**CLINCALLY FOCUSED UNIVERSITY PRACTIONER (CFUP)**

**FACULTY OFFER LETTER TEMPLATE**

**DATE: December 23, 2022**

Date

Name

Address

City, State Zip

Dear Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

We are pleased to offer you a position as [title] at Rutgers Robert Wood Johnson Medical School (“RWJMS”) within the Department of \_\_\_\_\_\_\_\_\_\_\_\_, Division of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. RWJMS is a part of Rutgers Biomedical and Health Sciences (“RBHS”) of Rutgers, The State University of New Jersey (“University”).

Your appointment term will begin on or about \_\_\_\_\_\_\_\_\_, 20\_\_ and end June 30, 20\_\_. This appointment is at-will and may be terminated at any time by either you or the University.

This is a part time appointment for which you will be paid $12,000 per year. Your time commitment will be established in advance of each fiscal year by the Chair; we anticipate that your time commitment will be generally less than four hours each week as averaged over any given 90-day period. As a part-time employee, you are not eligible for health benefits. ~~employer premium share health benefits but would be eligible for self-paid health benefits through the State Health Benefit Program.  Additionally, you would be eligible to participate in the matching retirement program offered by the University.  You may be eligible for other programs and/or discounts offered through University Human Resources, such as additional tax saving plan.  Please contact OneSource Rutgers Faculty and Staff Service Center at 732-745-SERV (7378) or~~~~OneSource@rutgers.edu~~

You will report to the Section Chief of \_\_\_\_\_\_\_\_\_\_\_\_, the Division Chief of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the Chair of the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Your responsibilities, which will be determined in advance of each fiscal year by the Chair (with guidance from the clerkship site director or rotation site director, as applicable), are limited to medical education, research and other scholarly activities. Medical education involves teaching medical and other health professional students, residents, and/or fellows, generally in a clinical (outpatient and/or inpatient) setting, which is an environment where learners can interact with patients under the guidance of qualified faculty members who give value, context, and meaning to those interactions in accordance with the LCME curriculum ground rules, the ACGME core competencies, the ACGME Common Program Requirements relating to medical and health education, or other health professions’ accrediting bodies. These responsibilities are set forth in greater detail in the Job Description enclosed herewith. The Job Description includes a representative list of duties which may be assigned to you at the discretion of the Chair. The University reserves the right to change the Job Description as needed.

Your appointment is contingent on (1) your continued employment in good standing by RWJBarnabas Health, Inc. (or an affiliate thereof, such as RWJ Physician Enterprise or Barnabas Health Medical Group; and, (2) your assignment by RWJBarnabas Health, Inc. (or an affiliate thereof) to furnish clinical services to Rutgers pursuant to the Integrated Practice Agreement of July 1, 2020 between RWJBarnabas Health, Inc. and the University. In the event that you are no longer employed by RWJBarnabas Health (or an affiliate thereof), or if your employment by RWJBarnabas Health (or an affiliate thereof) is limited or restricted in any way (such as, but not limited to, should you be placed on a paid or unpaid leave of absence; you are suspended; you are temporarily or permanently disabled; etc.), or if you are no longer assigned by RWJBarnabas Health, Inc. (or an affiliate thereof) to furnish clinical services to Rutgers under the terms of a separate written agreement, then your appointment at Rutgers and your employment at Rutgers will be immediately terminated.

Your appointment is further contingent on 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”). The foregoing are continuing conditions of your employment with the University. 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. In addition, your appointment is continginent on your (3) current certification in good standing by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ board and maintence of such certification throughout your appointment (if you are not board certified at the time of your initial appointment, you will given up to three (3) years to achieve board certification; the University reserves the right to terminate your employment should you fail to achieve board certification within three (3) years of your initial appointment); and, (4) obtaining and maintaining unrestricted privileges as a member of the medical staff of RWJBH University Hospital **[as well as** **(name of other RWJBH hospital(s))].**

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 might potentially 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, the New Jersey State Board of Dentistry, the New Jersey Office of the Insurance Fraud Prosecutor, or any other regulatory body. If you fail to maintain your license and/or any required registrations in full, unconditional, and unrestricted status (or in the event that a regulatory body places certain conditions or restrictions on your license, such conditions as determined by the University), or you are excluded from participation in Medicare or any state Medicaid program, or you are under investigation as described above, your employment is subject to termination by the University. In addition, and at the discretion of the University, your compensation may be suspended or reduced if you are unable to perform employment responsibilities, either 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, or for any other reason. 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.

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 and that you not be on a current exclusion list relative to any state Medicaid program. 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. You agree 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.

