

Hiring VUMC Clinicians into the Medical Staff Category Professional Staff with Privileges

Following revisions to the VUMC Medical Staff Bylaws, the Vanderbilt Medical Group (VMG) Bylaws and the Vanderbilt University (VU) Faculty Manual, several different types of relationships now exist for persons granted clinical privileges under the medical staff category Professional Staff with Privileges (PSP). While historically, a faculty appointment was required to be a VMG member (billing clinician), this is no longer the case for members of the PSP. Thus, a VUMC-employed member of the PSP may (or may not) hold a VU faculty appointment and may (or may not) be a member of the VMG. The specific facts of each person's situation define the hiring practice to be followed.

Under the VUMC Medical Staff Bylaws, the categories of individuals eligible for membership as Professional Staff with Privileges are Optometrists (OD), Podiatrists (DPM), Clinical Psychologists (PhD), Physician Assistants (PA), and Advance Practice Registered Nurses (APRN). The APRN group includes: Certified Registered Nurse Anesthetists (CRNA), Certified Nurse Midwives (CNM), and Certified Nurse Practitioners (CNP). Note that PSP is not a job description, nor is it indicative of faculty/staff status, training, degree, licensure, VMG member status, or clinical role.

Hiring procedures for persons into a PSP position are determined by whether the new hire will be a faculty member, a VMG member, both faculty and VMG, or neither of these.

For persons being hired as a School of Medicine **faculty** member or a **VMG** member (**or both**) into a PSP position, the hiring process originates within one of the School of Medicine academic clinical departments (or within a clinical practice administered by the School of Nursing) and the offer letter containing the terms of employment is issued by the department. A new hire who will hold a **faculty** appointment (regardless of VMG member status) should be hired under the process established for faculty. A proposal for a new **staff** PSP hire who will not hold a faculty appointment but who **will be a VMG** member must submit a Position Approval Request (PAR, example attached) to the VUMC Chief of Clinical Staff (Dr. Raiford) for approval. Once this approval is granted, recruitment may commence. The offer letter for such a candidate must use a template approved by the VUMC Chief of Clinical Staff (example attached) before being presented by the academic clinical department to the candidate. Established collaborations by the department with HR/CAPNA/hospital leadership should continue so as to accomplish the administrative tasks related to the new hire, credentialing, orientation, etc.

For a person being hired as a **staff** PSP member who **will not be a VMG member**, the process should follow the usual staff hiring process for position approval and offer of employment. The offer letter for such persons should be presented by VUMC Human Resources to the candidate.

Position Approval Request (PAR) - Academic Departments/Centers and Medical Center Administration

Home Department Number:

Position Title & Job Code (current):

Position number - indicate all 8 digits

FTE of position:

TempForce requests - indicate duration of need for temp position (months)

Reclassification/New position: proposed title & job code:

Reclassification only: indicate incumbent's name (if position
is vacant, enter date the position was vacated)

- 1) I agree that this action is essential for business needs and have confirmed that funds are available to fully support the position for at least year(s)

External support (circle all that apply): Grant /contract/ VA IPA/ gift/ endowment/ residual pharma/ VU funded/ other	<input type="text"/>	%
APS commitment to (list name):	<input type="text"/>	%
Core facility funds	<input type="text"/>	%
Institutional, non APS (104/108)	<input type="text"/>	%
Institutional, department-based, non-Core facility (304/305)	<input type="text"/>	%
Institutional, hospital/clinic-based (201/303/etc)	<input type="text"/>	%
Other Institutional (describe):	<input type="text"/>	%
Total		0.00 %

- 2) If funding includes support from other operating units, I have documented authorization for those center numbers from the appropriate business officer. Yes/No/Not applicable

Signature, Chief Business Officer for Department

Date

Printed/Typed Name, Chief Business Officer

Vanderbilt University Medical Center
APPROVED

Department Name

APR X X 2019

David S. Raiford, M.D.
Chief of Clinical Staff

- 3) Comments/Justifications (include funding source center #(s) & name)

[Offer Letter Template for Non-Faculty, VMG Member, Professional Staff with Privileges – Do not use for candidates who will have a faculty appointment, or for physicians or dentists. Delete this text when preparing letter. Approved version - 03/09/18]

[Insert Date]

[Insert Candidate Name]

[Insert Address]

Dear *[Insert Salutation]*,

It is a pleasure to offer you a full-time *[or part-time]* position as a(n) *[insert role – APRN (specify type), optometrist, PA, podiatrist or clinical psychologist]* at Vanderbilt University Medical Center effective *[insert date]*. This letter sets forth the terms which we have agreed will govern your employment by Vanderbilt University Medical Center (VUMC).

Nothing in this letter is intended to override the terms of your employment as established by the Bylaws of the Vanderbilt Medical Group (VMG), the VMG Member Participation Agreement, or the Medical Staff Bylaws of VUMC as a member of the Professional Staff with Privileges. Your acceptance of this offer will affirm that you have reviewed and agree to be bound by these and other relevant documents or VUMC policies including, but not limited to, the Policy on Conflict of Interest and Commitment, the Standards of Conduct, the Policy on Technology, and all relevant Compliance policies.

Clinical Responsibilities

You will serve as a billing clinician in the *[insert relevant clinical program]* service at VUMC. All clinical employees are expected to perform clinical work as a component of their employment responsibilities. Responsibilities will be based on the needs of the service. You will report directly to *[insert name and role of authority figure]*. Your clinical responsibilities may be adjusted at the discretion of the appropriate clinical leader and if the needs of the clinical service change in the future.

