**PER-DIEM FACULTY OFFER LETTER TEMPLATE**

**REVISED: January 4, 2023**

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

(***Address***)

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

Dear (***Dr. /Mr. /Ms****.):*

I am pleased to offer you a position as (*faculty title*), in the (*name of**department / program*) in (name of School) which is a part of Rutgers Biomedical and Health Sciences of Rutgers, The State University of New Jersey (“University”).

This is a per diem appointment.

The appointment begins on, or about, (*month/day/year*). This appointment is an at-will, qualified-title appointment, and may be terminated at any time by either party. You will be paid $\_\_\_\_\_\_\_\_\_\_ dollars/hourly for (*state responsibilities*).

***If clinical faculty:*** Your receipt and maintenance of (1) a full, unconditional and unrestricted license to practice medicine or dentistry in the State of New Jersey, and (2) valid registrations from the U.S. Drug Enforcement Administration (“DEA”) and the New Jersey Office of the Attorney General, Division of Consumer Affairs, Drug Control Unit (“CDS”) are conditions of your employment with the University. You certify that you have not in the past and are not currently a “sanctioned individual” as defined in 42 U.S.C. Sec. 1320a-7(b)(8), regarding individuals excluded from participation in Medicare or any state Medicaid program. **[State any additional requirements for board certification, credentialing, and/or enrollment in Medicaid and Medicare Programs.]** If you do not obtaina valid New Jersey clinical license and DEA and CDS registrations (state any other requirements) within 90 days of your start date, or for such period of time as extended by the Dean, your appointment will be terminated.  **[State any requirement to maintain hospital privileges at (name of hospital)].** It is your responsibility to immediately notify your Chair upon any non-renewal, suspension or termination of a full, unconditional and unrestricted license and/or any required registrations. You must also notify your Supervisor immediately upon notice that you are under investigation for any claim which could lead to exclusion from participation in Medicare or any state Medicaid program or which could subject you to sanctions by the New Jersey Board of Medical Examiners or New Jersey Board of Dentistry. If you fail to maintain your license and/or any required registrations in full, unconditional and unrestricted status (or in the event that certain conditions or restrictions are placed on your license), or you are excluded from participation in Medicare or any state Medicaid program you will be immediately removed from any patient care activities. Compensation may 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), or if you are excluded from participation in Medicare or any state Medicaid program. In addition, failure to maintain a full, unconditional and unrestricted license and/or any required registrations, or if you become excluded from participation in Medicare or any state Medicaid program, shall constitute a breach of the terms and conditions of this Agreement, and may result in a termination of the employment relationship.

***If clinical faculty:*** You are required to participate in the Medicare and Medicaid Programs as well as other commercial health plans and third-party payor programs as may be determined by Rutgers in its sole discretion. You must ensure that your services are provided in accordance with requirements of the Medicare and Medicaid Programs and of such commercial health plans and third-party payors.

***If applicable:*** As an employee of Rutgers, you are required to participate in and offer your clinical services through a clinical practice plan authorized by Rutgers. By acceptance of this appointment you assign your right to bill, collect and retain all revenue for professional care services to Rutgers or such entity as Rutgers shall designate along terms as established by Rutgers and you agree to cooperate to effectuate the assignment[For RWJMS only add:, which is documented in the accompanying Assignment/Limited Power of Attorney form].  Currently, Rutgers has an agreement with Rutgers Health Group, Inc. (“RHG”), a New Jersey non-profit corporation, which is the clinical practice plan of the health professionals employed by, contracted to, or affiliated with Rutgers. Rutgers reserves the right to replace its current authorized clinical practice plan with another clinical practice plan. [For NJMS only add:  Currently, Rutgers has an agreement with University Physicians Associates of New Jersey (“UPA”) which bills and collects for same and distributes the revenues from collections pursuant to the Affiliation Agreement.  While this Affiliation Agreement is in place, failure to participate in the program may result in disciplinary action by UPA and the University.  Requests by full time faculty for exemption from the program may only be granted by the University after considering the recommendations of the Department Chair, and the UPA Board of Directors.  By your acceptance of employment, you also agree to authorize UPA to disclose to the Dean of New Jersey Medical School, 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, you acknowledge that you have received or had made at your disposal copies of the Affiliation Agreement between Rutgers and UPA, as well as the Bylaws, 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.]

