

## **HOUSESTAFF AGREEMENTS**

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## HOUSESTAFF AGREEMENTS

There are two basic types of agreements/contracts that involve your housestaff. The first type is called a “Letter of Offer”, and is a contract between your department and each resident that you accept into your program.

The second type of agreement is called a “Housestaff Rotation Agreement”. These are agreements between your department and hospitals, non-University of Florida physicians, clinics, etc., that participate in the education of your housestaff.

### **I. Letter of Offer**

The Accreditation Council for Graduate Medical Education (ACGME) requires that you provide each resident in your program with a written agreement/contract outlining the terms and conditions of their appointment to your program. This is called a “Letter of Offer” (**Exhibit I**) and is designed to document responsibilities and policies. It must be completed prior to the actual appointment/employment of the resident.

You will need to prepare this document as shown in letter form. Prepare two original copies of this document. Insert the following information:

- A. Name of position (i.e. resident, fellow)
- B. PGY Level (I, II, III, etc.)
- C. Name of your department
- D. Initial date of appointment (i.e. July 1, 2003)
- E. Period of Appointment (1 year)

As noted in the section of the Letter of Offer entitled “Departmental Addendum”, your department may attach a document to the Letter that contains more program-specific information and regulations that are designed specifically for your department. If this is done, make sure that this addendum has signature blocks on it to indicate receipt/acceptance of the document.

The contract must then be signed by the resident and your program director. The resident should retain a copy with original signatures and your department should retain an original copy. When you present the appointment package to Ms. Brenda Thomas, the package must contain a copy of this Letter of Offer as well.

## II. Housestaff Rotation Agreements

### A. General Statement

To satisfy risk management procedures and ACGME regulations, it is necessary to have a “housestaff rotation agreement” in place with all institutions that participate at any time in the education of your housestaff. Likewise, if you permit a housestaff member from another institution to take a rotation in your department, a housestaff rotation agreement must be executed. **These agreements are to be completed PRIOR to the beginning of the rotation and residents begin caring for patients.** There are two-page agreements (**described herein**) that have been prepared specifically for this purpose. **THESE AGREEMENTS HAVE BEEN APPROVED BY LEGAL COUNSEL AND RISK MANAGEMENT AND MUST NOT BE ALTERED.** If contract needs to be altered, contact Kay Estes and she will assist with revision and ensure the appropriate review. Most institutions will allow us to use our rotation agreements. If, however, you find that an institution will not sign our form and insists that a document prepared by their institution be utilized, you **MUST** obtain a copy of the proposed agreement and provide it to Kay Estes for review. We try to accommodate the other institution and allow use of these other forms whenever possible, but we must review the language and ensure the proper signatures.

There are “blanket” or “master” agreements in place with Shands Hospital (includes all of its facilities in Gainesville, Starke, Live Oak and Lake City), the Veterans Affairs Medical Center and Shands Jacksonville that cover the time University of Florida housestaff spend at these institutions. There are also other “affiliation” and “master” agreements not mentioned in this narrative that allow for housestaff rotations. If you would like to check on the existence of such agreements, contact Kay Estes for the specifics. If a member of your housestaff, however, takes an elective or mandatory rotation at an institution other than one of the above-noted institutions, you must have one of the two-page housestaff rotation agreements executed prior to the housestaff member performing any clinical services.

There are a number of scenarios you will need to consider when preparing the agreements for these rotations. Consider the following:

1. Are the housestaff based in Gainesville or Jacksonville?
2. Will this rotation occur only one time or will multiple persons be allowed to take the rotation?
3. Will the rotation take place at a hospital or in a non-hospital setting such as a physician’s office?

We have described each possibility separately so you can easily determine the correct procedure.

**PLEASE NOTE: When UF housestaff are taking outside rotations, there are two separate forms; one for hospital settings and one for non-hospital settings. If housestaff from another**

**institution come to UF, there is only one form and “INSTITUTION” can mean hospital, clinic, physician’s office, etc. In the case of rotations with private physicians, it may also be necessary to complete an agreement with the hospital at which this physician has practice privileges.**

In addition to executing the agreement, you are required (per ACGME regulations) to attach a list of goals or objectives to the agreement.

## **B. University of Florida Housestaff Rotating to Other Institutions (Hospital Setting)**

### **1. For Housestaff Based in Gainesville**

If this rotation is a “one-time only rotation” and you do not anticipate that other residents will take this rotation, use **Exhibit II**. You need only insert the following:

- a. Name of the hospital/medical center at which the resident will take the rotation
- b. City and State where institution is located
- c. Name of the resident
- d. Name of your department
- e. Beginning and ending dates of the rotation
- f. Name of physician that will serve as preceptor for your housestaff

If you wish to establish an on-going relationship with an institution that would allow multiple rotations by your housestaff, use **Exhibit III**. Insert the following:

- a. Name of the hospital/medical center involved
- b. City and State where institution is located
- c. Name of your department
- d. Date you wish the contract to be effective. From the effective date through the 12-month period, any number of residents, as mutually agreed between your department and the institution, can rotate to the facility. You are required, however, to provide the institution with a listing of the names of residents and period of time the residents will be assigned to the institution. **NOTE: Agreement must be renewed every 12 months.**
- e. Name of physician that will serve as preceptor for your housestaff

### **2. For Housestaff Based in Jacksonville**

If this rotation is to be a “one-time only rotation” and you do not anticipate that other residents will take this rotation, use **Exhibit IV**. You need only insert the following:

- a. Name of the institution at which the resident will take the rotation
- b. City and State where institution is located
- c. Name of the resident
- d. Name of your department
- e. Beginning and ending dates of the rotation

- f. Name of physician that will serve as preceptor for your housestaff

If you wish to establish an on-going relationship with an institution that would allow multiple rotations by your housestaff, use **Exhibit V**. Insert the following:

- a. Name of the institution involved
- b. City and State where institution is located
- c. Name of your department
- d. Date you wish the contract to be effective. From the effective date through the 12-month period, any number of residents, as mutually agreed between your department and the institution, can rotate to the facility. You are required, however, to provide the institution with a listing of the names of residents and period of time the residents will be assigned to the institution.
- e. Name of physician that will serve as preceptor for your housestaff

### **C. University of Florida Housestaff Rotating to Other Institutions (Non-Hospital Setting)**

#### **1. For Housestaff Based in Gainesville**

If this rotation is a “one-time only rotation” and you do not anticipate that other residents will take this rotation, use **Exhibit VI**. You need only insert the following:

- a. Name of the physician at whose office the resident will take the rotation
- b. City and State where office is located
- c. Name of the resident
- d. Name of your department
- e. Beginning and ending dates of the rotation
- f. Name of physician that will serve as preceptor for your housestaff

If you wish to establish an on-going relationship with a physician that would allow multiple rotations by your housestaff, use **Exhibit VII**. Insert the following:

- a. Name of the physician involved
- b. City and State where physician is located
- c. Name of your department
- d. Date you wish the contract to be effective. From the effective date through the 12-month period, any number of residents, as mutually agreed between your department and the physician, can rotate to the facility. You are required, however, to provide the physician with a listing of the names of residents and period of time the residents will be assigned to the physician.

**NOTE: Agreement must be renewed every 12 months.**

- e. Name of physician that will serve as preceptor for your housestaff

Shands contributes funding for our resident education program. They must comply with Medicare policies for claiming residents' time for Direct Medical Education (DME) and Indirect Medical Education (IME) purposes. When our residents rotate through private physician offices and these physicians provide supervision of our residents on a voluntary basis, there is no cost reimbursement to the physician, therefore, Medicare policies are met. To document compliance, we need the physicians to sign a statement (**Exhibit VIII**) indicating their services are voluntary. Make sure this exhibit is completed and signed by the private practicing physician.

#### **D. Housestaff Taking Rotations at the University of Florida**

As stated previously, risk management procedures and ACGME regulations require that Housestaff Rotation Agreements be in place when housestaff from other institutions take rotations at the University of Florida. **IN ADDITION, A UNIVERSITY OF FLORIDA POLICY REQUIRES A "COURTESY" APPOINTMENT FOR ANY HOUSESTAFF MEMBER TAKING A ROTATION AT THE UNIVERSITY.** Please refer to the appropriate section of procedure manual for instructions regarding "courtesy" appointments.

##### **1. Rotations in Gainesville**

If this rotation is to be a "one-time only rotation" and you do not anticipate that other residents will take this rotation, use **Exhibit IX**. You need only insert the following:

- a. Name of the institution from which the resident is coming
- b. City and State where institution is located
- c. Name of the resident
- d. Name of the department
- e. Beginning and ending dates of the rotation
- f. Name of physician that will serve as the preceptor

If you wish to establish an on-going relationship with an institution that would allow multiple rotations for other housestaff, use **Exhibit X**. Insert the following:

- a. Name of the institution involved
- b. City and State where institution is located
- c. Name of the department
- d. Date you wish the contract to be effective. From the effective date through the 12- month period, any number of residents, as mutually agreed between your department and the institution, can rotate to Gainesville. This institution is required, however, to provide your department with a listing of names of residents and period of assignment to the University of Florida. **NOTE: Agreement must be renewed every 12 months.**
- e. Name of physician that will serve as preceptor

## 2. Rotations in Jacksonville

If this is to be a “one-time only rotation” and you do not anticipate that other residents will be coming, use **Exhibit XI**. You need only insert the following:

- a. Name of the institution from which the resident will be coming
- b. City and State where institution is located
- c. Name of the resident
- d. Name of the department
- e. Beginning and ending dates of the rotation
- f. Name of the physician that will serve as the preceptor

If you wish to establish an on-going relationship with an institution that would allow multiple rotations for other housestaff, use **Exhibit XII**. Insert the following:

- a. Name of the institution involved
- b. City and State where institution is located
- c. Name of the department
- d. Date you wish the contract to be effective. From the effective date through the 12-month period, any number of residents, as mutually agreed between your department and the institution, can rotate to the University of Florida. This institution is required, however, to provide your department with a listing of names of residents and period of assignment to the University of Florida.
- e. Name of physician that will serve as preceptor

## E. Signatures and Distribution

Depending on the form used, there are a variety of signatures required. Please note these and respond accordingly. If resident is rotating to a hospital or medical center, the legal signatory on the agreement is an officer/administrator of the hospital or medical center, not the preceptor. The physician providing the supervision must sign as “preceptor.” If the rotation is taking place in a physician’s office, the physician is the “Legal Signatory.”

## III. Summary

In summary, we remind you that these agreements have been prepared according to the ACGME regulations and meet the requirements of the Self-Insurance Program. As these documents are being made available to you on the network, **DO NOT MODIFY THEM**. If an institution requests that you do so, please contact Ms. Kay Estes. Ms. Estes is available by e-mail at “kestes@dean.med.ufl.edu” and by phone at 265-8017. Her office is located in Room 4153 in the 1329 Building.