

MEDICAL UNIVERSITY OF OHIO AT TOLEDO**OFFICIAL POLICY**

Name of Policy: Clinical Faculty Recruitment



Policy Number(s): A-10-11-00001-1105

Effective Date: 11/01/05

Initial Date: 11/01/05

Issuing Office: Senior Vice President for Medical Affairs
Dean of the College of Medicine

Responsible Agent: Director,
Finance and Administration for
the College of Medicine

Scope of Policy: Medical University of Ohio and
Related Programs

POLICY

Recruitment initiatives for new clinical faculty will comply with the following policy and procedures to ensure uniformity and eligibility for appointment to the faculty.

PROCEDURE

- I. All clinical faculty searches must be approved in advance by the Dean of the College of Medicine. Recruitment requests will be evaluated by the Dean, and other members of the executive administrative team to ensure alignment with the strategic direction of the University and College of Medicine. The Faculty Recruitment Authorization form (Exhibit A) shall be completed by the department and submitted to the Dean to request and justify commencing a faculty search.
- II. The department will notify the Medical Staff Office to send candidates considered to be finalists an Application for Appointment (for credentialing and insurance purposes) in order for the full credentialing process to begin as early as possible. These candidates should also be encouraged to apply for a license to practice in the state of Ohio if necessary.
- III. A committee, if deemed necessary, shall be created to organize, plan, and conduct the search. The Department Chair will select committee members and appoint a chairperson. The search committee shall be as diverse as possible and the Assistant to the President for Institutional Diversity shall be an ex-officio member on all search committees. The search committee members will be responsible for:
 - a. Developing position specifications
 - b. Selecting advertising mediums and preparing advertisements
 - c. Reviewing applications to determine if applicants meet the advertised qualifications
 - d. Developing interview questions
 - e. Evaluating and comparing candidates
 - f. Ensuring Equal Employment Opportunity practices are followed and making a good faith effort to recruit and hire individuals from underrepresented minority groups
 - g. Maintaining appropriate confidentiality about search committee proceedings

- IV. Advertising should be done in a way to reach the largest possible audience of persons qualified for and interested in the position. Advertisement to take place in national media sources as well as publications that specialize in circulation to women and minority groups. The Office of Institutional Diversity will make a good faith effort to recommend publications to target underrepresented groups, and suggest methods which are most likely to result in the inclusion of qualified minorities and women in the applicant pool. Good faith efforts shall be made in all searches to increase minorities and women in the applicant pool.

The Office of Faculty Affairs shall be responsible for maintaining records of the publications and sources where advertisements were placed.

Once all of the interview evaluations have been collected, the committee should refer again to the search criteria, and also come to some agreement on other qualities that have come to light about each candidate while he/she was on campus. The committee shall make a recommendation to the department chair.

- V. The department Chair will recommend to the Dean a final candidate for appointment to the faculty. All of the following will accompany the recommendation.
- A. Offer of Appointment Authorization (Exhibit B)
 - B. Recruitment Financial Analysis (Exhibit C)
 - C. Letter of Intent (Exhibit D)
 - D. Practice Plan Compensation Schedule (Exhibit E)
 - E. Candidate's curriculum vitae
- VI. Upon authorization by the Dean, the letter of intent co-signed by the department Chair and Dean will be sent to the candidate with copies provided to the Office of Faculty Affairs, the Medical Staff Office and Medical College of Ohio Physicians (MCOP). All letters of intent shall state explicitly that appointment to the faculty is subject to and contingent upon the following:
- A. Possession of a full and unrestricted license to practice in the state of Ohio;
 - B. Possession of an unrestricted Drug Enforcement Administration certificate;
 - C. Membership in good standing on the Medical Staff of the University Medical Center;
 - D. Professional liability insurance;
 - E. Eligibility as a certified provider in the Medicare, Medicaid and other federal and state health care programs; and
 - F. Criminal history investigation and drug test.
- VII. The Medical Staff Office will send to prospective faculty members the Application for Appointment if not previously provided. Upon receipt of the completed application, the Medical Staff Office will provide MCOP a copy of the application and required submittals for employment process verification and provider enrollment. MCOP will then provide a copy of the application and required submittals to the Medical University of Ohio's captive Administrator.

