**\*\*Letters of offer must be reviewed by the College of Medicine’s Administrative Affairs Division and subsequently signed by the Dean prior to the letter of offer being forwarded to a prospective faculty member.\*\***

**The following information should be included in faculty letters of offer.**

***Department, Title/Track, Position, Job Code, FTE and Begin Date***

*List the professional rank plus any administrative position (Dean, Chairman, Director, etc.) being offered.*

***For tenure track****, use the following template for the first paragraph:*

We are pleased to offer you an appointment as a/an (title-i.e., Assistant Professor) of \_\_\_\_\_\_\_\_\_\_ (Department) (Job Code\_\_\_\_\_\_\_\_, Position Number \_\_\_\_\_\_\_\_\_). This is a (full or part-time), \_\_\_ FTE, 12-month faculty appointment on the tenure track beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 *\*The following UF titles are appropriate for tenure track faculty:*

 *Assistant Professor*

 *Associate Professor*

 *Professor*

\*\*\* For foreign nationals who are applying for a visa, the title in the offer must match the title that will be given in our payroll system. Include the administrative title as it will show up in the system if applicable.

***For multi-mission track****, use the following template for the first paragraph:*

We are pleased to offer you an appointment as a/an (i.e., Assistant Professor) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Department) (Job Code\_\_\_\_\_\_, Position Number \_\_\_\_\_\_\_\_\_\_). This is a (full or part-time), \_\_\_ FTE, 12-month faculty appointment on the multi-mission, (clinical or research) track beginning \_\_\_\_\_\_\_\_\_\_\_\_.

 *\*The following UF titles are eligible for the multi-mission track:*

 *Clinical Assistant Professor*

 *Clinical Associate Professor*

 *Clinical Professor*

 *Research Assistant Professor*

 *Research Associate Professor*

 *Research Professor*

\*\*It is the practice of the College of Medicine that faculty in the multi-mission track are not required to use the University designated modifier (e.g. “clinical” or “research”) in their professional correspondence.

\*\*\* For foreign nationals who are applying for a visa, the title in the offer must match the title that will be given in our payroll system. (i.e., instead of… appointment as Assistant Professor, clinical track, should be Clinical Assistant Professor). Include the administrative title as it will show up in the system if applicable.

***For single mission track****, use the following template for the first paragraph:*

We are pleased to offer you an appointment as a/an (title-i.e., Lecturer) with the College of Medicine’s Department of \_\_\_\_\_\_\_\_\_\_ (Job Code\_\_\_\_\_\_, Position Number \_\_\_\_\_\_\_\_\_\_\_\_). This is a (full or part-time), \_\_\_ FTE, 12-month faculty appointment on the single-mission track beginning \_\_\_\_\_\_\_\_\_\_\_.

 *\*The following UF titles are only eligible for the single-mission track:*

 *Assistant Scientist*

 *Associate Scientist*

 *Scientist*

 *Lecturer*

 *Sr. Lecturer*

 *Master Lecturer*

\*\*\* For foreign nationals who are applying for a visa, the title in the offer must match the title that will be given in our payroll system. Include the administrative title as it will show up in the system if applicable.

*For VA assigned faculty, add the following statement to the first paragraph also:*

In addition to your UF appointment, you are being appointed on a (full-time or part-time) basis, 0.\_\_ FTE (\_/\_ths) with the North Florida/ South Georgia Veterans Health System (VA). You are expected to comply with VA rules and regulations and you are subject to the same policies and procedures applicable to any VA employee. Should your appointment with the VA end for any reason, the University of Florida is under no obligation to offer you any additional FTE, appointment or assignment to replace the VA appointment. Also, as a jointly-appointed COM/VA faculty member, you are subject to the College of Medicine policy titled, “UF College of Medicine Faculty with VA Assignments Compensation, Leave and COM Fringe Benefits Eligibility Policy,” a copy of which is enclosed.

*Example for first paragraph Faculty Hire with VA Assignment:* We are pleased to offer you an appointment as an Assistant Professor with the Department of Medicine’s Division of Cardiovascular Medicine at the University of Florida’s College of Medicine (Job Code 000791, Position Number 00012345). This is a part-time, 0.20 FTE, 12-month faculty appointment on the multi-mission, clinical track beginning October 1, 2014. In addition to your UF appointment, you are being appointed on a part-time basis, 0.75 FTE (6/8ths) with the North Florida/South Georgia Veterans Health System (VA). You are expected to comply with VA rules and regulations and you are subject to the same policies and procedures applicable to any VA employee. Should your appointment with the VA should end for any reason, the University of Florida is under no obligation to offer you any additional FTE, appointment or assignment to replace the VA appointment. Also, as a jointly-appointed COM/VA faculty member, you are subject to the College of Medicine policy titled, “UF College of Medicine Faculty with VA Assignments Compensation, Leave and COM Fringe Benefits Eligibility Policy,” a copy of which is enclosed.

