**RBHS INSTRUCTOR (0.5 FTE OR GREATER) AAUP-BHSNJ FACULTY REAPPOINTMENT LETTER TEMPLATE**

**Revised: March 9, 2023**

(Note: Instructors will receive 1-3 year renewable appointments and may maintain this rank for up to 3 years.)

***(Date)***

***(Full Name*)**

**(*Address*)**

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

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

I am pleased to inform you that you have been reappointed as RBHS Instructor 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”).

***If appointment is not coterminous****:* This is a (*10 month/12 month*) appointment beginning on July 1, (year) and ending on June 30, (*year*). This is a (*full-time/part-time, if part-time state FTE*) appointment. At the expiration of this term appointment, reappointment may or may not be offered in the sole discretion of the University. If your term appointment will not be renewed, you will receive written notice that your term appointment is not to be renewed upon expiration no later than *(insert number of months)* prior to the expiration of your term. *(The following is a guide to completing the letter but shall not be included in the letter: four months prior to the expiration of a one-year appointment, six months prior to the expiration of a two-year appointment, or twelve months prior to the expiration of an appointment greater than two years).*

***If appointment is coterminous****:* This is a (*10 month/12 month*) appointment. The terms of this appointment are coterminous with and contingent upon continued funding at the current or increased level of funding from (*source of external**funding*) or any other approved sources of outside funding. The appointment is beginning on July 1, (*year*) and ending on June 30, (*year*) provided that the current or increased level of funding from (*source of external funding*) or any other approved sources of outside funding for the position is/are continued for this period. This is a (*full-time/part-time, if part-time state FTE*) appointment. At the expiration of this term appointment, reappointment may or may not be offered in the sole discretion of the University. If your term appointment will not be renewed, you will receive written notice that your term appointment is not to be renewed upon expiration no later than *ninety (90) days* prior to the expiration of your term. If funding is ending/reduced, you will receive ninety (90) day notice that the appointment will end.

***Academic base and other salary components***: Your total compensation will be $(*insert total compensation, total of all components including administrative stipend, if applicable*). This includes an academic base of $(*dollars*), a supplemental component *of $(dollars*)*,* ***AND If applicable, add******the following****: and $(dollars) for your administrative role.*

*Your supplemental component will be paid as follows: (insert payment parameters, including whether it is guaranteed or conditional. If guaranteed, indicate for how long.) You may be eligible for additional compensation based on performance.*

Salary components are contingent upon satisfactory performance and a variety of other University and School criteria. ***For faculty in the AAUP-BHSNJ:*** The AAUP-BHSNJ has the right to request negotiation between the parties over a proposed change to a faculty member’s salary component, during the term of the appointment, prior to any change taking effect that is not expressly provided for the in Article VIII: Compensation of the collective negotiations agreement.

***If clinical faculty:*** Your 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.] [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].~~  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 Barnabas Health, Inc. (d/b/a RWJBH Corporate Services, Inc.) to provide revenue cycle management (e.g., billing and collection services) for patient care services furnished by NJMS clinical faculty. Barnabas Health furnishes these services through its controlled affiliate, University Physician Associates of New Jersey, Inc., a New Jersey non-profit corporation. Rutgers reserves the right to replace its current revenue cycle management provider with another revenue cycle management provider.]

***If clinical, part-time faculty: Insert liability claims statement "A". (See attached)***

Information regarding reappointment and promotion, can be found in the *Rutgers Biomedical and Health Sciences* *Policies and Guidelines (*<https://facultyaffairs.rbhs.rutgers.edu/appointments-promotions/faculty-appointments-and-promotions-guidelines/>*).*  The guidelines for reappointment and promotion can be found here: <https://facultyaffairs.rbhs.rutgers.edu/appointments-promotions/academic-reappointment-promotion-instructions/>.

**Describe the major duties and responsibilities of the position (include following language “**These responsibilities may be amended upon written notification to you.”)**, 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 and/or Dean."), and as well a statement of the responsibilities and commitment of the institution.** **The breakdown of the faculty member’s FTE (cFTE, eFTE, sFTE and/or rFTE) must be included.**

This position requires that you are not listed by the Office of the Inspector General (OIG) and/or 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.

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>

* 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>

***If no administrative title:***

As part of your employment, the Council of Chapters of the American Association of University Professors Biomedical and Health Sciences of New Jersey (AAUP-BHSNJ) represents you for purposes of collective negotiations. The collective negotiations agreement can be found here: <https://laborrelations.rutgers.edu/faculty/labor-contracts>.

***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 day written notice.

Please do not hesitate to contact (insert supervisor) if you have any questions concerning the terms of this appointment. Kindly indicate your acceptance of the terms and conditions of this Letter of Reappointment by signing in the space provided below.

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 973-972-6617 or 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.)