The review of applications for medical staff privileges is extensive and includes, but is not limited to, primary source verification of education and training, and reviews by the Credentialing and Medical Executive Committees of the Medical Staff. Medical Staff privileges are only conferred after review and approval by the Clinical Care Committee of the Board of Trustees of the Medical University of Ohio.

- VIII. The Credentialing Committee of the Medical Staff will make its recommendation to the Medical Executive Committee pending verification of insurance. Prior to the Medical Executive Committee meeting, the Underwriting Committee of the Medical University of Ohio Assurance Company

(MUOAC) will review applications for professional liability insurance. The Underwriting Committee of the MUOAC shall notify the Medical Staff Office and MCOP of a candidate's insurability in the professional liability plan.

Applicants will not be taken to the Underwriting Committee without a fully completed application and submittals as required in the MUOAC Underwriting Plan. The MUOAC Underwriting Committee will notify the Medical Staff Office and MCOP of a candidate's insurability in the professional liability plan.

Candidates who meet all other requirements for temporary privileges except for professional liability insurance, and who are approved by the President or his designee, will be reviewed by the MUOAC Underwriting Committee upon receipt of a fully completed application and required submittals. The review and approval by MUOAC may take more than a month.

The review and approval processes for Medical Staff credentialing and MUOAC underwriting require minimally 60 days, and may in some instances require 180 days. Provider enrollment, necessary to bill and collect from commercial insurance providers, will also require three to six months. It is therefore in the interest of the department and candidate that the Application for Appointment (for credentialing and insurance purposes) with requested submittals be completed as soon as possible in order to avoid delaying the candidate's employment.

- IX. Faculty appointments at the rank of Associate Professor or Professor must be reviewed by the College of Medicine's Appointment, Promotions and Tenure Committee. Departments will coordinate with the candidate and the Office of Faculty Affairs the development of the application according to the rules and regulations of the Appointment, Promotions and Tenure Committee. The development of the application and subsequent review by the Committee may take up to 90 days.
- X. Following signed acceptance of the letter of intent and prior to employment, the department will plan and coordinate all necessary activities to promote the candidate's successful transition to the Medical University of Ohio and fulfillment of educational, clinical, research and administrative responsibilities. The plan should include, but may not be limited to, the following:
 - A. Finalization of office, clinical and research space;
 - B. Procurement of office, clinical and research supplies and equipment;
 - C. Development of plan in cooperation with the Office of Communications to advertise and market the clinical services of the candidate;
 - D. Development of professional billing forms with MCOP; and
 - E. Orientation to the department, College, University and community.

The department will also notify the Office of Faculty Affairs to coordinate the completion of a criminal history investigation, including fingerprinting if necessary, and a drug test.

- XI. The Board of Trustees must approve a faculty appointment before employment at the Medical University of Ohio. The Dean will only recommend appointment of candidates to the Board of Trustees after the Clinical Faculty New Appointment Checklist (Exhibit F) is complete.
- XII. The department will also coordinate for the candidate to meet with the Director of Faculty Affairs to complete employment forms and enroll in benefit programs, and attend required training programs including Safety and Health, HIPAA, and harassment.
- XIII. No faculty member will be paid, granted office or research space, equipment, computer access or an MUO identification badge without either approval of the Board of Trustees or special exception

approval for non-clinical faculty work prior to Board approval by the Dean and also the President of the Medical University of Ohio.

Approved by: <hr/> Senior Vice President, Medical Affairs Dean, College of Medicine	Policies Superseded by This Policy: None
<i>Review/Revision Completed by:</i> General Counsel Director, Finance and Administration Director, Faculty Affairs Assistant to the President for Institutional Diversity	Revision/Review Date:

Note: The printed copy of this policy may not be the most current version; therefore, please refer to the policy website (<http://policies.meduohio.edu>) for the most current copy.

3.02.06



Name

Signature

Date

Authorization:

Jeffrey P. Gold, M.D.

Senior Vice President for Medical Affairs

Dean of the College of Medicine

Date



Clinical Faculty Offer of Appointment Authorization

Exhibit B

Candidate: _____

Appointment Date:

Department:

Appointment Type:

Full-Time

Rank:

Part-Time (0.00 FTE)

Track:

Administrative Title (if applicable):

Salary

Salary Sources (e.g. grants, department, Medical Ctr, etc.)