*\*\*\*Additional information regarding which track is appropriate can be found in the tenure and promotion guidelines at* [*http://facultyaffairs.med.ufl.edu/faculty-resources/tenure-promotion/tenure-and-promotion.*](http://facultyaffairs.med.ufl.edu/faculty-resources/tenure-promotion/tenure-and-promotion)

*\*\*\*\*If the primary appointment is in a non-academic department/center, you must also list the academic department that will be assigned for promotion/tenure purposes. Include signature block for chair of academic department.*

***Employment Period***

*For tenure track faculty, use the following statement:* Your appointment is subject to an annual renewal effective July 1st in accordance with University of Florida Regulations UF-7.003 and UF-7.004, copies of which are enclosed, based on your effectiveness in the performance of your assigned duties and responsibilities, the needs of the (**Department**), and financial considerations.

*For single and multi-mission appointments, you may use the statement above which will give the faculty a contract which is automatically renewed each July 1st or you may use the following if you intend for the appointment to be for a limited period of time:* Your appointment with the (**Department**) will be for the period (**begin date**) through (**end date**). Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required. \*

*\*Note the following for time limited clause:*

*1. The initial offer can be for one year or less.*

*2. If the “no further notice” statement is used in the initial letter of offer, subsequent letters of offer/reappointment must be completed on an annual basis for this provision to continue. If subsequent letters are not issued, the contract defaults to annual renewal effective July 1st of each year.*

*3. This provision can only be used up to five years.*

*4. A faculty member is not subject to the non-renewal provision while appointed to a “term”. Faculty may only be terminated for cause during the appointment term.*

***Salary and administrative salary supplement when appropriate***

*The faculty member’s annual salary should be described in the letter of offer as follows:*

Your initial annual salary will be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*For faculty who are paid a portion of their initial annual salary directly from the VA, please use the following language:* Your initial combined total annual salary will be $\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_ UF and $\_\_\_\_\_ VA). You are being appointed as part of the VA/Deans Agreement and, as such, the UF and VA salary components of your total salary are subject to the policies and regulations of each respective employer.

*For faculty whose salary includes an administrative supplement, the annual salary should be described as follows:*

Your initial annual salary will be $\_\_\_\_\_\_\_\_, which includes an administrative supplement of $\_\_\_\_\_ for your role as \_\_\_\_\_\_\_\_\_\_\_\_\_. Should you step down or be removed as \_\_\_\_\_\_\_, the associated administrative supplement will end.

***Compensation Plan***

*All faculty participate in the College of Medicine’s faculty compensation plan except OPS faculty, Emeritus Faculty, Postdoctoral Associates, Research Associates, ARNP’s and PA’s, faculty appointed with a visiting modifier, and faculty specifically exempted by the Dean.*

*Please include the following statements in all letters not exempted from the plan:*

Faculty members of the University of Florida’s College of Medicine are covered by a faculty compensation plan, a copy of which is enclosed. Subsequent annual salary increases and any applicable incentive payments will be based on your performance, the University of Florida’s salary increase guidelines, and the College of Medicine’s faculty compensation plan. The College of Medicine retains the right to modify any portion of the faculty compensation plan.

***Tenure Status***

*All letters of offer for full-time and part-time faculty must have a tenure statement indicating the status of the position (tenured, non-tenure accruing or tenure-accruing).*

*For tenure track faculty, include the following statements:*

Your appointment as (**title**) with the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ is to a tenure-accruing position. College of Medicine faculty are granted tenure and are promoted pursuant to the college’s tenure and promotion guidelines, which are available on the College of Medicine’s website at: http://facultyaffairs.med.ufl.edu/faculty-resources/tenure-promotion/tenure-and-promotion. The maximum probationary period for tenure in the College of Medicine is ten years. As such, a tenure-accruing faculty member must request to be nominated for tenure by the beginning of the last year of the tenure probationary period (July 1st). However, the timing of tenure nomination occurs when the faculty member’s record is ready based on a determination made by the faculty member in consultation with his/her department chair. In most cases, tenure will be awarded before the end of the 10-year maximum probationary period. No tenure accruing time shall be accrued during a leave of absence without pay or a reduced FTE appointment, except as agreed to in writing by the Office of Academic Affairs and the faculty member at the time of approval of the leave or FTE reduction.