Your work hours will be determined to meet the needs of the service, and you may need to work additional hours from time to time depending on the needs of the service and to provide balance of effort amongst service lines. We will negotiate these time commitments from time to time so that your clinical load remains appropriate. *[Insert if applicable: You may also be expected to provide professional services at VMG clinical care sites away from the main campus in support of our expanded outreach mission.]*

As an employed billing clinician, you will be expected to share equally in weekend and holiday coverage as outlined by the service's Leadership and group practice guidelines. In addition to clinical shifts, you will also be expected to take an equitable number of on call shifts to provide coverage when needed. You will be expected to follow the outlined practice guidelines for these shifts.

Credentialing, Licensure, and Background Checks

Your appointment as a member of the Professional Staff with Privileges and employment by VUMC cannot be finalized until all requirements for Tennessee licensure, DEA registration, and required documentation for credentials and clinical privileges are fulfilled. This will require your timely completion and cooperation in processing the relevant forms and applications. The credentialing packet will require your immediate attention. You are required to maintain appropriate credentials and licensure while you are employed by VUMC. Your failure to do so may result in termination of your employment by VUMC.

As an employed member of the VUMC Professional Staff with Privileges who will bill professional fees for patient care services, you must also be a member of the VMG, which requires you to enter into a professional practice/participation agreement. You shall not engage in any professional activities in the care of patients except in accordance with the standards and conditions set forth in the Bylaws of the VMG and/or as established by the Board of Directors of the VMG and as compliant with the Policy on Conflict of Interest and Commitment. Your employment and your salary and benefits *[delete reference to benefits if part-time and ineligible]* will not commence until these medical staff and VMG appointments have been made and all relevant licensure for practice has been verified and 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.

Prior to commencement of your employment, you will be required to provide proof of your eligibility and authorization to work in the U.S. and for VUMC. Maintenance of appropriate work authorization is required as a condition of your continued employment at VUMC.

Further, your employment by VUMC 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. 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.

Should your clinical practice privileges be restricted or terminated as a result of a disciplinary process under the Medical Staff Bylaws or other VUMC policy, VUMC may elect to end your employment.

Immunization and Screening

To ensure patient safety, VUMC employees must meet immunization and screening requirements set forth in VUMC 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 (<https://www.vumc.org/health-wellness/all-aboard>). 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, unless exempted.

Professional Development Funds

We will provide you *[\$ insert amount]* of professional development funds annually per your position to support appropriate purchases related to professional growth and development. This amount is budgeted and approved annually and is awarded depending upon available funds. The funds are to be used for direct payment or reimbursement of qualified expenses per policy.

Compensation

In consideration of the satisfactory performance of your professional responsibilities, your annual base salary will be *[\$ insert amount]*. Your compensation will be paid in accordance with standard VUMC payroll procedures and will be subject to all applicable withholdings. Any applicable supplemental pay for which you may be eligible will be provided to you under the compensation plan defined by your clinical service as applicable to VMG participating members. All reimbursement and fees for professional patient care services you render shall be endorsed over to and shall be the property of VUMC as outlined in the VMG Bylaws and your VMG participation agreement.

Benefits, Leave and Administrative Provisions

As a full-time VUMC employee, you are eligible to participate in the VUMC benefits package that is outlined on the VUMC Benefits website at <https://hr.mc.vanderbilt.edu/benefits>. VUMC retains the right to modify or rescind any portion of the benefits package in effect at any time. You will be eligible for VUMC benefits according to the terms of applicable plans as they may exist from time to time. *[Delete this paragraph for part-time employees who are not benefits eligible.]*

Requests for time-off must be submitted in accordance with VUMC and clinical service policies. Good faith attempts will be made to provide you with your requested time away. The duration of time away or the timing may need to be modified depending on prevailing clinical circumstances. Leadership reserves the right to decline specific requests for time-off based on coverage of clinical duties, depending on circumstances. 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.

Professional Liability Coverage

Your professional liability coverage will be provided through the VUMC Office of Risk and Insurance Management during your VUMC employment. If you have been engaged in clinical 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-solicitation of Employees

You hereby covenant and agree that you shall not, during your employment by VUMC and for a period of two years following any termination of your employment, induce or attempt to influence any employee or independent contractor of VUMC or its affiliates to terminate his/her relationship with VUMC or its subsidiaries or 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

You hereby covenant and agree that you shall not, during your employment by VUMC and for a period of two years following any termination of your employment, 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.

Employment at-will

Nothing in this offer of employment document, nor any terms herein or incorporated herein by reference, alter your status as an employee at-will.

Notice of Resignation

In the event you elect not to continue your employment for any reason, you are requested to provide written notice not later than 4 months before the date upon which your employment will conclude. A shorter period following receipt of notice of resignation to last date of service may be determined appropriate as discussed between you and VUMC.

Acceptance

We hope you accept this offer and become a valuable member of the *[insert clinical service or program]*, supporting our mission of excellence in clinical care, education, scholarship, research and professional service. 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, employment history, and clinical privileges at other institutions. If you agree with the terms of this offer, please sign below and return the signed offer by *[insert 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 VUMC may accept or decline in writing at its sole discretion. If you have any questions about the terms of this offer, please contact us as soon as possible.

Sincerely,

VUMC Chief of Clinical Service
or SON Nursing Leader

Date

I accept this offer as outlined above and agree that it represents the entire agreement of the parties with respect to my employment and supersedes all prior agreements, whether written or oral.

Signature

Date