% Effort

Academic:

Education:

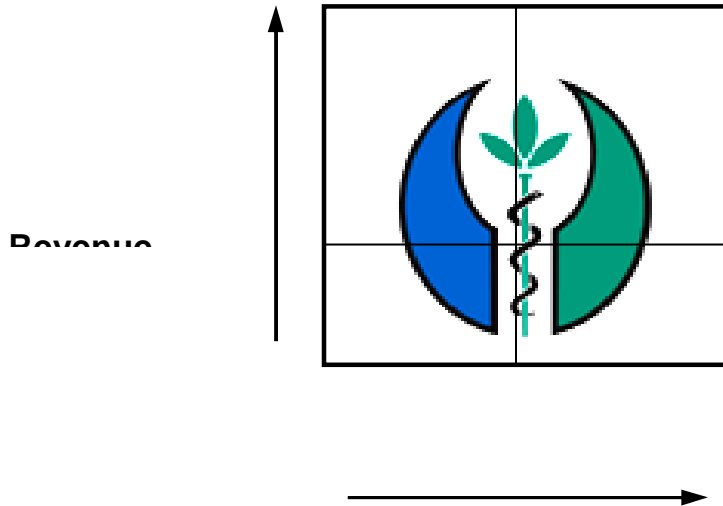
Administrative: _____

Administration:

Total: _____

Research:

Please indicate the appropriate quadrant of this candidate's anticipated relative mission alignment and anticipated revenue generating capacity



Attach the following materials:

- Financial Analysis using basic sciences or clinical sciences template

2. Draft letter of offer using the standardized College of Medicine format
3. Copy of the candidate's curriculum vitae

Department Chair: Signature _____
Name

Authorization: _____
Date

Jeffrey P. Gold, M.D.
Senior Vice President for Medical
Affairs
Dean of the College of Medicine



College of Medicine
Recruitment Financial Analysis - Clinical Sciences
Exhibit C

Candidate: John Doe, M.D.
Department: Medicine (Division of Cardiology)

Please complete the table below entering all expenses and revenues for years one through five for the proposed recruitment.

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Total MUO Salary	55,000	55,000	55,000	55,000	55,000	275,000
Total MCOP Salary	125,000	125,000	150,000	165,000	170,000	735,000
% salary grant funded	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Grants - Total Direct	0	0	0	0	0	0
Expenses (excluding grant funded)						
Salary & fringes	227,750	227,750	259,000	277,750	284,000	1,276,250
New staff (support/clinical)	0	0	0	0	0	0
Supplies & Equipment	2,000	0	0	0	0	2,000
Liability insurance	30,000	30,000	32,500	35,000	35,000	162,500
MCOP overhead	30,000	30,000	35,000	35,000	35,000	165,000
Moving/relocation	8,000	0	0	0	0	8,000
Start-up funds	0	0	0	0	0	0
Total Expenses	297,750	287,750	326,500	347,750	354,000	1,613,750
Revenues						
Net clinical earnings	190,000	210,000	240,000	280,000	320,000	1,240,000
Dean's tax (6.0%)	11,400	12,600	14,400	16,800	19,200	74,400
F & A recovery (48.3%)	0	0	0	0	0	0
Less research incentive	0	0	0	0	0	0
Total Revenues	201,400	222,600	254,400	296,800	339,200	1,314,400
Net Annual Cash Flow	(96,350)	(65,150)	(72,100)	(50,950)	(14,800)	(299,350)

Clinical Activity	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Clinic Visits	3,100	3,500	4,000	4,100	4,200	18,900
Inpatient Procedures	0	0	0	0	0	0
Outpatient Procedures	45	70	115	125	150	505

I have reviewed the above information and believe it to be an accurate representation.

Department Chair: Signature

Name

SAMPLE LETTER OF INTENT – Clinical Sciences

NOVEMBER 1, 2005

*John Doe, M.D.
1234 Parkview Drive*

TOLEDO, OHIO 43614

Dear Dr. Doe:

We are pleased to offer you a faculty appointment in the Department of *Medicine* at the Medical University of Ohio at Toledo, (the “University”), at the rank of *Assistant Professor* in the *tenure eligible Clinical Scholar* track, subject to final approval by the Board of Trustees and your fulfillment with the following terms and conditions. Upon approval by the Board of Trustees and compliance with the terms and conditions, the appointment will be effective on or about *July 1, 2006* and will be renewed in conformity with the Faculty Rules and Regulations.