***For tenure upon hire:*** *If requesting approval to hire a faculty member with tenure at the time of the initial appointment, approval of the Dean, the Senior Vice President for Health Affairs and the UF President must be obtained before the position may be offered to the prospective employee. Complete the Request for Tenure upon Appointment form; attach curriculum vitae, three letters of recommendation, and any recent teaching evaluations. Prior to receiving Board of Trustee’s approval, please preface any reference to tenure in the letter of offer with the introductory clause,* Pending an affirmative vote of the tenured faculty of the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the University of Florida President has approved a request that you be awarded tenure at the time of your appointment. Accordingly, upon your acceptance of this offer of employment, you will be recommended for tenure to the University of Florida Board of Trustees and, if approved by the Board of Trustees, you will be awarded tenure.

*For non-tenure track faculty (those who are on multi-mission or single mission tracks), include the following statement:*

Your appointment is to a non-tenure accruing position. College of Medicine faculty are promoted pursuant to the college’s tenure and promotion guidelines, which are available on the College of Medicine’s website at: [http://facultyaffairs.med.ufl.edu/faculty-resources/tenure-promotion/tenure-and-promotion.](http://facultyaffairs.med.ufl.edu/faculty-resources/tenure-promotion/tenure-and-promotion)

***Duties & Responsibilities***

*This area should be used to describe the assigned duties and responsibilities of the employee. Effort percentages should be listed for each of the following categories: clinical, research, service and teaching. Please note that duties should equal 100%.*

***Moving Expenses***

The Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_will defray all reasonable relocation expenses up to $\_\_\_\_\_\_\_\_ associated with the moving of your household goods from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to Gainesville, Florida. The University of Florida follows federal guidelines regarding household moves (IRS Publication 521), as well as limiting moving expenses to the cost of packing, shipping and storage of household goods. The University of Florida has a process for such moves, and a representative from the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be assigned to provide assistance to you with this process.

***Signatures:***

*Letter should be signed by the chair of the department and the Dean.*

*Letter must include a signed acceptance for the employee. Include the following statement at the bottom of the letter, including a line for the employee to sign acceptance of the position*: I understand and accept the conditions of this letter of offer.

**Enclosures:** University of Florida Regulation UF-7.003

University of Florida Regulation UF-7.004

 University of Florida Regulation UF-7.010

 College of Medicine Faculty Compensation Plan (when applicable)

 Risk Assessment for Animal Contact Form (when applicable)

 Pre-Placement Screening Medical Review Form (when applicable)

UF College of Medicine Faculty with VA Assignments Compensation, Leave and COM Fringe Benefits Eligibility Policy (when applicable)

***Welcome Center***

To prepare you for beginning employment with the University of Florida, please review the Welcome Center website at <http://hr.ufl.edu/welcome/> and the Faculty Handbook at <http://handbook.aa.ufl.edu/>, both of which include helpful information for new employees.

***Employment Conditions***

As a University of Florida faculty member, you should be aware of certain conditions associated with your employment as listed below. The state of Florida and the University of Florida retain the right to modify or rescind any regulation governing the conditions of your employment.

***Performance and Personnel Decisions***

In accordance with University of Florida Regulation UF-7.010, a copy of which is enclosed, you will be evaluated in writing at least once annually by (**supervisor**) based on an assessment of your total performance in fulfilling your duties and responsibilities to the College of Medicine and to the University of Florida.

In making personnel decisions, the university will consider such criteria as your total value to the university and of your potential for the future as evidenced by your record; your fulfillment of your assigned duties and responsibilities; a broad scale evaluation of your fitness to fulfill effectively the responsibilities attendant to membership in the university community; and your understanding of the concepts of academic freedom and academic responsibility and their close relationship.

***Outside Activity and Conflict of Interest***

As a condition of your employment, you are required to follow the University of Florida’s guidelines, policies, and procedures regarding conflict of interest and outside activities, including financial interests. Disclosure of such activities is required prior to engaging in new outside activities or receiving new financial interests, as well as whenever there are changes in outside activities and financial interests that previously have been approved. If you propose to engage in any outside activity or have a potential conflict of interest, you must disclose and receive approval from the College of Medicine prior to engaging in such activities using the College of Medicine’s electronic outside activity disclosure tool, eCOI (<https://report.coi.med.ufl.edu/researcher/welcome>). Such notification must be done annually by July 1st for each subsequent year for as long as you continue to engage in such activity or have such conflict of interest. Information regarding the College of Medicine’s conflict of interest program is available at <http://coi.med.ufl.edu/>.

***Intellectual Property***

As a condition of your employment, you are required to follow the University of Florida’s Intellectual Property

Policy, which is available at: <http://research.ufl.edu/otl/IP.html>.

***Health/Risk Assessment***

THE APPROPRIATE STATEMENT LISTED BELOW SHOULD BE INCLUDED IN ALL LETTERS OF OFFER FOR FACULTY WHOSE JOB DUTIES INCLUDE PATIENT CONTACT, ANIMAL CONTACT, OR EXPOSURE TO BLOOD BORNE PATHOGENS.

***For those with patient and blood contact:***

New faculty members of the College of Medicine whose job duties involve patient care are required to participate in a confidential preplacement health screening program administered by the University of Florida’s Occupational Medicine Program. Participation in this program will minimize any occupational risk to you and will ensure that you can safely perform the essential functions of your new position. Upon your arrival at the university, an appointment will be made for you to visit with a representative of the Occupational Medicine Program who will review your medical history and conduct this assessment. Please complete the enclosed “Preplacement Screening Patient Contact” form and bring it with you to your risk assessment appointment. Your medical history information will be kept confidential and will not be shared with the College of Medicine or with the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Also, new faculty members whose job duties involve contact with human blood or OPIM are required to be trained by the University of Florida regarding the risks associated with working with human blood and other potentially infectious materials. This training will occur following your arrival at the University of Florida.

***For those with patient, blood and animal contact:***

New faculty members of the College of Medicine whose job duties involve patient care and animal contact are required to participate in a confidential preplacement health screening program administered by the University of Florida’s Occupational Medicine Program. Participation in this program will minimize any occupational risk to you and will ensure that you can safely perform the essential functions of your new position. Upon your arrival at the university, an appointment will be made for you to visit with a representative of the Occupational Medicine Program who will review your medical history and conduct these assessments. Please complete the enclosed “Preplacement Screening Patient Contact” form and the “Risk Assessment for Animal Contact” form and bring them with you to your risk assessment appointment. Your medical history information will be kept confidential and will not be shared with the College of Medicine or with the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Also, new faculty members whose job duties involve contact with human blood or OPIM are required to be trained by the University of Florida regarding the risks associated with working with human blood and other potentially infectious materials. This training will occur following your arrival at the University of Florida.

***For those with animal contact only:***

New faculty members of the College of Medicine whose job duties involve animal contact are required to participate in a risk assessment conducted by the University of Florida’s Occupational Medicine Program. Participation in this program will minimize any occupational risk to you and will ensure that you can safely perform the essential functions of your new position. Upon your arrival at the university, an appointment will be made for you to visit with a representative of the Occupational Medicine Program who will review your medical history and conduct this assessment. Please complete the enclosed “Risk Assessment for Animal Contact” form and bring it with you to your risk assessment appointment. Your medical history information will be kept confidential and will not be shared with the College of Medicine or with the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

***For those with blood contact only:***

New faculty members whose job duties involve contact with human blood or OPIM are required to be trained by the University of Florida regarding the risks associated with working with human blood and other potentially infectious materials. This training will occur following your arrival at the University of Florida.

*\* Forms associated with the health/risk assessments are available on the Occupational Medicine Website. The appropriate forms should be attached to the letter of offer.*

***Federal Healthcare Programs***

As a condition of your employment, you must remain eligible to participate in Federal healthcare programs or in Federal procurement or non-procurement programs. If you are at any time excluded, debarred or otherwise declared ineligible to participate in Federal healthcare programs (other than through the College of Medicine approved “private contracting” arrangement) or in Federal procurement or non-procurement programs, or are convicted of a criminal offense related to the provision of healthcare items or services, this offer may be revoked or your employment with the University of Florida may be terminated immediately.

***Direct Deposit Program***

All new employees of the University of Florida are required to participate in the direct deposit payroll program for the deposit of their biweekly paychecks. A direct deposit form will be provided to you during your payroll sign-up appointment.

***Vacation Leave/Sick Leave***

Faculty assigned full-time to the University of Florida earn 6.769 hours of vacation leave and 4.0 hours of sick leave on a biweekly basis. Leave is accrued on a pro-rated basis equivalent to hours paid in a biweekly pay period. Vacation leave may be taken after approval by (**supervisor**). In addition, you will receive ten paid holidays each year, as well as four personal leave days to be used between December 26th and December 31st. The four personal leave days are credited to faculty members on December 2nd of each year. If you are considered “essential” personnel and you are required to work during these four days, you may use the four personal leave days in any increment from December 2nd through June 30th of the current fiscal year.

