**Template Language for Use in Letters of Offer**

**for Appointment to the Faculty of the Clinical Departments in**

## the Vanderbilt University School of Medicine

(*Revised and updated: March 1, 2018*)

The table below includes items and language that should be used to construct letters of offer to recruits to the faculty of the clinical departments of the School of Medicine. The content of the table is meant to serve as an aid and to identify items which are essential for inclusion in the construction of the letters. The table might best be employed as a check list to be certain that all relevant issues are addressed and that appropriate wording is used. Please note that, in most instances, the wording is suggestive and may be altered, but the letters should address the substance of the items noted as essential. In particular, significant modifications to the compensation or non-compete language must be discussed with the Office of Faculty Affairs to be sure they are compliant. Also note that some items identified as essential may be applicable only to faculty members who will have the relevant assigned responsibility (e.g., clinical practice, research program, etc.).

Please direct any questions to the Office of Faculty Affairs in the School of Medicine.

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| Terms of Offer | Suggested language |
| **Term of Employment (must be concurrent with term of faculty appointment)** | ***Essential for all faculty***  We are delighted to offer you a faculty position in the Department of [clinical department name] in the School of Medicine at Vanderbilt University (“VU”) on the [specify the academic track] [(For those who will have clinical practice duties, insert) and to affiliate your medical practice with the Vanderbilt Medical Group (VMG)]. This letter sets forth the terms that will govern your employment by Vanderbilt University Medical Center (“VUMC”)]. You will be recommended for appointment [(to the tenured faculty) or (for an initial term of \_\_\_ years)]. The term of your employment will be commensurate with the term of your faculty appointment. |
| **Renewal** | ***Essential for non-tenured faculty who will be appointed to a term of specified duration***  Your faculty appointment and employment by VUMC may be renewed at the discretion of the Department Chair and Dean. Unless modified in writing VU/VUMC, the terms contained within this offer letter will remain binding for the duration of your appointment as a faculty member and employment by VUMC, including any period of reappointment or after the award of tenure. Procedures for renewal are set forth in the Vanderbilt *Faculty Manual* (<https://vanderbilt.edu/faculty-manual/>). [(For those being appointed to the tenure track add) The conditions governing the tenure probationary period, reappointment on the tenure track and promotion to tenure are described in the *Faculty Manual*]. You should review this document carefully. |
| **Termination by Faculty** | ***Essential for all and should supplement reference made above to procedures for renewal as set forth in the Faculty Manual***  In the event you elect not to continue your employment for any reason, you must provide written notice not less than [4 months for a non-tenured term appointment; 6 months for a tenured appointment] before the requested date upon which your employment/faculty appointment will conclude. |
| **Specification of Title [consult *Faculty Manual* and/or Office of Faculty Affairs] and Department** | ***Essential for all faculty***  You will be proposed for appointment as an [specify academic title and academic track] to the [specify full-time, part-time, full-status partial load at \_\_% effort, adjunct, or volunteer] faculty. Your appointment will be in the [specify department and division] under the direction of [name department chair and division head/other appropriate immediate supervisor]. |
| **Conditioned on Faculty Appointment** | ***Essential for all faculty***  Your faculty appointment, including your title and the term of appointment, is subject to approval by the appropriate School of Medicine committees and the Dean of the School of Medicine. Your employment by VUMC as a faculty member in the Department of [specify] [and (where relevant) as a member of the VMG] is contingent upon your maintaining this faculty appointment in good standing at all times. |
| **Subject to Terms of Applicable University/Medical Center Policies, *Faculty Manual*** | ***Essential for all but should include only the language relevant for assigned efforts; may condense if desired***  During the term of your employment, you will be subject to the terms of the Vanderbilt University *Faculty Manual* and other applicable VU and VUMC policies and procedures. [(For those who will have clinical practice duties, insert) You will also be subject to the by-laws of the VMG and the VUMC Medical Staff by-laws and Rules & Regulations.] As a VU faculty member and VUMC employee, you will also be subject to all applicable VU and VUMC policies, as they may exist from time to time, including without limitation the Conflict of Interest Policy, the Standards of Conduct, the Policy on Technology and Literary and Artistic Works, and the Policy Guidelines for Sponsored Research, each of which is contained in the *Faculty Manual* (<https://vanderbilt.edu/faculty-manual/>). Your acceptance of this offer will affirm that you have reviewed and agree to be bound by these policies for the duration of your faculty appointment at VU and employment by VUMC. |