1. You will devote your full-time attention and efforts to fulfilling at the highest level of professional competence the clinical, educational, academic, and administrative duties and responsibilities of the appointment as may be assigned to you by the Department Chair. *Your primary responsibility [describe clinical, educational and research responsibilities] will be to provide clinical services in cardiology at Medical University of Ohio University Medical Center and affiliated hospitals (collectively the “University Medical Center”). In your first year you will spend eight to ten weeks on the inpatient cardiology service. You will also be scheduled in an outpatient satellite clinic, and will participate in reading echocardiograms, transesophageal echos, electrocardiograms, and stress tests. Along with your clinical duties, it is expected that you will actively participate in the training programs for medical students and residents.*

2. Your total annual compensation will consist of the following:
 - (a) a University faculty base salary of *fifty five thousand (\$55,000.00)* dollars, subject and payable in accordance with the payroll policies of the University;

 - (b) the Medical College of Ohio Physicians, LLC, the University’s affiliated clinical practice plan for faculty (the “Practice Plan”), intends to compensate you *based on the collections of the Division of Cardiology as determined in accordance with the policy of the Department of Medicine, Division of Cardiology* in effect from

time to time. During the first two years of the term of this agreement, it is anticipated that your annual salary from the Practice Plan will not be less than:

Year 1: \$125,000

Year 2: \$125,000

Salary increases will be based on merit, including the development and maintenance of an active clinical practice and contributions to the educational programs of the University. You will be entitled to all benefits to the extent that such benefits are generally provided to other full-time faculty members of equal rank and years of service as in effect from time to time. A summary of these benefits is enclosed.

3. Upon determination of insurability, professional liability insurance will be provided by the Practice Plan in, at least, the amount required for medical staff privileges at University Medical Center. The actual cost of such insurance may be charged to you under the policy and procedures established by the Practice Plan.

4. Your initial appointment and continued employment is subject to and contingent upon your achieving and maintaining:
 - (a) a full and unrestricted license to practice medicine in the state of Ohio;
 - (b) an unrestricted Drug Enforcement Administration license to prescribe controlled substances;
 - (c) membership in good standing on the medical staff of University Medical Center and affiliated hospitals, with clinical privileges in the Department of *Medicine, Division of Cardiology*, in accordance with the bylaws of the medical center and its medical staff rules and regulations;
 - (d) eligibility as a certified provider in the Medicare, Medicaid and other federal and state health care programs; and
 - (e) Insurability in the professional liability policy of the practice plan.

5. Medical University of Ohio will provide academic office space and secretarial support, and will provide reasonable space, equipment and personnel to facilitate the development of your clinical practice at the University Medical Center.

6. National meeting attendance, books, journals, memberships and other such standard expenses of a reasonable magnitude are managed consistent with the policies of the University and Department of Medicine.
7. As a full-time faculty member you will be eligible and required to participate in the faculty Practice Plan. You hereby agree to abide and be bound by the rules of the Practice Plan as in effect from time to time, including, without limitation, rules regarding eligibility for and computation of distributions of Practice Plan income. All fees or other income derived from any and all patient care activities provided during employment with the University will be deposited to Practice Plan accounts. You hereby assign to the Practice Plan all income, whenever received. All Practice Plan income will be billed and collected by the Practice Plan. You will execute any certifications as may be necessary to qualify and authorize the Practice Plan or its designee to directly bill Medicare, Medicaid and any other third-party payor. You will participate in all commercial insurance programs, health maintenance organizations, managed care plans, independent practice associations, preferred practice organizations, and other such healthcare delivery systems with which the University and Practice Plan may contract or affiliate.
8. You will promptly disclose to the University:
 - (a) the existence and basis of any proceedings against you that are instituted in any jurisdiction by a plaintiff, governmental agency, health care facility, peer review organization or professional society which involves any allegation of substandard care or professional misconduct;
 - (b) at any time that you lose your license, DEA license or medical staff privileges or your privileges are amended or suspended in any way by any hospital, or become aware of any potential loss of participation in Medicare, Medicaid or other federal or state health care program; and
 - (c) any allegation of substandard care or professional misconduct raised against you by any person or agency during the term of this Agreement.
9. In addition, in the event you for any reason cease to be employed by Medical University of Ohio you agree to abide by the following with regard to patients:
 - (a) all patient medical and financial records which you maintain or generate in connection with your practice activities during employment at the University are the property of Medical University of Ohio and may not be removed from the University; and