***HIPAA Privacy***

All University of Florida Health Science Center employees are required to sign a statement agreeing to maintain the confidentiality of protected health information, as well as complete specialized training regarding privacy and security. You also will be required to complete principal investigator training. Arrangements will be made to assist you with accessing these on-line training programs following your arrival at the university. This training must be completed within five to ten days following your date of hire. All Health Science Center employees are required annually to sign the confidentiality statement and to complete the on-line privacy and security training, as well as the principal investigator training for as long as you continue to be employed by the University of Florida.

*\*References to principal investigator training should be omitted when not applicable.*

***Retirement Contributions***

*\*\*\*\*\*For faculty with clinical responsibilities, do not use this retirement statement. Instead, use the retirement contributions statement in the section for clinical faculty.*

College of Medicine faculty are compulsory participants in the State University System Optional Retirement Program (ORP). The ORP is a defined contribution plan that provides full and immediate vesting of all contributions submitted to participating companies on behalf of the employee. The retirement contribution rate is comprised of an employer contribution rate and a mandatory employee contribution rate. You also are permitted to make additional, voluntary contributions by salary reduction of an amount not to exceed annual IRS limits. All contributions from the employer and the employee are invested with a company or companies selected by the employee from an approved list to create a fund to provide benefits at retirement.

Enrollment in the ORP is complete when the proper enrollment forms have been submitted to the state of Florida’s Division of Retirement and a contract has been issued by an ORP provider company. Information regarding the ORP is available at:

<http://hr.ufl.edu/benefits/retirement/state-of-florida-plans/state-university-system-optional-retirement-program-orp/>.

For all new employees, no retirement contributions will be made by the University of Florida on annual compensation that exceeds limits established by federal law, currently $265,000. \*Please update the amount to $270K for those with start dates of 7/1/17 or later.

***Employment Eligibility***

This offer and your active employment status are contingent upon your eligibility to work under the provisions of all applicable immigration laws and regulations including the Immigration Reform and Control Act of 1986, as amended, and your providing the necessary documents to establish identity and employment eligibility to satisfactorily complete U.S. Citizenship and Immigration Services’ Form I-9. As a federal contractor, the University of Florida also participates in E-Verify, the federal on-line verification system. To comply with these requirements, on or before your first day of employment, you must complete Section 1 of Form I-9. Additionally, you must present documents that verify your identity and work authorization within the first three business days of your start date. Should you fail to provide the appropriate documentation by the end of the third business day as required by law; your appointment will be terminated until you can provide such documentation.

A list of acceptable documents to establish identity and employment eligibility can be found online at <http://www.uscis.gov/i-9-central/acceptable-documents/acceptable-documents>.

*If the new faculty member is being employed on a visa, please include the following paragraphs:*

As a foreign national holding an employer sponsored immigration status, the University of Florida (EIN#59-6002052), as your employer, is provided authority by immigration laws to request employment authorization on your behalf. The University, however, cannot guarantee that employment authorization or visas will be granted and assumes no responsibility if any request is denied, delayed or conditioned. All such determinations rest with USCIS and the DOS, respectively, and are beyond the scope of the University’s authority. All employees bear a continuing responsibility throughout their employment to maintain their eligibility to work in the U.S. and at the University in the position to which they are assigned. The University cannot pay a wage to any person not lawfully authorized to work regardless of the cause. Failure to timely receive or maintain authorization to be employed in the U.S. at the University in the relevant position shall automatically terminate your employment status at the University.

This offer of employment is conditioned upon the University being able to obtain employment authorization for you based on the terms and conditions set forth in this offer.  Should the University not be able to secure approval of your employment authorization on the terms and conditions set forth on this offer, this offer will be considered null and void.

You will report to (supervisor’s name and title) who can be reached at (phone number). You are expected to work \_\_ hours per week in this role.

*If the new faculty member is being employed on an H1B, E3, TN or O1 visa, you should also include the following paragraph in the offer* Although this contract is renewable on an annual basis, there is reasonable expectation that your employment period will continue on a year to year basis and, therefore, (list visa type) status sponsorship is being requested for a period of \_\_\_ year(s), mm/dd/yyyy to mm/dd/yyyy.

***Fringe Benefits***

*\*\*\*\*\*For faculty with clinical responsibilities, do not use this fringe benefits statement. Instead, use the “clinical fringe benefits statement.”*

As a University of Florida employee, you are eligible to participate in the fringe benefit programs sponsored

By the State of Florida and the University of Florida. A summary of these fringe benefit programs is enclosed in the “New Employee Guide.” Enrollment in these insurance programs is not automatic; you must enroll within 60 days of your date of hire to be covered. Subsequent enrollment in many of these insurance programs will be available only during the annual open enrollment period, which generally is held in the fall of each year. Most of these insurance programs have an insurance effective date the first of the month following your enrollment date. Should you be interested in enrolling in any of the state of Florida or University of Florida fringe benefit programs, an enrollment appointment will be made for you.

The state of Florida and the University of Florida retain the right to modify or rescind any portion of its fringe benefits packages at any time. You will be eligible for benefits according to the terms of applicable plans as they may exist from time to time.

*\*\*For Ph.D. and other Non-M.D. Doctoral degreed faculty in basic science or clinical departments you should also include the following:*

You also will be eligible to participate in the College of Medicine’s long-term disability insurance plan for which the premium is employer-paid. Information regarding the College of Medicine’s long-term disability plan is available at <http://adminaffairs.med.ufl.edu/fringe-benefits/basic-science-faculty/>.

***Background Check***

This offer of employment is contingent upon completion of a successful pre-employment screening which includes a review of criminal records, reference checks, and verification of education. In conjunction with the verification of your education, an official copy of the transcript of your highest degree must be submitted prior to the start date of your employment. The official transcript must be delivered in a sealed envelope to (**dept**), or emailed directly from the institution to (**dept/email**). A transcript will not be considered official if a designation of “issued to student” is visible on the documentation.

***Resignation Notice Requirement***

*(For all faculty except those with a primary assignment to Sacred Heart, Munroe Regional, Halifax Medical Center or Orlando Health)*

As a College of Medicine faculty member, you are subject to the college’s minimum resignation notice requirement policy, which requires a faculty member to provide a minimum notice of at least four months prior to resignation or retirement.

***Choice of Law***

During the term of your employment, both you and the University of Florida are subject to the constitution and laws of the state of Florida, and the rules, regulations and policies of the Florida Board of Governors and the University of Florida Board of Trustees, including the College of Medicine’s Faculty Compensation Plan.

***Clinical Faculty – Letters of offer to faculty with clinical responsibilities should also include the following:***

***Clinical Faculty Retirement Contributions***

College of Medicine clinical faculty members are compulsory participants in the State University System Optional Retirement Program (ORP) and the University of Florida-sponsored Academic Enrichment Fund 403(b) retirement program (AEF). Both retirement programs are defined contribution plans that provide full and immediate vesting of all contributions submitted to participating companies on behalf of the employee. The retirement contribution rate is comprised of an employer contribution rate and a mandatory employee contribution rate. You also are permitted to make additional, voluntary contributions by salary reduction of an amount not to exceed annual IRS limits. All contributions from the employer and the employee are invested with a company or companies selected by the employee from an approved list to create a fund to provide benefits at retirement.

Enrollment in the ORP and the AEF retirement programs is complete when the proper enrollment forms have been submitted and contracts have been issued by an ORP provider company and an AEF provider company. Contributions for both retirement programs are made through biweekly payroll deductions.

For all new employees, no retirement contributions will be made by the University of Florida on annual compensation that exceeds limits established by federal law, currently $265,000. (For faculty with a begin date of 7/1/17 or later, please use the maximum limit of $270,000).

Information regarding the ORP is available at:

<http://hr.ufl.edu/benefits/retirement/state-of-florida-plans/state-university-system-optional-retirement-program-orp/>.

Information regarding the AEF retirement program is available at: <http://adminaffairs.med.ufl.edu/fringe-benefits/faculty-benefits/college-of-medicine-retirement-plans/faculty-403b-retirement-plans/>.

***Clinical Fringe Benefits***

The College of Medicine provides its clinical faculty members a broad and comprehensive employer-paid fringe benefit program consisting of health insurance, long-term disability coverage and life insurance. A summary of these programs is enclosed. The College of Medicine’s fringe benefit programs are effective the first date of your employment. A representative from the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will assist you with making arrangements to complete the necessary enrollment documents for the College of Medicine-sponsored plans, as well as completing the required payroll forms and other administrative documents.

