**Revised: 7/1/13 NJMS FACULTY OFFER LETTER TEMPLATE**

**CLINICAL PART-TIME**

*(****Full Name***)

(***Address***)

(***City, State, Zip***)

Dear Dr. *(Last Name)*:

I am pleased to offer you a position as (*faculty title*), (*with tenure* ***/****non tenure / on tenure track*) in the Department of *(name of department)* in New Jersey Medical School (NJMS)**.** NJMS is a part of Rutgers Biomedical and Health Sciences of Rutgers, the State University of New Jersey (“University”).

***If appointment includes administrative title****:* You will also hold the administrative title of (*administrative title*) at the Rutgers NJMS.

This is a part-time *(state FTE %*) appointment.

The appointment begins on or about *(date).* This appointment is an at-will, qualified-title appointment, and may be terminated at any time by either party.

***If initial appointment is in "awaiting" status****:* Your initial appointment pending (*completion of the School/University appointment process / your obtaining a valid New* *Jersey clinical license*) will be an "awaiting" faculty appointment at an annual salary of (*annual salary*). The "awaiting" faculty appointment is limited to 90 days, although this period may be extended if necessary. During this time, your service is at will.

Your total salary will consist of an academic base of (\_\_\_\_\_ dollars), *patient services component of \_\_\_ dollars*) (*faculty practice component of \_\_\_ dollars*).

***If appointment includes official administrative title:*** You serve in an administrative capacity at the will of the Dean.   Should it happen that you no longer hold an administrative position in NJMS, your academic base salary will be reduced (**and (if applicable),** any clinical salary supplement will be adjusted to reflect your changed responsibilities).

***If no official administrative title and FTE of at least 50%:*** Faculty holding appointments of 50% time or greater are included in the bargaining unit represented by the American Association of University Professors (AAUP). The academic base and future academic base salary changes are set by the AAUP collective bargaining agreement*.*

***If offer includes an official administrative title OR offer is for a position at less than 50% FTE:*** You are not eligible for membership in the American Association of University Professors (AAUP) because you will hold a *(faculty administrator position / FTE of less than 50%).*

Salary components are contingent upon satisfactory performance and a variety of other University and School criteria. In addition; clinical salary components are subject to change; however if you are an AAUP bargaining unit member, the AAUP has the right to request negotiation between the parties prior to any change taking effect.

***If there is a faculty practice payment guarantee:***

You will be guaranteed by the School to receive faculty practice payment in the amount of $XXX for (*number*) of years.  (*State stipulations as to billing during the guarantee period, if any*.)   The guarantee of faculty practice payment will terminate at the expiration of the guarantee period.

The faculty practice program at Rutgers New Jersey Medical School is conducted under the terms of an Affiliation Agreement with University Physician Associates of New Jersey (UPA.) By acceptance of this appointment you assign your right to bill and collect for professional care services to UPA. UPA shall bill and collect for same and distribute the revenues from collections pursuant to the Affiliation Agreement. Patient care services will be rendered exclusively in NJMS approved practice sites, including the Doctor’s Office Center, University Hospital (UH), the Ambulatory Care Center, the NJMS-UH Cancer Center, the Behavioral Health Sciences Building, and all other NJMS or UPA owned, affiliated and/or operated facilities or sites, or other locations assigned by the Dean of NJMS. Requests by full time faculty for exemption from the program may only be granted through recommendation of the Department Chair and agreement between the Dean of NJMS and the UPA Board of Directors. Exemptions are valid for one year and may be requested on an annual basis. The failure to participate in the program may result in disciplinary action by UPA and the University. By your acceptance of employment, you also agree to authorize UPA to disclose to the Dean of NJMS, consistent with the terms of the Affiliation Agreement, all revenues UPA receives from patient care activity, as reflected on the books and records of UPA. Such disclosure will include monthly financial and activity statements currently provided to faculty members by UPA. Patient care services which are not rendered in accordance with the program are not covered by the University Self-Insurance Program of Professional Liability Insurance. By accepting this employment offer, even if you do not sign this letter, you acknowledge that you have received or had made at your disposal copies of the UPA Affiliation Agreement as well as the Bylaws, and Rules and Regulations of UPA, which are located at [www.upanj.org/governingdoc.asp](http://www.upanj.org/governingdoc.asp). Additionally, you confirm that you have read these documents and agree to be bound by their terms and conditions, as same may be amended from time-to-time.

***If applicable: State the requirement for generating extramural funding to cover a percent of the stated salary.***

Your maintenance of a full, unconditional and unrestricted license to practice in the State of New Jersey, and, if applicable to your practice, registration by the State and federal agencies, is a condition of your employment with the University. ***[State any additional requirements for board certification, credentialing and/or enrollment in Medicaid and Medicare Programs. State any requirement to maintain hospital privileges at (name of hospital)].***  It is your responsibility to immediately notify the University**, *specifically the Department Chair*,** upon any non-renewal**,** suspension or termination of a full, unconditional and unrestricted license and/or any required registrations. If you fail to maintain your license and/or any required registrations (or in the event that certain conditions or restrictions are placed on your license), you will be immediately suspended from any patient care activities. To the extent permitted by University policies, compensation will be suspended or reduced if you are unable to perform employment responsibilities as a result of a failure to maintain your license and/or any required registrations (or as a result of conditions or restrictions being placed on your license). Failure to maintain a full, unconditional and unrestricted license and/or any required registrations shall constitute a breach of the terms and conditions of this Agreement, and may result in a termination of the employment relationship.

You agree to take steps to ensure that your services are provided in accordance with requirements of the Medicare and Medicaid Programs and third-party payors.

***If applicable: State the School's requirement for execution of an Agreement Not to Compete (restrictive covenant).***

The University Program of Self Insurance is governed by the terms and provisions of the State of N.J. Tort Claims Act, **N.J.S.A. 59:1-1, et seq.** It covers only your activities performed within the scope of your University part-time employment. “Scope of University Employment” is defined as all activities performed by a faculty or staff member on behalf of, assigned and authorized by, and under the direction of the University. This shall include activities performed pursuant to a Faculty Practice Plan approved by the University, provided such work is billed and collected according to the terms of the Plan. Given the importance of professional liability coverage, you are urged to read the entire University Policy about Liability Insurance, http://policies.rutgers.edu/4031-currentpdf If you have questions regarding this Policy, please contact Mr. Ron De Vos, the Director of Risk Management at 973-972-6277 or at [devosrg@ca.rutgers.edu](mailto:devosrg@ca.rutgers.edu).

If you practice at University owned and operated facilities, and you also practice elsewhere, you must maintain commercial liability insurance with limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate in order to protect your legal interests. Under N.J. law, any commercial professional liability insurance which covers your activities concurrently will be deemed primary coverage. You are required to obtain and attach a copy of your certificate of insurance, naming Rutgers, the State University of New Jersey as certificate holder, to this letter after you have signed it, and return both to this department. The certificate of insurance can be obtained from your insurance company and/or insurance broker.

***As applicable:* Describe the major duties and responsibilities of the position, specific clinical or administrative duties, etc., plus a statement that these expectations are not all inclusive ("...and such other duties as assigned by the Chair or Dean.") Identify the faculty mentor, if any.**

This offer is contingent upon the successful completion of all the procedures and approvals required by the Bylaws of the University, the New Jersey Medical School, University Hospital and University policy, and the completion of a background check (including educational credentials, employment history, licensing/certification verification, criminal history, social security records, research misconduct and professional liability claims history) deemed favorable by the University. In addition, appointment to this position requires that you are not listed by the Office of the Inspector General (OIG) and/or the General Services Administration (GSA) as excluded from participating in federal health care, research or other grant programs. The undersigned faculty member agrees that during the term of this Agreement any violations of federal or state law or actions that are contrary to University policy or public policy shall constitute a breach of its terms and conditions and may result in a termination of the employment relationship and a forfeiture of all employment benefits expressed within.

All faculty are required to comply with the Bylaws, policies and procedures of the University, University Hospital, and the School, including the University’s compliance program. The School’s bylaws are located at <http://njms.rutgers.edu/faculty_org/NJMSBylawsapproved-BOT3211.cfm>. All medical staff members are required to comply with the University Hospital Medical Staff Bylaws, Rules and Regulations and policies and procedures of University Hospital. University Hospital Medical Staff’s Bylaws website is: <http://www.uhnj.org/mdstfweb/>. University Hospital Policies and Procedures are located at: <http://uhpolicies.umdnj.edu>. University policies of frequent interest to faculty include:

* Compliance Program

<https://ethics.umdnj.edu/mtrxprod/Ethics_Apps/CONTENT/index.html?page=30>

* Patents

http://policies.rutgers.edu/9041-currentpdf

* Intellectual Property: Copyrights & Royalties

http://policies.rutgers.edu/9042-currentpdf

* Investigator Conflict of Interest

http://policies.rutgers.edu/9025-currentpdf

* Code of Ethics: General Conduct

http://rbhs.rutgers.edu/complweb/code/conduct.pdf

* OIG / GSA Exclusion

http://policies.rutgers.edu/10022-currentpdf

* Guidelines for Conduct of Research and Scholarly Activities

http://policies.rutgers.edu/9022-currentpdf

* Liability Insurance

<http://policies.rutgers.edu/4031-currentpdf>

* Faculty Handbook

<http://rbhs.rutgers.edu/facultyaffairs/Resources/facultyhandbook/>

**Policies dealing with pre-employment health requirements are:**

* HIV, HBV and HVC

http://policies.rutgers.edu/4035-currentpdf

Faculty who have potential patient contact and/or exposure to human cells or tissues must be tested for hepatitis infection and immunity as condition of employment in accordance with the HIV, HBV and HVC Policy.

* Tuberculosis Surveillance

<http://policies.rutgers.edu/4033-currentpdf>

For your protection, all prospective School faculty must be tested for tuberculosis as a condition of employment. Please provide documentation of recent results in accordance with the Tuberculosis Surveillance Policy.

Please refer to the attached memo, "Pre-Employment Medical Evaluation" for instructions on submission of a recent TB test and (if applicable) HBV documentation.

***If applicable:*** If you require United States Citizenship & Immigration Services authorization to work at the University, please contact my office *(or the department administrator)* office as soon as possible.

It is our expectation that if you choose to leave the University prior to the end of your appointment, you will provide ninety days written notice.

You may indicate your acceptance of the terms and conditions of this Letter of Offer by signing in the space provided below. Please complete and sign the enclosed Faculty Disclosure and Authorization form and Faculty Personal Data form (including the second page – Liability Claims Forms) for the background check, and return with the signed Letter of Offer to the department within fifteen (15) business days.

Sincerely yours,

\_\_\_\_\_\_\_\_\_\_

Department Chair Name Date

Chair, Department of

\_\_\_\_\_\_\_\_\_\_

Robert L. Johnson, MD, FAAP Date

The Sharon and Joseph L. Muscarelle Endowed Dean

*Agreed to by:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Faculty Name Date

Enclosures

Distribution:

Original to: NJMS Office of Faculty Affairs

Copy to: Senior Associate Dean for Clinical Affairs

NJMS Finance

Department File