

date here

Dear Dr. Name here:

The University of Florida (hereinafter referred to as the "University") is pleased to extend this letter of offer for employment at the University of Florida College of Medicine-Jacksonville. As a University of Florida adjunct clinical post doctoral associate member, you should be aware of certain conditions associated with your employment as listed below. The state of Florida and the University of Florida retain the right to modify or rescind any regulation governing the conditions of your employment.

1. Position Description

You are being appointed in a **1.0 FTE** non-tenure accruing position in the University's College of Medicine-Jacksonville at the rank of **Adjunct Clinical Post Doctoral Associate**, job code 000146, in a non-accredited training program. You will be assigned to the **Department of Emergency Medicine** in the **Emergency Medicine Ultrasound** program at the College of Medicine-Jacksonville.

2. Compensation

- 2.1 The annual salary for this position is \$salary. Any entitlement to benefits pursuant to your acceptance of this employment contract, including salary, ceases immediately when this contract is terminated.
- 2.2 Subsequent annual salary increases will be based on your performance and the University of Florida salary increase guidelines and on the date prescribed by the State of Florida for annual salary adjustments.

3. Appointment Period

Your appointment period is **7/1/20XX** through **6/30/20XX**. Your employment will cease on the date indicated. No further notice of cessation of employment is necessary. Pursuant to the University Regulations, your employment is renewable at the discretion of the University. In accordance with the University of Florida rule UF-7.003, this position is consider OPS and is, therefore, temporary in nature.

4. Duties and Responsibilities

Your duties and responsibilities will include, but will not be limited to the attached list of Job Duties and Responsibilities (Attachment A), and other duties as assigned. Individuals in a non-accredited fellowship program will also receive goals and objectives for your education. Your duties and responsibilities are subject to change based upon the needs of the College of Medicine-Jacksonville or your department.

5. Performance and Personnel Decisions

- 5.1 As set forth in University Regulation 6C1-7.010, which is available on the University's website at: <http://regulations.ufl.edu>, you will be evaluated in writing at least once annually, based on an assessment of your total performance in fulfilling your duties and responsibilities to the University, fulfilling effectively those responsibilities attendant to membership in the University community, and for individuals in a non-accredited fellowship program, meeting the goals and objectives for your education.
- 5.2 As set forth in University Regulation 6C1-7.019, which is available on the University's website at: <http://regulations.ufl.edu>, in making personnel decisions, the University will consider such criteria as: the University's evaluation of your total value to the University and of your potential for the future as evidenced by your record; your fulfillment of your assigned duties and responsibilities; a broad scale evaluation of your fitness to fulfill effectively the responsibilities attendant to membership in the University community; and your understanding of the concepts of academic freedom and academic responsibility and their close relationship.
- 5.3 Individuals in a non-accredited fellowship program are also subject to College of Medicine Resident Policies as set forth in University Regulations 6C1-5.0761. These stipulate that continuation in a training program will also be dependent on satisfactory performance as a student and the maintenance of satisfactory professional standards. These standards and the consequences for violation are set forth in the Professionalism Code of Conduct available at: http://www.hscj.ufl.edu/resman/manualpdfs/Professionalism_Code_of_Conduct.pdf

6. Fringe Benefits

You will be eligible to participate in University of Florida College of Medicine fringe benefits as summarized in the "Housestaff Fringe Benefits Programs", which is available on the University's website at: <http://adminaffairs.med.ufl.edu/fringe-benefits/housestaff-benefits/>. The College of Medicine maintains the rights to alter, amend, modify or eliminate the fringe benefits offered to its employees.

7. FICA Alternative Plan

As an adjunct clinical post doctoral associate member, you will be automatically enrolled in the University of Florida's FICA Alternative Plan. Under the provision of this retirement plan, instead of paying 6.2% social security taxes post tax you will contribute 7.5% of your pre-tax wages into an investment account in your name. The Medicare contributions at 1.45% will be withheld from your biweekly paychecks and will be matched by the university. Information regarding the FICA Alternative Plan is available at: <http://hr.ufl.edu/benefits/retirement/fica-alternative-plan/>.

8. Employment Eligibility

This offer and your active employment status are contingent upon your eligibility to work under the provisions of all applicable immigration laws and regulations including the Immigration Reform and Control Act of 1986, as amended, and your providing the necessary documents to establish identity and employment eligibility to satisfactorily complete U.S. Citizenship and Immigration Services' Form I-9. As a federal contractor, the University of Florida also participates in E-Verify, the federal on-line verification system. To comply with these requirements, on or before your first day of employment, you must complete Section 1 of Form I-9. Additionally, you must present documents that verify your identity and work authorization within the first three business days of your start date. Should you fail to provide the appropriate documentation by the end of the third business day as required by law; your appointment will be terminated until you can provide such documentation.

A list of acceptable documents to establish identity and employment eligibility can be found online at <http://adminaffairs.med.ufl.edu/files/2012/05/List-Accept-Doc.pdf>

9. Verification of Education and Transcripts

In conjunction with the verification of your education, an official copy of the transcript of your highest degree must be submitted prior to the start date of your employment. The official transcript must be delivered in a sealed envelope to the attention of Mrs. Jennifer Hamilton, Office of Educational Affairs, 653-1 West 8th Street, Box L15, Jacksonville, FL 32209, or emailed directly from the institution to Jennifer.Hamilton@jax.ufl.edu. A transcript will not be considered official if a designation of "issued to student" is visible on the documentation.