***If clinical, insert liability claims statement "A". (See attached)***

This offer is contingent upon the successful completion of all the procedures and approvals required by the University and [insert name of School] 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.

~~During the period of emergency as declared by the State of New Jersey and the University, the University may relax University Policy 60.1.30 and allow individuals to commence employment with Rutgers prior to receiving the full results of the background check due to the inability of the University to timely obtain certain information from agencies related to that background check.  Any individual allowed to commence employment under this relaxation of University Policy shall be subject to termination of employment if the information subsequently obtained about the individual that had not been obtained (or not disclosed by the applicant) at the time of application of employment, are not deemed acceptable by the University.~~

~~This relaxation/exception to the Policy by the Senior Vice President for Human Resources and Organizational Effectiveness shall apply only to certain criminal history information that may not be timely obtained due to the closure or limited availability of certain court systems during this period of emergency.  Applicants must still undergo all other parts of a background check, including, but not limited to, the Sex Offender Registry.  This relaxation shall not apply to applicants who must complete a full background check pursuant to statute, regulation, accrediting agency policy, where required for hospital medical staff privileging or by an entity contracting with RBHS for services, or for other reasons determined by the Senior Vice President for Human Resources and Organizational Effectiveness.~~

In addition, appointment to this position requires that you are not listed by the Office of the Inspector General (OIG), the General Services Administration (GSA), the New Jersey Debarment list, the New Jersey Division of Consumer Affairs, the N.J. Treasurer’s exclusions databases, and the 45 state Medicaid exclusion list databases as excluded from participating in federal and/or state 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. You are also required to sign the attached restrictive covenant agreement.

All faculty are required to comply with the Bylaws, policies and procedures of the University and the School, including the University’s compliance program, as they may be amended from time to time. Nothing in this letter supersedes applicable University and/or School Bylaws, policies, or procedures.

The School’s bylaws are located at (*insert applicable link*). University policies of frequent interest to faculty include:

* Compliance Program

<https://uec.rutgers.edu/programs-2/healthcare-compliance/>

* Patents

[https://policies.rutgers.edu/sites/policies/files/50.3.14%20-%20current\_0.pdf](https://policies.rutgers.edu/sites/policies/files/50.3.14%20-%20current_0.pdf%20)

* Intellectual Property: Copyrights & Royalties

<https://policies.rutgers.edu/sites/policies/files/50.3.7-current.pdf>

* Investigator Conflict of Interest

<https://research.rutgers.edu/researcher-support/research-compliance/conflict-interest>

* Code of Ethics: General Conduct

[https://uec.rutgers.edu/wp-content/uploads/CodeofEthics.pdf](https://uec.rutgers.edu/wp-content/uploads/CodeofEthics.pdf%20)

* OIG / GSA Exclusion

<https://policies.rutgers.edu/sites/policies/files/100.2.2%20-%20current.pdf>

* Guidelines for Conduct of Research and Scholarly Activities

<https://policies.rutgers.edu/sites/policies/files/90.2.2%20-%20current_0.pdf>

* Liability Insurance

<https://finance.rutgers.edu/healthcare-risk/insurance>

Policies dealing with pre-employment health requirements are:

* HIV, HBV and HCV

<https://policies.rutgers.edu/sites/policies/files/40.3.5%20-%20current.pdf>

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 HCV Policy.

* Tuberculosis Surveillance

<https://policies.rutgers.edu/sites/policies/files/100-3-2-strikeout-06-12-2020.pdf>

If required by University policy 100.3.2, you 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 HBV documentation (if applicable).

·       This offer of employment is contingent upon compliance with the University’s COVID-19 vaccination requirements.  The University requires all new employees to provide proof that they are fully vaccinated and have received a booster (where eligible) against COVID-19 prior to commencement of employment, unless the University has granted the employee a medical or religious exemption.  Based on current guidance, individuals are considered fully vaccinated against COVID-19 two weeks after receiving the final dose of a vaccine approved or authorized for emergency use in the United States or a vaccine that has been listed for emergency use by the World Health Organization.  Eligibility for a booster against COVID-19 varies and is explained on the University’s web site located at <https://coronavirus.rutgers.edu/covid-19-vaccine>.  By signing this offer letter of employment, you agree to provide proof to the hiring manager that you are fully vaccinated against COVID-19 and have received a booster (where eligible) or have received a medical or religious exemption prior to your first day of employment.  Failure to do so will result in rescission of this offer of employment.  Individuals who are not eligible for a booster at the time of an offer of employment must provide proof they have received a booster within 14 days of becoming eligible and upload proof of same.  Failure to do so will result in disciplinary action up to and including termination.  You will receive an email with instructions to upload your vaccination card and/or to apply for a medical or religious exemption.

The Immigration Reform and Control Act of 1986 requires all employers to certify the identity and work eligibility of all new employees. This offer of appointment is therefore subject to your presentation of proper documentation, as required by law. The *Employment Eligibility* form (Form I-9) is an online process, and all new employees must present the required documents to the employing department, in person, within three days of the employment start date. Accordingly, please present the required documents to (insert name) before your start date. You must complete an Employment Eligibility Verification Form (Form I-9), an Oath or Affirmation document, and other required payroll forms by your appointment begin date.

In addition to the Form I-9, all new employees are required to have their employment eligibility verified through government databases using E-Verify. E-Verify compares information from your Form I-9 to data from the U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility. In the event that the E-Verify system of the U.S. Citizenship and Immigration Services (USCIS) gives Rutgers a “Temporary Non-Confirmation (TNC)” of your eligibility for this job, you will be notified by your employing department and given the opportunity to respond to USCIS within the required timeframe. If subsequent to a TNC on your case the E-Verify system gives Rutgers a “Final Non-Confirmation (FNC)” of your eligibility for the job, your employment in this position will be subject to immediate termination as required by USCIS regulations. For information on the Form I-9, E-Verify and the list of acceptable documents, please visit the U.S. Citizenship and Immigration Service website <http://www.uscis.gov/portal/site/uscis>.

By accepting this offer of employment, you are representing to Rutgers that you are not subject to any restrictive covenant, non-compete agreement or other legal restriction which prevents you from being employed by Rutgers.

***Optional Statement:*** 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.

Please do not hesitate to contact (insert supervisor) if you have any questions concerning the terms of this offer. Kindly indicate your acceptance of the terms and conditions of this Letter of Offer by signing in the space provided below. (***If applicable add:*** Please complete and sign the enclosed Liability Claims Information – for paid clinical faculty only) and return with the signed Letter of Offer to (specify) within (*number*)days. You will be contacted by University Human Resources to complete the Background Check Investigation (BGI) process. Background Check FAQs can be found here: <http://uhr.rutgers.edu/faq-background-check>. Please respond to UHR and submit the requested materials as soon as possible.

We look forward to working with you.

Sincerely,

Chair or Dean

I accept the terms and conditions of this appointment:

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

Signature Date

**A: LIABILITY CLAIMS STATEMENT (Part-time Paid Clinical Faculty)**

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 through a Clinical 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 <https://policies.rutgers.edu/sites/default/files/40.3.1%20-%20current.pdf>. If you have questions regarding this Policy, please contact Kenneth Young, Assistant Director of Risk Control & Insurance Management at 973-972-6617or at youngke@finance.rutgers.edu.

In the event that you furnish clinical or other services (such as consulting or expert witness services) outside of you practice for the University, you must maintain your own professional 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 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. (Note that pursuant to University policy, all outside employment must be approved in advance by the [Name of Department] Chair.)