| **Immunization and Screening** | ***Essential for those with clinical practice***  To ensure patient safety, Medical Center faculty must meet immunization and screening requirements set forth in Medical Center Policies.  Compliance with the screening program is mandatory.  You must undergo screening by the Vanderbilt Occupational Health Clinic prior to receiving your Medical Center ID badge. You may bring your immunization records and any pertinent laboratory test results to your screening or submit the pertinent records to Occupational Health before you arrive on campus ([Pre-arrival Immunization Form](https://redcap.vanderbilt.edu/surveys/?s=4AY3LKEXRC)).  After reviewing your records, the Occupational Health Clinic will provide any additional services you may require at no cost to you.  The Medical Center currently requires screening and/or immunization for tuberculosis, measles, mumps, rubella, varicella, influenza, and hepatitis B.  Medical Center immunization requirements can be found at [VUMC immunization](https://www.vumc.org/health-wellness/all-aboard/vumc-immunization-requirements). |
| **Subject to Background Check** | ***Essential for all faculty***  In addition to review and approval by the appropriate academic bodies, your faculty appointment and employment will be contingent upon your meeting VUMC’s requirements for and upon VUMC’s decision that the results of a mandatory pre-employment background check are acceptable. This pre-employment background check is required by VUMC for all prospective faculty members. This will be performed at no expense to you, and the results will be reviewed only by those persons specified under VUMC’s policy governing pre-employment background testing for prospective faculty. Should you accept this offer of employment, you will be provided specific instructions on how to proceed with this mandatory background check. Failure to submit to this background check may result in rescission of your offer in accordance with applicable VUMC policies. |
| **Subject to Credentialing, Licensure, etc.** | ***Essential for those with clinical practice***  Your medical staff appointment cannot be finalized until all requirements for medical licensure, DEA registration and medical staff credentials and clinical privileges are fulfilled. This will require your timely completion and cooperation in processing the relevant forms and applications. It is expected that you will complete and submit all relevant forms not later than 120 days before beginning your faculty appointment and employment [must be consistent with the stated start date]. As a compensated faculty member who will provide patient care services, you must also be a member of the VMG, which requires you to enter into a member practice agreement. Your employment and your salary and benefits will not commence until these medical staff and VMG appointments have been made and all relevant licensure for practice has been completed. Your continued employment is subject to your maintaining and keeping current all licensure and DEA requirements and remaining eligible to participate as a Medicare provider. Should your clinical practice privileges be restricted or terminated as a result of a disciplinary process under the Medical Staff Bylaws, the Dean/CEO may elect to end your faculty appointment and employment by VUMC. |
| **Subject to Proof of Citizenship/Valid Immigration Status** | ***Essential for all faculty***  Prior to commencement of your employment, you will be required to provide proof of U.S. citizenship, permanent resident status, or documentation of a valid visa that permits your employment at VUMC. Maintenance of appropriate work authorization is required as a condition of your continued employment at VUMC. |
| **Job Description – Clinical** | ***Essential if clinical role, but may be condensed***  You are expected to perform clinical work as a component of your employment responsibilities. Your clinical responsibilities will include attending on the [specify inpatient service] for [specify expected yearly/monthly effort]. In addition, you will be responsible for outpatient service at the [specify practice area] for [expected effort]. You will also be expected to take call coverage on a schedule to be determined by the Department. Your mix of assigned professional duties is subject to modification over time at the discretion of the Department Chair/Clinical Service Chief.  Note: In lieu of detailed specification of expected allocation of work effort, can state that commitment and allocation of work effort shall be at the discretion of the Department Chair +/– Division Head and shall be subject to review and modification on a periodic basis. |
| **Job Description – Education and Teaching** | ***Essential for all, but may be condensed***  As a member of the Department of (specify), you will be expected to participate in the educational programs of the Department, which may include teaching service, training, preceptorship, mentoring, etc. |