As a University of Florida employee, you are also eligible to participate in the fringe benefit programs sponsored by state of Florida and the University of Florida. A summary of these fringe benefit programs is enclosed in the “New Employee Guide.” Enrollment in these insurance programs is not automatic; you must enroll within 60 days of your date of hire to be covered. Subsequent enrollment in many of these insurance programs will be available only during the annual open enrollment period, which generally is held in the fall of each year. Most of these insurance programs have an insurance effective date the first of the month following your enrollment date. Should you be interested in enrolling in any of the state of Florida or University of Florida fringe benefit programs, an enrollment appointment will be made for you.

The College of Medicine, the State of Florida and the University of Florida retain the right to modify or rescind any portion of its fringe benefits packages at any time. You will be eligible for benefits according to the terms of applicable plans.

***Patient Records***

The University of Florida will be the owner of all medical or patient records generated by the practitioner.

*For clinical faculty members with a VA assignment:* The University of Florida will be the owner of all medical or patient records generated by the practitioner, except those generated by the VA.

***Licensure/Privileges***

Your effective date of employment is contingent upon your receipt of a valid Florida Medical License or Medical Faculty Certificate and credentials with UF Health Shands Hospital. It is your individual and sole responsibility to obtain and maintain an unrestricted license to practice medicine in the state of Florida and to obtain and maintain unrestricted clinical privileges at the institution(s) to which you are or may be assigned. Your failure to obtain and maintain appropriate licensure or clinical privileges will be considered just cause for revocation of this offer or immediate termination of your employment.

***Medicare and Medicaid Obligations***

Your signature below affirms that you have diligently inquired and to your knowledge you have no outstanding Florida Medicaid credit balances that you incurred prior to your employment with the University of Florida that would in any way bar or delay Florida Medicaid reimbursement for your services rendered with the University of Florida. If any such credit balances are revealed at any time and results in the University of Florida being unable to collect from Florida Medicaid reimbursement for services you render on behalf of the University of Florida, you will be considered to have failed to effectively maintain eligibility with that program, which is a condition of your employment. Should such an event occur and should you fail to promptly resolve the credit balance issue to the satisfaction of the University of Florida, you will be subject to immediate termination of your employment with the University of Florida. The Medicaid claim department is available to provide assistance to you (800-289-7799).

If you have practiced medicine in a state other than Florida and your Medicare billing and collection benefits were assigned to your employer, you or your prior employer must file a CMS-855R, Reassignment of Medicare Benefits, to terminate your reassignment of Medicare benefits to that employer. Please note that, if you fail to ensure that a CMS-855R has been filed, and you relinquish your medical license in that state, or allow it to lapse, the Medicare contractor in that region could revoke your Medicare billing privileges for failure to report the loss of licensure, which will, in turn, result in the Florida Medicare contractor revoking your billing privileges. If your Medicare billing privileges are revoked, you must notify the University of Florida immediately. Such revocation may be appealed, but the time for the appeal is limited. In the event your billing privileges are revoked and an appeal is not successful, your employment with the University may be terminated immediately.

***Professional Liability Insurance***

As a faculty employee of the University of Florida Board of Trustees (“UF BOT”) you are subject to a personal immunity for claims and actions that may arise from your university function within the State of Florida. The UF BOT is exclusively and directly responsible for any such claims (Section 768.28 Florida Statutes). Should you be assigned by your college to an out-of-state activity, you are protected by the University of Florida Self-Insurance Program (UF SIP) at limits of liability exceeding $2,000,000 per claim. You are afforded personal professional liability protection in amounts not exceeding $500,000 per incident for claims/actions arising from your acts as a Good Samaritan or your involvement in community service work that has been pre-approved by your departmental chair and/or the dean of your college. All protection underwritten by the UF SIP is on an occurrence basis (i.e., the coverage is triggered at the time of the incident giving rise to a claim; not when the incident is reported to the UF SIP). Additional information regarding the College of Medicine’s professional liability insurance coverage is available at <http://flbog.sip.ufl.edu/liability-protection-afforded/>.

***Federal Payment Levy Program (FPLP)***

The Taxpayer Relief Act of 1997, Section 1024, authorized the Centers for Medicare & Medicaid Services (CMS) to reduce certain federal payment, including Medicare and Medicaid payments, in order to allow collection of an employee’s overdue federal debts. Please be aware that if any such overdue federal debts are revealed at any time during your employment with the University of Florida resulting in the university being unable to collect Medicare or Medicaid reimbursement for your services, you will be considered to have failed to effectively maintain eligibility with that program, which is a condition of your employment. Should such an event occur and should you fail to promptly resolve the personal overdue debt issue to the satisfaction of the University of Florida, you will be subject to immediate termination of your employment with the University of Florida.

