PROGRAM LETTER OF AGREEMENT FOR ROTATION OF UNIVERSITY OF FLORIDA

**COLLEGE OF MEDICINE RESIDENTS AND/OR FELLOWS**

**AT AN EXTERNAL CLINICAL SITE**

The University of Florida Board of Trustees, for the benefit of the College of Medicine/Gainesville, University of Florida (“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). **Click or tap here to enter legal name** (“CLINICAL SITE”), located at **Click or tap here to enter address** can provide a clinical setting in which RESIDENT(S) may participate in medical education, research, and/or patient care. UNIVERSITY wishes to enter into this formal agreement (“Agreement”), with CLINICAL SITE in furtherance of its educational mission under Article IX, § 7 (a) of the Florida Constitution. This Agreement must be fully executed by UNIVERSITY and CLINICAL SITE prior to arrival of RESIDENT(S) and before RESIDENT(S) perform clinical services at CLINICAL SITE.

**AGREEMENT AND RESPONSIBILITIES**

CLINICAL SITE agrees to accept a variable and mutually agreed upon number of RESIDENTS each year from UNIVERSITY’s Department of **Click or tap here to enter UF department**. UNIVERSITY shall provide the names of the RESIDENTS and period of assignment year at mutually agreed upon time(s). The term of this Agreement shall commence on **Click or tap here to enter Month & Day**, 20**YR**, and shall remain in full force and effect for a period of five (5) years. This Agreement may be terminated, with or without cause, by either party providing sixty (60) days written notice to the other party with delivery confirmation. Such notice may be delivered by a courier service, by United States Postal Service mail or by hand delivery registered mail, return receipt requested. The parties agree that if this Agreement is terminated, all RESIDENTS currently assigned to CLINICAL SITE by UNIVERSITY pursuant to this Agreement, shall be given the opportunity to complete their clinical rotation.

**A. RESPONSIBILITIES OF CLINICAL SITE**

1. CLINICAL SITE shall provide qualified preceptor(s) and a structured educational experience to RESIDENT(S) pursuant to ACGME standards. The individual assigned by CLINICAL SITE to assume administrative, educational, teaching and supervisory responsibility for RESIDENT(S)’ clinical experience is **Click or tap here to enter preceptor name**.

2. CLINICAL SITE shall provide to each RESIDENT, upon his/her arrival at CLINICAL SITE, a current set of CLINICAL SITE’s rules and regulations pertaining to the site of assignment.

3. CLINICAL SITE shall arrange for access by each RESIDENT to available library facilities at the site of assignment.

4. CLINICAL SITE shall arrange for immediate emergency care in the event of a RESIDENT's accidental injury or illness, but CLINICAL SITE shall not be responsible for costs involved, follow-up care, or hospitalization.

5. CLINICAL SITE shall formally evaluate in writing the performance of each RESIDENT.

6. CLINICAL SITE shall have the right to remove any RESIDENT from CLINICAL SITE's programs in the event the RESIDENT does not, in the sole judgment of CLINICAL SITE, satisfactorily perform assigned duties while in the program.

7. CLINICAL SITE shall maintain professional liability insurance coverage for CLINICAL SITE and its personnel in amounts consistent with that maintained by similar entities, and shall provide evidence of such insurance upon reasonable request of UNIVERSITY.

**B. RESPONSIBILITIES OF UNIVERSITY**

1. UNIVERSITY shall identify in writing the educational goals and objectives to be attained during each RESIDENT’s clinical experience at CLINICAL SITE and shall attach same hereto as **Attachment A**.

2. UNIVERSITY shall require that each RESIDENT has appropriate qualifications, including appropriate skills, training, health status, and other qualifications as required by CLINICAL SITE.

3. UNIVERSITY shall instruct each RESIDENT to attend all educational activities, perform clinical services as assigned by preceptor(s), and adhere to applicable policies of UNIVERSITY and CLINICAL SITE, if not in conflict with those of UNIVERSITY.

1. UNIVERSITY shall instruct each RESIDENT to wear a pictured name tag identifying his/her status with UNIVERSITY.
2. UNIVERSITY shall be responsible for the payment of all salaries and fringe benefits accruing to each RESIDENT, and will provide workers compensation protection to RESIDENT, while RESIDENT is participating in CLINICAL SITE programs, in accordance with applicable Florida laws and regulations.

6. While engaged in activities described in this Agreement, each RESIDENT shall function in the capacity of an employee or agent of The University of Florida Board of Trustees (UFBOT) and shall be subject to the personal immunity to tort claims as described in Section 768.28, Florida Statutes. Accordingly, UFBOT 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. To the extent that the State of Florida, on behalf of the Board of Governors and UFBOT, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Florida Statutes, UFBOT is protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars ($200,000.00) and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars ($300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Florida Statutes. Personnel and agents of UFBOT are not individually subject to actions arising from their state functions. Any damages allocated against the UFBOT as prescribed by Section 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the UFBOT in professional liability actions. The sole remedy available to a claimant to collect damages allocated to UFBOT is as prescribed by Section 768.28, Florida Statutes. All liability protection described in this Section is on an “occurrence” basis. The University of Florida J. Hillis Miller Health Center Self-Insurance Program provides ongoing protection with no expiration.

7. UNIVERSITY shall instruct its RESIDENTS to keep patient information strictly confidential and to not use confidential patient information for any purpose other than treatment or as a part of their own training. RESIDENTS shall be instructed to comply with all applicable requirements of state and federal law for the protection of confidential patient information, including privacy regulations of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

**C. MISCELLANEOUS**

1. The parties hereby acknowledge that they are independent contractors, and neither the UNIVERSITY nor any of its agents, representatives, employees or RESIDENTS shall be considered agents, representatives, or employees of CLINICAL SITE. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto.

2. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

3. Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute the Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation.

4. This Agreement, including all attachments, contains the entire and complete understanding and agreement between the parties pertaining to the subject matter herein, and supersedes and cancels any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereto. No other terms or conditions in the future shall be valid and binding on any party unless reduced to writing and executed by both parties.

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

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| **CLINICAL SITE** | **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE COLLEGE OF MEDICINE, GAINESVILLE, UNIVERSITY OF FLORIDA** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ |
| Date  Print Name:  Title of Legal Signatory: | Carolyn Stalvey, M.D. Date  Interim Designated Institutional Official for Graduate Medical Education  College of Medicine/Gainesville  University of Florida |
|  | **ACKNOWLEDGED FOR UNIVERSITY:** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ |
| Responsible Preceptor Date  Print Name: | Program Director Date  Department of **Click or tap here to enter department**/Gainesville  College of Medicine  University of Florida |
|  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ |
|  | Chair Date  Department of **Click or tap here to enter department**/Gainesville  College of Medicine  University of Florida |

**PLEASE ENSURE THE EDUCATIONAL GOALS AND OBJECTIVES ARE ATTACHED TO THIS AGREEMENT BEFORE SIGNING.**