Although this appointment does not include the provision of clinical services (that is, patient care services) or the supervision of the provision of clinical services, you are required to maintain professional liability insurance coverage in claims made or occurrence form with limits of liability of not less than $3 million per occurrence/$5 million annual aggregate. Prior to commencing employment by Rutgers (and each year thereafter and each time your carrier changes) you are required to provide Rutgers with a current Certificate of Insurance naming Rutgers, The State University of New Jersey as certificate holder. This insurance that you, and/or RWJBarnabas Health, Inc. or any of its affiliates, provide shall be your primary source of coverage for professional liability claims. The University will not provide you with any insurance or other coverage for claims arising out of your provision of clinical services or the supervision of the provision of clinical services. Subject to the State of New Jersey Tort Claims Act, the University will furnish you with liability insurance coverage, but such coverage shall be limited to your performance of purely educational duties (as described above) and funded research activities in your capacity as a University employee.

***For all faculty at or below Associate Professor, if supervisor will be initial mentor, include this language:***In an effort to assist you in your career advancement, **[Supervisor Name here]** will serve as your initial mentor and advise you on opportunities that may help advance your academic career. Within approximately six months, and in consultation with your supervisor, you will be asked to identify a primary mentor. If your Supervisor will remain a mentor, you will be asked to identify one or more additional mentors, one of whom will serve as primary mentor who signs off on your individual development plan. The composition of your mentoring and career development group can be adjusted as you see fit, generally in consultation with your supervisor.

***For all faculty at or below Associate Professor, if the mentor is someone other than the supervisor, include this language:*** [NAME] will serve as your mentor in an effort to assist you in your career advancement. In consultation with your supervisor, you may choose to identify an alternate primary mentor and additional mentors who will help guide your career development.

This offer is contingent upon the successful completion of all the procedures and approvals required by the University and the Rutgers Robert Wood Johnson Medical 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.

~~[~~***~~Add during COVID-19 Public Health Emergency:~~*** ~~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.

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:

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* 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://riskmanagement.rutgers.edu/sites/default/files/RBHS%20Professional%20Liability%20Program%20of%20Self%20Insurance%20060115.pdf~~](https://riskmanagement.rutgers.edu/sites/default/files/RBHS%20Professional%20Liability%20Program%20of%20Self%20Insurance%20060115.pdf)

 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
<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 Verificationform (USCIS Form I-9) U.S. Citizenship and Immigration Services (“USCIS”) is an online process, and all new employees must present the required documents to the employing department, in person, within three (3) days of the employment start date. Accordingly, please present the required documents to **[insert name here]** before your start date. You must complete an Employment Eligibility Verification form (USCIS Form I-9), an Oath or Affirmation document, and other required payroll forms by your appointment begin date.

In addition to the USCIS 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 USCIS 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 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 USCIS 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.

It is our expectation that if you choose to leave the University prior to the end of your appointment, you will provide 90 days’ written notice.

Please do not hesitate to contact **(insert supervisor name)** 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. Please ~~complete and sign the enclosed Liability Claims Information form, and return it along with the~~ return this 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: <https://uhr.rutgers.edu/talent-acquisition/faq-background-check>. Please respond to UHR and submit the requested materials as soon as possible.

Sincerely,

Encls.

cc: Kelly Fulton, Senior Vice President, Physician Development, RWJPE

I accept the terms and conditions of this appointment:

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

Signature Date

Enclosure A

**Rutgers Biomedical and Health Sciences (RBHS)**

**Faculty Position Description Template (ver. 01/2021)**

**Anticipated Rank/Position: Clinically Focused University Practitioner**

**Department/Division:**

**School/Unit:**

**Campus/Location:**

**Reports to:**

**RBHS Overview:**

New Jersey’s premier academic health center, Rutgers Biomedical and Health Sciences (RBHS) takes an integrated approach to educating students, providing clinical care, and conducting research, all with the goal of improving human health. Aligned with Rutgers University–New Brunswick and collaborating university wide, RBHS includes eight schools, a behavioral health network, and five centers and institutes that focus on cancer treatment and research, neuroscience, advanced biotechnology and medicine, environmental and occupational health, and health care policy and aging research.

Our elite and renowned faculty are teachers, health researchers and providers, and scientists with unparalleled experience who advance medical innovation and provide patient care informed by the latest research findings. We offer an outstanding education and training in medicine, dentistry, pharmacy, public health, nursing, biomedical research, and the full spectrum of allied health careers. An important mission of RBHS is to promote the careers of faculty, staff, and learners.

Through this community of healers, scientists, and scholars, Rutgers is equipped as never before to transform lives.

**School Overview:**

Insert school description here

**Position Summary:**

Your responsibilities and associated time commitment, which will be determined in advance of each fiscal year by the Chair (with guidance from the clerkship site director or rotation site director, as applicable), are limited to medical education, research and other scholarly activities and will include some or all of following (which list is subject to periodic revision):

* Medical education, which involves teaching medical and other health professional students (“students”), residents, and/or fellows, typically in a clinical (both outpatient and inpatient) setting, which is an environment where learners can interact with patients under the guidance of qualified faculty members who give value, context, and meaning to those interactions in accordance with the LCME curriculum ground rules, the ACGME core competencies, the ACGME Common Program Requirements relating to medical and health education, or the requirements of other health professions’ accrediting bodies:
	+ Patient care that is compassionate, appropriate, effective, and ethical for the treatment of health problems and the promotion of health, taught in an experiential clinical setting (including, but not limited to, instruction in medical ethics and human values and ethical principles in caring for patients and in relating to patients’ families and to others involved in patient care);
	+ Medical knowledge about established and evolving biomedical, clinical, and cognitive sciences and the application of medical knowledge to patient care (including, but not limited to, applying clinical and translational research to patient care);
	+ Practice-based learning and improvement that involves investigation and self-evaluation, appraisal and assimilation of scientific evidence, and improvements in patient care (including, but not limited to, skills necessary for lifelong learning);
	+ Interpersonal and communication skills that result in effective information exchange and collaboration with patients, their families, and other health professionals;
	+ Professionalism as manifested through a commitment to professional responsibilities, adherence to ethical principles, and sensitivity to a diverse population;
	+ System-based practice as manifested by actions that demonstrate an awareness of and responsiveness to the larger context and system of health care and the ability to use system resources to provide optimal care (including, but not limited to, an appreciation of interprofessional practice);
	+ Medical consequences of common societal problems;
	+ The manner in which people of diverse cultures and belief systems perceive health and illness and respond to various symptoms, diseases and treatments; and,
	+ Recognizing and appropriately addressing gender and cultural biases in themselves, in others, and in the process of health care delivery.
* Didactic education in your area of expertise including sessions that may include lectures, classroom instruction, and grand rounds presented to students, residents, fellows, faculty, and community physicians.
* Participate in educational and continuing medical education activities within the Division and the department, as an instructor, panelist, moderator, or participant.
* Engage in peer review activities; clinical case reviews; morbidity and mortality conferences; and, reviews of outcomes for length of stay, performance metrics, protocol compliance, and adverse events.
* Participate in the recruitment of patients for clinical trials, participate in clinical and translational research.
* Participate in the development of clinical protocols, performance improvement measures, and other quality indices.
* Participate in research activities with junior faculty/fellows/residents.
* Participate in the recruitment of faculty, fellows, and staff to the division/department.
* Participate in medical school, department, and program (as applicable) licensure, accreditation, and certification initiatives.
* Display outstanding faculty citizenship, which includes timely communication with administrative and clinical leadership in the department; regular meeting attendance (division, department and hospital); successfully performing medical education obligations; participation in hospital and University committees; and, adherence to compliance requirements.
* It is anticipated that your time commitment will generally be four (4) hours or less per week as averaged over any given 90-day period.
	+ Advance written approval from the Department Chair must be obtained before your supervisor may assign duties requiring an estimated time commitment in excess of four (4) hours per week as averaged over any given 90-day period. Pursuant to Section 2.1(c) of the Integrated Practice Agreement, a Change Form must be submitted to reflect any changes in requested time commitment.

**Physical Demands and Work Environment:**

Provide details for Physical Demands and Work Environment that are job related and consistent with business necessity. Documenting Physical Demands and Work Environment Conditions in a job description ensures ADA compliance. Use the [ADA Physical Checklist](https://uhr.rutgers.edu/forms/ada-physical-demands-documentation-check-list) and the [ADA Work Environment Documentation Check List](https://uhr.rutgers.edu/forms/ada-work-environment-documentation-check-list) as guides.

**Non-discrimination Statement:**

It is university policy to provide equal employment opportunity to all its employees and applicants for employment regardless of their race, creed, color, national origin, age, ancestry, nationality, marital or domestic partnership or civil union status, sex, pregnancy, gender identity or expression, disability status, liability for military service, protected veteran status, affectional or sexual orientation, atypical cellular or blood trait, genetic information (including the refusal to submit to genetic testing), or any other category protected by law. As an institution, we value diversity of background and opinion, and prohibit discrimination or harassment on the basis of any legally protected class in the areas of hiring, recruitment, promotion, transfer, demotion, training, compensation, pay, fringe benefits, layoff, termination or any other terms and conditions of employment. For additional information please see the Non-Discrimination Statement at the following web address: <http://uhr.rutgers.edu/non-discrimination-statement>