| **Continuing Medical Education** | ***Essential for those with clinical privileges***  All members of the Departmental faculty who provide patient care services must also accumulate at least (specify) hours of continuing medical education credit each year for reappointment, which may increase at the discretion of the Department Chair. You must keep a record of CME hours and report them to the Department Chair as a condition of your employment and reappointment.  Note: There is a minimum 40 hour CME requirement over every two-year reappointment cycle for Tennessee medical licensure and VUMC Medical Staff appointment. Departments may specify additional CME requirements. |
| **Job Description – Research** | ***Essential if significant independent research effort, but may be condensed***  You will be responsible for developing and carrying out an acceptable program of research in the area of [specify field/area]. To assist in launching your research program, the Department will provide the following resources during the first [specify time frame] of your appointment: [specify resources Department will commit to provide for such period]. During this period of time, you will be expected to obtain and maintain grant or other sponsored research support sufficient to cover the direct and indirect costs of your research program during the [specify time frame in which faculty member is expected to cover research costs through grant/sponsored support]. Your reappointment, mix of professional activities, and/or compensation level will be subject to your ability to meet the Department’s requirements to obtain and maintain grant/sponsored research support to cover your research program costs. |
| **Job Description – Ancillary Appointment** | ***Essential for all***  Subject to approval of your faculty appointment as described above, you will be appointed to serve as [specify administrative role, medical director (state facility), etc.] You will serve in this role at the discretion of the Department Chair/Clinical Service Chief, the Dean/CEO, and/or hospital CEO, who may remove you from this position at any time with or without cause. Any compensation provided to you specifically for service in this administrative role may be withdrawn if you cease to serve in this appointed capacity. |
| **Compensation – Primary Faculty Role**  Note: Incentive structure must not take into account volume or value of referrals, and no payments are allowed for the purpose of reducing or limiting services (consult legal office for specific advice on these regulatory matters); total compensation must reflect fair market value for services rendered. | ***Essential for all; may use different language, but compensation must be addressed with specific, clear language***  In consideration of the satisfactory performance of your professional and other responsibilities and satisfactory discharge of your administrative duties, your annual base salary during the initial term of your faculty appointment will be [specify guaranteed minimum]. In addition, you will be eligible for supplemental income based upon your performance, in accordance with a methodology determined by the Department Chair. Among other criteria, this methodology will be determined in accordance with all applicable regulatory requirements. In no event shall compensation include any payment of Accounts Receivable upon or following your departure from the VMG or from Vanderbilt. Your compensation will be paid in accordance with standard Vanderbilt University Medical Center payroll procedures, and will be subject to all applicable withholdings.  Note: Must specify clearly any expectation for clinical revenue or grants/outside support to cover direct/indirect costs including salary, specified practice expenses, research/lab expenses, etc. Also, if a bonus is referenced, state explicitly that bonus does not increase base salary. Note that any bonus paid must be reasonable relative to the total compensation and the market and must be included as part of the total compensation for purposes of determining fair market value. |
| **Compensation – Ancillary Appointment** | ***Must include if there is an ancillary administrative appointment.***  You will be paid [specify] per year as compensation for your services as [administrative position/medical director]. Your compensation for this position may be reduced or eliminated if the Department Chair/Clinical Service Chief, the Dean/CEO, and/or hospital CEO determine that your services are reduced or no longer needed for this position. |
| **Compensation – Benefits**  Note: Include only for persons who will hold a full-time or full-status, partial-load appointment. | ***Essential, but may condense language, with reference to Faculty Manual and VU Benefits Office***  As an employed [full-time or full-status, partial-load] faculty member, you are eligible to participate in the VUMC benefits package. These benefits currently include health insurance, life insurance, accidental death and dismemberment insurance, and retirement benefits. VU provides a tuition benefit for college-bound dependents of full-status faculty. VU and VUMC retain the right to modify or rescind any portion of the benefits package in effect at any time. You will be eligible for benefits according to the terms of applicable plans as they may exist from time to time. If you have any benefits questions you wish to discuss while you are considering this offer, you may contact the VUMC Benefits Office for further information. |