***Practice Privileges***

In accordance with UF Board of Trustees' policy, the appointee waives all rights he/she may have in any collected or any un-collected patient fees charged or billed as a result of clinical teaching and related activities in his or her role as a University of Florida employee.

***Notice of Termination or Resignation***

*(Include in offers to all faculty with a primary assignment to Sacred Heart, Munroe Regional, Halifax Medical Center or Orlando Health)*

The University may end your employment at any time for any reason upon ninety days written notice. The applicable notice period shall be calculated from the date the notice is given to the date that employment will end, without regard to your appointment period. You are required to provide the University with at least ninety days written notice prior to resigning from employment.

***Restrictive Covenant*** *(for all faculty with a primary assignment in Gainesville)*

Upon termination of your employment with the University, whether through your resignation, your retirement from employment with the University, or the non-renewal or termination of this or any succeeding agreement, you agree that, for a period of one year from your last day of employment with the University, you will not, individually or as part of any organization in which you are a shareholder, partner, employee or agent, engage in clinical practice within a radius of fifty miles from any location which has been the site of your major faculty clinical teaching assignment within the two years preceding the date of termination. By accepting this offer you also acknowledge that you are familiar with restrictive covenants of this nature, that this covenant not to compete is fair and reasonable, that this covenant is a material inducement to the University of Florida to enter this agreement, that this covenant applies to any and all of your renewal, reappointment or any succeeding employment agreements (unless specifically mentioned and superseded) with the University. You further agree that the University of Florida is entitled to seek injunctive relief and other such remedies that may be available to the University in the event of breach of the terms of this covenant.

***Restrictive Covenant*** (for all faculty *with a primary assignment to Halifax Medical Center or Orlando Health)*

Upon termination of your employment with the University, whether through your resignation, your retirement from employment with the University, or the non-renewal or termination of this or any succeeding agreement, you agree that, for a period of one year from your last day of employment with the University, you will not, individually or as part of any organization in which you are a shareholder, partner, employee or agent, engage in clinical practice within a radius of fifty miles from any location which has been the site of your major faculty clinical teaching assignment within the two years preceding the date of termination. By accepting this offer you acknowledge that you are familiar with restrictive covenants of this nature, that this covenant not to compete is fair and reasonable, that this covenant is a material inducement to the University of Florida to enter this agreement, that this covenant applies to any and all of your renewal, reappointment or any succeeding employment agreements (unless specifically mentioned and superseded) with the University. You also acknowledge that (Halifax Medical Center or Orlando Health) is an express, intended third-party beneficiary of this restrictive covenant and may individually, and in its own right, enforce this covenant. You further agree that the University of Florida is entitled to seek injunctive relief and other such remedies that may be available to the University in the event of breach of the terms of this covenant. In the event that the University of Florida College of Medicine ceases to maintain a clinical practice in your medical specialty in the community, you may accept a position from (Halifax Medical Center or Orlando Health) and such employment shall not be deemed a breach of this covenant. If no position is offered, you may submit a written request to the University to waive this restrictive covenant, and consent to such request shall not be withheld unless the University’s contract with (Halifax Medical Center or Orlando Health) would preclude waiver of this covenant.

***Restrictive Covenant*** (for all faculty *with a primary assignment to Sacred Heart Hospital)*

Upon termination of your employment with the University, whether through your resignation, your retirement from employment with the University, or the non-renewal or termination of this or any succeeding agreement, you agree that, for a period of one year from your last day of employment with the University, you will not, individually or as part of any organization in which you are a shareholder, partner, employee or agent, engage in clinical practice at any location that is within a radius of fifty miles of your major faculty clinical teaching assignment with UNIVERSITY within the two years preceding the date of termination; provided, however, if your employment is terminated on or after December 31, 2019, this covenant shall not restrict you from being employed or contracted with Sacred Heart Health System, Inc. or any of its affiliates in the restricted area(s), and there shall be no restriction or prohibition on employment or contracting with Sacred Heart Health System on or after December 31, 2019, for the provision of clinical services.  By accepting this offer you also acknowledge that you are familiar with restrictive covenants of this nature, that this covenant not to compete is fair and reasonable, that this covenant is a material inducement to the University of Florida to enter this agreement, that this covenant applies to any and all of your renewal, reappointment or any succeeding employment agreements (unless specifically mentioned and superseded) with the University.  You further agree that the University of Florida is entitled to seek injunctive relief and other such remedies that may be available to the University in the event of breach of the terms of this covenant. You also acknowledge that Sacred Heart Health System, Inc. is an express, intended third-party beneficiary of this restrictive covenant and may individually, and in its own right, enforce this covenant.