- (b) before leaving your employment you will meet with the Department Chair to agree upon an appropriate form of notification to patients and the procedure to be used for the handling of the patient's record.
10. Your employment is subject to the policies, procedures, and guidelines of the Medical University of Ohio and Practice Plan, as amended from time to time, including but not limited to the Bylaws of the Medical University of Ohio, the Administrative Rules and Regulations, the Faculty Rules and Regulations, the bylaws, rules and regulations of the medical staff, the University's conflict of interest policies, patent policies, and employee policies. You will also comply with all state and federal laws, rules and regulations, applicable to your performance of responsibilities pursuant to this Agreement.
11. The University requires that new clinical faculty members sign a non-compete statement.

In order to protect the University's business interests and that of our patient base, we require that:

During the term of your appointment and for a period of twelve months after termination of employment with the Medical University of Ohio and Medical College of Ohio Physicians, LLC, you agree that you will not, within a 50 mile radius of the Medical University of Ohio own, manage, operate, be employed by, participate in, or be connected in any manner with any *cardiology* practice. You further agree not to solicit any patients of record of the Medical University of Ohio except as authorized by the Medical University of Ohio. This paragraph will survive termination of your employment and is effective whether termination by you or by Medical University of Ohio and Medical College of Ohio Physicians, LLC. You acknowledge that this restrictive covenant is necessary in order to protect and maintain the interests of Medical University of Ohio

12. Please note that all offers of employment at the Medical University of Ohio are subject to the establishment of employment eligibility under U.S. immigration law and acceptable results of a pre-employment drug screen and criminal background check.

If you agree to the terms above, please indicate by countersigning the enclosed copy of this letter and return it to *Dr. Shapiro* as soon as possible. If this letter has not answered all of your questions about the appointment, please do not hesitate to contact *Dr. Shapiro*.

We are delighted by the prospect of having you join the faculty of the Medical University of Ohio. We are confident that your contributions will enhance the University's excellence in clinical services and in the training of outstanding physicians and scientists.

Sincerely,

Joseph I. Shapiro, M.D.
Professor and Chairman
Department of Medicine

Jeffrey P. Gold, M.D.
Senior Vice President for Medical Affairs
Dean, College of Medicine

I acknowledge my agreement with the above terms:

John Doe, M.D.

Date

cc: W. Hanna
L. Donahue
L. Edens

Exhibit E

MCOP Compensation Schedule

Note: Please contact the MCOP Corporate Administrator for the most recent schedule.
419 383 7100

Exhibit F
MEDICAL UNIVERSITY OF OHIO
CLINICAL FACULTY NEW APPOINTMENT CHECKLIST

To be attached to Change of Status Form

New Hire's Name: _____

Department: _____

- q _____ **FULLY SIGNED LETTER OF INTENT**
- q _____ **MEDICAL STAFF CREDENTIALS**
- θ Criminal Background Check
- θ Ohio State License (and/or MI if necessary)
- θ Professional Liability Insurance
- q _____ **DEA CERTIFICATE**
- q _____ **MCOP EMPLOYMENT AGREEMENT (IF APPLICABLE)**
- q _____ **APT RECOMMENDATION (IF APPLICABLE)**

All of the above MUST be completed prior to the official faculty start date, with no pay or ID issuance before official start date unless exception approved by the Dean and the President as set forth below.

Starting Date for Board Approval: _____

Department Chair Signature: _____

Director of Faculty Affairs: _____

Approval to take to the Board of Trustees or exception if below is completed:

Jeffrey P. Gold, M.D.
Senior Vice President for Medical Affairs
Dean, College of Medicine

Date of Signature

Exception to start date:

List the reason why New Hire should begin non-clinical work prior to the official start date, explaining what activities the person will be performing, where the person will be located, and the person under which this person will be working:

Signature of the Dean:

Signature of the President: