical, immoral, disruptive, inappropriate or fraudulent, or that are a violation of the law (other than a minor traffic infraction) or Northwell's policies or procedures or this Manual, (b) any conduct that, in the good faith opinion of Northwell, has had or may be expected to have a detrimental effect upon the reputation, character or standing of Northwell, (c) any act of fraud, malice or dishonesty in any dealings with Northwell, including Northwell's personnel, employees, agents, assets or patients, or (d) any misrepresentation, falsification, or material omission in any information presented throughout the hiring and credentialing processes.

(viii) The Physician's exclusion or proposed exclusion, whether temporary or permanent, from participation in Medicare, Medicaid or any successor program, or Physician's failure to remain Board Eligible or Board Certified, or Physician's failure to achieve Board Certification within the time frame specified in Section 1.2 of this manual.

B. If Northwell intends to terminate the Physician's employment pursuant to paragraphs (v) or (vi) of Subsection 2.8(A) above, then the Physician will be given written notice describing such "cause" by overnight delivery service or by personal delivery, and the opportunity to cure such "cause" within thirty (30) days after the date of such notice.

C. Northwell may also terminate employment of full-time Physicians other than for cause, provided that Northwell pays severance as set forth in such full-time Physician's employment agreement. In the discretion of the Chair in consultation with the Chief Human Resources Officer or his or her designee, Northwell may provide, in lieu of such payment of severance, advance notice equal to the period of severance set forth in the Physician's employment agreement, or provide both advance notice and payment of severance that, in combination, equal the period of severance set forth in the Physician's employment agreement. Northwell may terminate the employment of part-time Physicians without cause at any time, without the payment of severance, upon two (2) months' prior written notice or payment in lieu thereof. Northwell may terminate the employment of per diem Physicians without cause at any time, without severance or prior notice.

D. A Physician may resign his or her employment at Northwell, but only upon prior written notice to the Chair with a copy to the Office of Legal Affairs and other terms set forth hereafter:

(i) In the case of a full-time employee, upon three (3) months' prior written notice specifying the effective date of the resignation.

(ii) In the case of a part-time employee, upon two (2) months' prior written notice specifying the effective date of the resignation.

(iii) In the case of a per diem employee, upon one (1) month's prior written notice specifying the effective date of the resignation.

(iv) During the notice period, Northwell shall continue to pay the Physician the compensation provided in the Physician's employment agreement.

(v) In the Chair's discretion in consultation with the Chief Human Resources Officer or his or her designee, before the end of the applicable notice period it may terminate the Physician's employment and waive the requirement that the Physician provide the notice specified in this Section.

(vi) A Physician may not use PTO during the notice period unless permitted or required by the Chair, in consultation with the Chief Human Resources Officer or his or her designee, in the Chair's discretion.

(vii) In no event shall a resignation of employment by a Physician pursuant to this Section 2.8(D), or non-renewal of a Physicians' employment agreement by either the Physician or Northwell, entitle the Physician to severance.

(viii) If a Physician resigns his or her employment without providing the requisite amount of notice as provided above, or fails to complete his or her medical records/charts prior to the effective date of resignation, then, in addition to and without limiting any/all legal and equitable remedies, such Physician shall forfeit reimbursement of any CME dollars he or she may have expended and any accrued but unused PTO benefits he or she may be entitled to in accordance with Northwell's Paid Time Off policy.

(ix) In the sole discretion of the Senior Vice President of Ambulatory Services or the Senior Vice President & Executive Director of Ambulatory Strategy & Business Development, after consultation with the Chair,⁴ any of the aforementioned provisions may be waived.

E. Any Physician whose employment with Northwell ceases for any reason shall return all files, records, keys, and any other materials that are property of Northwell. Upon cessation of employment, the following steps must be taken by the Physician:

(i) Complete all outstanding medical records and satisfy all outstanding obligations related to his or her employment.

(ii) Provide a forwarding address to receive future correspondence (i.e., W-2 form) and/or final paycheck.

(iii) Contact the Office of Grants and Contracts to reconcile any open accounts.

(iv) Participate in exit interviews as requested.

⁴ If the resigning physician is a Chair, the consultation shall be with both the Northwell Chief Operating Officer and the Northwell Executive Vice President/Physician-In-Chief.

(v) Provide the address of any new medical practice and the individual responsible for revenue and billing and ensure that all monies incorrectly received at the new entity for services rendered during the time of his or her employment at Northwell are forwarded to the appropriate location.

SECTION 3

COMPENSATION POLICIES

3.1 COMPENSATION REVIEW

The total compensation for Physicians will be subject to periodic review in order to ensure that such compensation (i) is compliant with Internal Revenue Service requirements applicable to tax exempt organizations, and (ii) continues at all times to comply with all applicable Federal and State laws (including without limitation, the Federal and State physician referral limitation contained in 42 USC Section 1395nn and New York Public Health Law Section 238-a et seq., and the respective regulations thereunder). The total compensation paid to any Physician will not exceed an amount that is reasonable for the specialty in the geographic locale of the practice, based on compensation surveys and other information and data, in accordance with Northwell's Potential Referral Sources Policy #800.12, as amended from time to time.

3.2 REIMBURSEMENT FOR EXPENSES

Reimbursement for expenses shall be as set forth in Northwell policy #300.05, as amended from time to time. The Chair will determine the scope and the annual dollar limit of reasonable expenses for Physicians. Required documentation must be submitted with appropriate requisitions for reimbursement for approved reasonable expenses, i.e., petty cash reimbursement, check payments, purchase requisitions. Expenses that exceed the limits set by the Chair will not be reimbursed.

SECTION 4

BENEFITS AND SERVICES

4.1 PROFESSIONAL LIABILITY COVERAGE

During the term of employment, Northwell will provide Physicians with protection against medical malpractice claims arising out of activities within the scope of employment as a Physician. With respect to medical malpractice, such protection is provided under the applicable professional liability program administered by Northwell. Northwell, through its agents and/or designees, holds the authority to consent to settle any claims brought against Northwell's professional liability program. Best efforts shall be used to advise involved Physicians of the

settlement of any such claim by Northwell that applies to their professional activities. Northwell, in consultation with the insurance carrier, if applicable, shall select defense counsel for any claim covered by Northwell's professional liability program. In the event a Physician's employment ceases for any reason, or in the event Northwell has commercial insurance and changes carriers during or after the term hereof, Northwell shall purchase "tail" coverage and/or take any and all necessary steps to ensure that Physicians are covered under professional liability insurance for all incidents occurring during the term of their employment that would be covered under Northwell's professional liability program at the time of the relevant incident, regardless of when a claim is brought. In the event the Physician's employment ceases for any reason, the Physician shall be responsible for obtaining professional liability coverage to cover any professional activities after the date on which employment ceases. For purposes of this Manual, "tail coverage" shall mean professional liability insurance coverage which converts a previously existing "claims made" professional liability insurance policy to an "occurrence based" professional liability insurance policy in order to provide insurance protection for any covered liability exposure incurred during the term of the claims made professional liability policy, regardless of when such claims are made.

4.2 BENEFITS

Each Employer offers a benefits program for its full-time Physicians, as well as for certain eligible part-time Physicians. Benefits are subject to change in Employer's sole discretion and there is no guarantee that a Physician will necessarily be employed for the required time necessary to qualify for the benefits included in and administered through these programs.

During the term of employment, and unless changed for all Physicians employed by Employer, Employer will provide each Physician with the benefits program applicable to all Physicians in the same position and classification at the Employer employing that Physician. Benefits may be changed from time to time by Northwell or Employers in their sole discretion. These benefits currently include a retirement program, group health insurance, PTO (accrued subject to applicable policies and procedures), and incidental benefits and perquisites, including occasional meals with representatives of Northwell to discuss matters relating to the Physician's duties and Department. Except as otherwise provided in this Manual or a Physician's employment contract, PTO shall be taken at a time mutually acceptable to the Physician and the Chair.

SECTION 5

POST TERMINATION BENEFITS/ SEVERANCE

All obligations of Northwell shall cease upon the termination of employment, except for the obligation of Northwell to (i) pay and provide Severance Payments (defined below) and Severance Benefits (defined below) as may be set forth in the Physician's specific employment agreement (if applicable) and in this Manual, (ii) pay all vested retirement benefits and

compensation accrued to the date of such termination; (iii) pay all accrued but unused PTO in accordance with, and/or unless excluded by, Northwell's Paid Time Off policy or unless forfeited pursuant to Section 2.8(D)(viii) of this Manual; (iv) provide continuing professional liability coverage and directors' and officers' liability coverage (if applicable) for covered actions and activities performed in the course of the Physician's employment; and (v) provide the Physician with the opportunity to purchase health insurance coverage under COBRA following the termination of his or her group health insurance coverage with Northwell.

Severance Payments shall be an amount equal to the Physician's salary (excluding any incentive or bonus compensation) for the period of time set forth in the Physician's specific employment agreement ("Severance Period"). The Severance Benefits shall be the group health insurance coverage provided to the Physician as of the effective date of termination, which shall be provided for the duration of the Severance Period, provided that the Physician timely elects coverage under the federal law known as "COBRA" and subject to the Physician's continued eligibility for such coverage under the terms of the group health insurance plan and COBRA, and deduction of the Physician's share of the premium for such coverage from the Severance Payments. Employer and Northwell retain the right to change the group health insurance coverage and the Physician's share of the premium at any time during the Severance Period, provided that any such change is generally applicable to all similarly situated physicians employed by the Employer.

All Severance Payments and Severance Benefits are subject to the prior execution, delivery and non-revocation of a separation agreement ("Separation Agreement"), which shall include, among other provisions, (i) a comprehensive general release of Employer, Hospital, Northwell and their affiliates and employees, (ii) a covenant not to sue and a representation that there is no lawsuit or claim filed by Physician against Employer, Hospital, Northwell or their affiliates or employees pending in any forum, and (iii) covenants (substantially the same as those contained in the Physician's employment agreement) restricting competition and solicitation of employees and patients. The Separation Agreement shall be satisfactory to the Employer and Northwell in form and substance and the release therein shall not apply, however, to any claim based on breach of the Separation Agreement.

SECTION 6

ENFORCEMENT OF COVENANTS

Given the substantial financial resources Northwell invests in its Physicians, it is expected that all Physician's employment agreements will contain covenants not to compete and nonsolicitation provisions. The restrictive covenants are reasonable and necessary to protect the Employer's, Hospital's and Northwell's legitimate interests. Remedies at law for any violation of the restrictive covenants would be inadequate; therefore, the Employer and/or Northwell may obtain temporary and permanent injunctive relief to restrain any breach or threatened breach of the restrictive covenants upon ex parte application to the court supported only by evidence that a

Physician has demonstrated an intent to violate his/her employment agreement, in addition to any other remedies at law and/or in equity available to the Employer or Northwell, which may include monetary damages and any attorneys' fees and costs incurred in any action. The Employer or Northwell shall not be required to secure a bond as a condition for seeking such injunctive relief. The restricted period shall be tolled, and shall not run, during any period of time in which a Physician is in violation of the terms hereof, in order that the Employer or Northwell shall have all of the agreed-upon temporal protection recited herein.

If any restriction contained in a covenant not to compete or the nonsolicitation provisions shall be deemed to be invalid, illegal or unenforceable by reason of the extent, duration or geographic scope thereof, or otherwise, then the court making such determination may reduce such extent, duration, geographical scope of any provision hereof, and in its reduced form, such restriction shall then be enforceable in the manner contemplated hereby. The courts of the State of New York shall have jurisdiction to enjoin or prevent such a breach or threatened breach of the restrictive covenants or nonsolicitation provisions. No breach of any provision of the employment agreement by the Employer or Northwell, or any other claimed breach of contract or violation of law, or change in the nature or scope of a Physician's employment relationship with the Employer, shall operate to extinguish a Physician's obligation to comply with the restrictive covenants or nonsolicitation provisions.

I have read and agree to abide by the Manual dated January 1, 2016. I further acknowledge and understand that Northwell retains the sole right to interpret, change, suspend, cancel, or make case-by-case exceptions to the practices, procedures and policies contained in this Manual at any time.

Physician Signature Date

Witnessed by: _____
Business Representative

Date