

SERVICES AGREEMENT

This **SERVICES AGREEMENT** is entered into this ___ day of _____, 200_, by _____, M.D. (“Employee”), and **NEW YORK MEDICAL COLLEGE** (the “College”).

WHEREAS, the College and the County of Westchester entered into an Affiliation Agreement, dated January 23, 1995, for, among other things, services to be provided by the College at the County’s Westchester County Medical Center (hereinafter referred to as the “Affiliation Agreement”); and

WHEREAS, as of January 1, 1998, the County of Westchester assigned to the Westchester County Health Care Corporation (hereinafter referred to as the “Corporation”), and the Corporation accepted performance of the obligations of the County of Westchester under the Affiliation Agreement and thereafter the Affiliation Agreement was amended from time to time; and

WHEREAS, the Corporation and the College have entered into an Amendment Agreement, dated December 16, 2003, (hereinafter referred to as “Amendment”) as an interim measure to help maintain services of supervision, administration and teaching by College faculty members at the Westchester Medical Center and to provide for payment to the College therefore as hereinafter provided; and

WHEREAS, subsequent to the Amendment, the Corporation and the College entered into additional amendments to further extend the Amendment to the Affiliation Agreement (hereinafter referred to as “Additional Amendments”); and

WHEREAS, pursuant to such Amendment, the College is required to obtain this Services Agreement from each Employee, faculty member, who desires to provide services as defined below; and,

WHEREAS, Employee agrees to provide the services on the terms and conditions as provided below,

NOW, THEREFORE, in consideration of the above premises, Employee and the College agree as follows:

1. This Services Agreement represents the agreement between Employee and the College with respect to the portion of his/her compensation for the services to be provided by Employee at the Westchester Medical Center (“WMC”) under the Affiliation Agreement.
2. The terms of this Services Agreement are effective as of the date of this Service Agreement and shall remain in effect for the period of the then Additional Amendments or any subsequent written extension notice of the College to Employee consistent with any Additional Amendments, unless otherwise terminated as provided below.
3. Subject to the conditions contained in below paragraph 4 of this Services Agreement, Employee will continue to perform those services of teaching, medical supervision and administration that are the responsibility of the College under its Affiliation Agreement under the direction, control and supervision of the Director of the applicable Clinical Department at WMC.
4. Employee understands and agrees that the annual salary, for the services described in above paragraph 1 of this Services Agreement, will be as contained in the Amendment, and any amendments thereto, plus faculty fringe benefits in accordance with the policies and procedures of the College, and that the College shall have no obligations or liability to pay Employee for such salary and fringe benefits unless it timely receives the necessary payments from the Corporation in accordance with the Amendment, and any amendments thereto, and only if the College has provided the requisite notice to Employee consistent with below paragraph 5 of this Services Agreement.
5. Employee understands and agrees that an electronic communication by the College to his/her current College e-mail address at least two (2) calendar days before the start of the College’s payroll period that Employee shall not be paid by the College for any services for such payroll period constitutes adequate and effective notice by the College for all purposes under this Services

Agreement. A copy listing the College's payroll periods is available upon request from the College's Human Resources Department.

6. Employee understands and agrees that, after the College's submission of the notice provided by above paragraph 5, the College shall have no liability to Employee and Employee shall not be paid by the College.
7. Employee understands and agrees that the College may, at any time and in its sole discretion, discontinue any fringe benefits provided, including but not limited to, life, disability, health and dental insurance benefits, in the event of the failure by the Corporation to make two payments at any time during the period of this Services Agreement.
8. Employee understands and agrees that this Services Agreement does not confer any rights to any employment or continued employment with the College with respect to Employee's services under the Amendment and the Affiliation Agreement.
9. Employee understands and agrees that the College has the right to modify the salary and fringe benefits at any time and in its sole discretion with respect to Employee's services under the Amendment and the Affiliation Agreement.
10. Employee understands and agrees that either party hereto may terminate this Services Agreement, and Employee's employment with respect to services at WMC as described in above paragraph 1, at any time during the term of this Services Agreement and at such party's sole discretion, upon at least two (2) calendar days prior written notice is provided by such party to the other party. Notice by the College to Employee's current College e-mail address or a written notice signed by Employee to the College's Associate Vice President for Human Resources shall be deemed adequate and effective notice of termination of this Services Agreement.
11. Employee understands and agrees to discharge, release, hold harmless and covenants not to sue and not to file any grievances, petitions, complaints or other charges under the Faculty Constitution and By-Laws of the College or other grievance procedures of the College, the College and its trustees, officers, employees, agents and representatives for or on account of any claims, liabilities, obligations and damages related in any manner to this Services Agreement or the College's decisions regarding Employee's employment and/or compensation under this Services Agreement.
12. This Services Agreement contains the entire understanding between Employee and the College and shall not include any additions or modifications, including any handwriting. Except for any extension of the term of this Service Agreement pursuant to above paragraph 2, this Services Agreement may be modified or supplemented only by a writing signed by the Employee and the undersigned.

WHEREFORE, the parties have duly executed this Services Agreement as of the date, month and year first written above.

_____, **M. D.**

NEW YORK MEDICAL COLLEGE

By: _____

By: _____

Date

Date

Preferred E-Mail Address: _____