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

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), and provides clinical settings in which RESIDENT(S) may participate in medical education, research, and patient care. **Click or tap here to enter legal name** (“INSTITUTION”), located at **Click or tap here to enter address**, wishes to enter into this formal agreement (“Agreement”), with UNIVERSITY for its RESIDENT(S) to obtain clinical education. 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 **Click or tap here to enter UF department** (“DEPARTMENT”), agrees to accept a variable and mutually agreed upon number of RESIDENTS from INSTITUTION’s Department of **Click or tap here to enter external department**. 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 **Click or tap here to enter Month & Day**, 20**YR**, and shall be for a period of twelve (12) months. 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 UNIVERSITY by INSTITUTION 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(s) assigned by DEPARTMENT to assume administrative, educational, and supervisory responsibility for RESIDENT(S)’ clinical experience is/are **Click or tap here to enter preceptor name**.

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 require each RESIDENT to wear a pictured name tag identifying his/her status with INSTITUTION.

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

**C. LIABILITY**

While engaged in activities described in this Agreement, RESIDENT shall function in the capacity of an employee or agent of the University of 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 University of 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 RESIDENT. INSTITUTION agrees to pay a contribution in the amount of **Click or tap here to enter amount** to UNIVERSITY’s self-insurance program, the basis of which shall be the proration of the annual specialty charge for a similar resident or fellow employed by UNIVERSITY. The check should be made payable to the UF Self-Insurance Program and sent to the following address prior to the rotation start date: UF Self-Insurance Program, PO Box 112735, Gainesville, FL 32611-2735.

Nothing herein is intended to serve as a waiver of sovereign immunity by the University of Florida Board of Trustees, UNIVERSITY, and/or the Florida Board of Governors. Nothing herein shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued except as permitted by Section 768.28 Florida Statutes.

The Parties shall, to the maximum extent possible, fully cooperate in the defense of any claim or action involving medical care or treatment provided pursuant to this Agreement. Such cooperation shall include but not be limited to timely reporting to the other any such claim or action of which they become aware, timely providing relevant medical records and other documentation to the other at no expense to the other, and participating in such investigation and mutual defense as may be mutually advantageous.

**D. INDEPENDENT CONTRACTORS**

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

**E. NO THIRD PARTY BENEFICIARIES**

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.

**F. GOVERNING LAW**

University of Florida contracts are governed by and interpreted under the laws of the State of Florida, without reference to its conflicts of laws principles, and the jurisdiction/venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise, in connection with, or by reason of the Agreement shall be in Alachua County, Florida.

**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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| **INSTITUTION** | **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: | Julia Close, M.D. Date  Designated Institutional Official  Associate Dean of Graduate Medical Education  Associate Professor, Internal Medicine  College of Medicine/Gainesville  University of Florida |
|  | **ACKNOWLEDGED FOR UNIVERSITY:** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ |
| Program Director Date  Print Name: | Preceptor Date  Department of **Click or tap here to enter department** /Gainesville  College of Medicine  University of Florida |
|  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ |
|  | Program Director 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.**