

AGREEMENT FOR ROTATION OF AN EXTERNAL INSTITUTION'S RESIDENTS OR FELLOWS AT THE UNIVERSITY OF FLORIDA COLLEGE OF MEDICINE/GAINESVILLE

The University of Florida College of Medicine/Gainesville ("UNIVERSITY") has responsibility for the training of physician residents and fellows (hereinafter referred to as "RESIDENT(S)") in accordance with and as accredited by the Accreditation Council for Graduate Medical Education (ACGME), and provides clinical settings in which RESIDENT(S) may participate in medical education, research, and patient care.

_____, ("INSTITUTION"), located at _____, wishes to enter into this formal agreement with UNIVERSITY for the educational benefit of RESIDENT(S). This agreement must be fully executed by UNIVERSITY and INSTITUTION prior to arrival of RESIDENT(S) at UNIVERSITY for clinical rotation and before RESIDENT(S) perform clinical services at UNIVERSITY or at a UNIVERSITY-affiliated health care facility.

AGREEMENT AND RESPONSIBILITIES

UNIVERSITY, acting as its Department of _____ ("DEPARTMENT"), agrees to accept a variable and mutually agreed upon number of RESIDENTS from INSTITUTION's Department of _____. INSTITUTION shall provide the names of the RESIDENTS and period of assignment at mutually agreed upon time(s). The term of this Agreement shall commence on _____, and shall be for a period of twelve (12) months. This Agreement may be terminated, with or without cause, by either party by sixty (60) days written notice to the other party delivered by registered mail, return receipt requested. The parties agree that if this Agreement is terminated, all RESIDENTS currently assigned to INSTITUTION by UNIVERSITY pursuant to this Agreement, shall be given the opportunity to complete their clinical rotation.

A. RESPONSIBILITIES OF UNIVERSITY, THROUGH ITS DEPARTMENT

1. UNIVERSITY shall provide qualified preceptors and a structured educational experience to RESIDENT(S) pursuant to ACGME standards. The individual assigned by DEPARTMENT to assume administrative, educational, and supervisory responsibility for RESIDENT(S)' clinical experience is _____.
2. UNIVERSITY shall provide to each RESIDENT, upon his/her arrival at DEPARTMENT or at one of UNIVERSITY's affiliated health care facilities, a current set of DEPARTMENT and/or facility rules and regulations pertaining to the site of assignment.
3. UNIVERSITY shall arrange for access by each RESIDENT to available library facilities at the site of assignment.
4. UNIVERSITY shall arrange for immediate emergency care in the event of a RESIDENT's accidental injury or illness, but UNIVERSITY shall not be responsible for costs involved, follow-up care, or hospitalization.
5. UNIVERSITY shall evaluate the performance of each RESIDENT, in writing if requested.
6. UNIVERSITY shall have the right to remove any RESIDENT from DEPARTMENT's programs in the event the RESIDENT does not, in the sole judgment of UNIVERSITY, satisfactorily perform assigned duties while in the program.
7. If any RESIDENT is deemed an employee of UNIVERSITY pursuant to Chapter 440, Florida Statutes, worker's compensation protection shall be provided by UNIVERSITY in accordance with applicable Florida laws and regulations. If worker's compensation is also provided by INSTITUTION and would be provided in the absence of the aforesaid provision, then to the extent permissible under Florida law, the aforesaid provision shall be null and void.

B. RESPONSIBILITIES OF INSTITUTION

1. INSTITUTION shall identify in writing the educational goals and objectives to be attained during RESIDENT'S clinical experience at DEPARTMENT and shall attach same hereto as Attachment A.
2. INSTITUTION shall ensure that each RESIDENT has appropriate qualifications, including appropriate skills, training, health status, and other qualifications as required by UNIVERSITY.

3. INSTITUTION shall instruct each RESIDENT to attend all educational activities, perform clinical services as assigned by preceptor(s), and adhere to applicable policies of both DEPARTMENT and UNIVERSITY's affiliated health care facilities where the RESIDENT may be assigned by UNIVERSITY.

4. INSTITUTION shall instruct each RESIDENT to wear a pictured name tag identifying his/her status with UNIVERSITY.

5. INSTITUTION shall be responsible for the payment of all salaries and fringe benefits accruing to each RESIDENT.

C. JOINT RESPONSIBILITIES While engaged in activities described in this Agreement, each RESIDENT shall function in the capacity of an employee or agent of the Florida Board of Trustees and shall be subject to the personal immunity to tort claims as described in Section 768.28, Florida Statutes. Accordingly, the Florida Board of Trustees acting as UNIVERSITY shall, in accordance with applicable Florida laws and regulations, provide professional liability protection for claims and actions arising from the clinical activities of each RESIDENT. INSTITUTION agrees to either pay a contribution for each RESIDENT to UNIVERSITY's self-insurance program, the basis of which shall be the proration of the annual specialty charge paid to UNIVERSITY's self-insurance program by UNIVERSITY for a similar resident or fellow employed by UNIVERSITY, or to indemnify the Florida Board of Trustees for tort liability losses and related legal expenses arising from the culpable acts of each RESIDENT, subject to the limits of professional liability protection which INSTITUTION maintains on behalf of its health care employees and agents. INSTITUTION's election shall be as stated in an addendum to this Agreement.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this Agreement, effective on the date of signature by both parties.

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE DEPARTMENT OF _____/GAINESVILLE, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA

NAME OF INSTITUTION

By: _____
Date
Program Director

By: _____
Timothy C. Flynn, M.D. Date
Associate Dean for Graduate Medical Education
College of Medicine/Gainesville
University of Florida

ACKNOWLEDGED FOR UNIVERSITY:

By: _____
Preceptor Date
Department of _____/Gainesville
College of Medicine
University of Florida

By: _____
Program Director Date
Department of _____/Gainesville
College of Medicine
University of Florida

By: _____
Chairman Date
Department of _____/Gainesville
College of Medicine
University of Florida