| **Relocation Expenses** | ***Essential (either state what expenses Department will pay for or state explicitly that Department will not be responsible for relocation expenses of any kind.) These expenses must also be factored in as part of total compensation when determining fair market value.***  The Department will pay your reasonable, documented moving expenses up to a maximum of [specify dollar amount, customarily up to one month’s base salary]. You are expected to obtain estimates from movers, and accept the lowest reasonable bid. Copies of estimates and reasonably detailed invoices must be submitted to the Department in order to obtain reimbursement. [Alternatively, the Department may specify the mover to be used, and make any relevant statement about direct billing.] Relocation expenses must be reported as taxable income to you in accordance with applicable law. |
| **Liability Insurance** | ***Essential for those with clinical role***  Your professional liability coverage will be provided through the VUMC Office of Risk and Insurance Management during the term of your VUMC employment. If you have been engaged in medical practice for compensation outside of and/or subsequent to completing your formal training, you will be expected to provide, at no cost to VUMC, evidence of tail coverage acceptable to VUMC with regard to any medical practice activities over the past three years. |
| **Non-compete**  Notes: Only applicable to faculty members who are being hired independent of a practice purchase.  May consider omitting if the faculty appointment is at Instructor level for a one-year period of subspecialty training. | ***Essential for those with clinical role who will be billing clinicians/VMG members***  During the period of your employment, including this initial term appointment and all subsequent periods of faculty service and employment by VUMC, and for a period of two (2) years following any (i) early termination of such employment by you for convenience; (ii) any non-renewal of your continued employment by VUMC for cause; or (iii) early termination by VUMC for your breach, you will not, without the prior written consent of the Chair of the Department/Clinical Service Chief and the Chief Medical Officer of the VMG, practice medicine, maintain an office for the practice of medicine, or otherwise engage in any business or activity that competes, directly or indirectly, with the medical services in which VUMC engages within an area defined, at VUMC's sole discretion, to be comprised of Davidson County [or substitute another county, as applicable] or the portions of any other county within a ten (10) mile radius of your primary office location. |
| **Cost Recovery (in event of early resignation or termination)** | ***May be considered for all faculty***  In the event that you resign your faculty appointment or are terminated by VUMC before (specify period), you will be expected to repay VUMC for certain costs associated with your recruitment and the establishment of your clinical practice and/or research program. [Must specify in detail with clear delineation of any prorated schedule. Examples could include sign-on bonus, funds provided for purchase of home, relocation expenses, demonstrable expenses for practice and/or laboratory start up, etc.] |
| **Non-solicitation of Employees** | ***Essential for those with clinical role***  You hereby covenant and agree that you shall not, following any termination of your employment, for the duration of your faculty service and employment by VUMC, induce or attempt to influence any employee or independent contractor of VUMC or its affiliates to terminate his/her relationship with VUMC or its affiliates or to enter into an employment or other contractual relationship with you or an entity affiliated with you, or solicit any person or entity having a patient service contractual arrangement with VUMC or its affiliates for the purpose of soliciting any then current patients of VUMC or its affiliates. |
| **Non-interference** | ***Essential for those with clinical role***  You hereby covenant and agree that you shall not, following any termination of your employment, for the duration of your faculty service and employment by VUMC induce or attempt to influence any hospital or health care facility or physician, medical professional, or other individual with a referring relationship to VUMC or its affiliates to terminate such a relationship. |
| **Acceptance** | ***Essential for all***  The offer described in this letter is subject to and made in reliance on the accuracy and completeness of information you have provided regarding your prior education, training, and employment history [and (insert for those who will have clinical activity) medical staff history]. If you agree with the terms of this offer, please sign below and return the signed offer by (specify date). This offer is withdrawn and is no longer valid after that date. If you modify the terms of the offer, this will be considered a counteroffer that the Department may accept or decline in writing at its sole discretion. If you have any questions about the terms of this offer, please contact me as soon as possible. |
| **Acceptance Line for Signature** | ***Essential for all***  I accept this offer as outlined above and agree that it represents the entire agreement of the parties with respect to my employment and supercedes all prior agreements, whether written or oral:  [Signature] [Date] |

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