10. Choice of Law

During the term of your employment, both you and the University of Florida are subject to the constitution and laws of the state of Florida, and the rules, regulations and policies of the Florida Board of Governors and the University of Florida Board of Trustees.

11. Patient Records Statement

The University of Florida will be the owner of all medical or patient records generated by the practitioner.

12. License and Privileges Statement

Your effective date of employment is contingent upon your receipt of a valid Florida Medical License and UF Health Jacksonville Medical Staff credentialing. It is your individual sole responsibility to obtain and maintain an unrestricted license to practice medicine in the state of Florida and to obtain and maintain appropriate licensure or clinical privileges at the institution(s) to which you are or may be assigned. Your failure to obtain and maintain appropriate licensure or clinical privileges will be considered just cause for revocation of this offer or immediate termination of your employment. Applications for licensure can be obtained at <http://flboardofmedicine.gov/>, <http://floridasosteopathicmedicine.gov/licensing/>, or <http://floridasdentistry.gov/licensing/>.

13. Practice Privileges

In accordance with UF Board of Trustees' policy, the appointee waives all rights he/she may have in any collected or any un-collected patient fees charged or billed as a result of clinical teaching and related activities in his or her role as a University of Florida employee.

14. Medicaid Statement

Your signature below affirms that you have diligently inquired and to your knowledge you have no outstanding Florida Medicaid credit balances that you incurred prior to your employment with the University of Florida that would in any way bar or delay Florida Medicaid reimbursement for your services rendered with the University of Florida. If any such credit balances are revealed at any time and results in the University of Florida being unable to collect from Florida Medicaid reimbursement for services you render on behalf of the University of Florida, you will be considered to have failed to effectively maintain eligibility with that program, which is a condition of your employment. Should such an event occur and should you fail to promptly resolve the credit balance issue to the satisfaction of the University of Florida, you will be subject to immediate termination of your employment with the University of Florida. The Medicaid claim department is available to provide assistance to you (800-289-7799).

15. Federal Levy Program

The Taxpayer Relief Act of 1997, Section 1024, authorized the Centers for Medicare & Medicaid Services (CMS) to reduce certain federal payment, including Medicare and Medicaid payments, in order to allow collection of an employee's overdue federal debts. Please be aware that if any such overdue federal debts are revealed at any time during your employment with the University of Florida resulting in the university being unable to collect Medicare or Medicaid reimbursement for your services, you will be considered to have failed to effectively maintain eligibility with that program, which is a condition of your employment. Should such an event occur and should you fail to promptly resolve the personal overdue debt issue to the satisfaction of the University of Florida, you will be subject to immediate termination of your employment with the University of Florida.

16. Federal Healthcare Programs

As a condition of your employment, you must remain eligible to participate in Federal healthcare programs or in Federal procurement or non-procurement programs. If you are at any time excluded, debarred or otherwise declared ineligible to participate in Federal healthcare programs (other than through the College of Medicine approved "private contracting" arrangement) or in Federal procurement or non-procurement programs, or are convicted of a criminal offense related to the provision of healthcare items or services, this offer may be revoked or your employment with the University of Florida may be terminated immediately.

If you have practiced medicine in a state other than Florida and your Medicare billing and collection benefits were assigned to your employer, you or your prior employer must file a CMS-855R, Reassignment of Medicare Benefits, to terminate your reassignment of Medicare benefits to that employer. Please note that, if you fail to ensure that a CMS-855R has been filed, and you relinquish your medical license in that state, or allow it to lapse, the Medicare contractor in that region could revoke your Medicare billing privileges for failure to report the loss of licensure, which will, in turn, result in the Florida Medicare contractor revoking your billing privileges. If your Medicare billing privileges are revoked, you must notify the University of Florida immediately. Such revocation may be appealed, but the time for the appeal is limited. In the event your billing privileges are revoked and an appeal is not successful, your employment with the University may be terminated immediately.

17. Outside Activity and Conflicts of Interest

As a condition of your employment, you are required to follow the University of Florida's guidelines, policies, and procedures regarding conflict of interest and outside activities, including financial interests. Disclosure of such activities is required prior to engaging in new outside activities or receiving new financial interests, as well as whenever there are changes in outside activities and financial interests that previously have been approved. If you propose to engage in any outside activity or have a potential conflict of interest, you must disclose and receive approval from the College of Medicine prior to engaging in such activities using the College of Medicine's electronic outside activity disclosure tool, eCOI (<http://coi.med.ufl.edu/eoi-disclosure/>). Such notification must be done annually by July 1st for each subsequent year for as long as you continue to engage in such activity or have such conflict of interest. Information regarding the College of Medicine's conflict of interest program is available at <http://coi.med.ufl.edu/>.

18. Intellectual Property

As a condition of your employment, you are required to follow the University's Intellectual Property Policy which is available on the University's website at: <http://research.ufl.edu/otl/>.

19. Mandatory Training

- 19.1 As a condition of your employment, you are required to sign the University's Privacy of Health Information Confidentiality Statement and Shands Confidentiality and Security Agreement. Thereafter, the Confidentiality Statements must be signed annually, effective July 1st for future academic years, for as long as you continue to be employed by the University. The University of Florida's policy regarding the privacy of health information is available on the University's website at: <http://privacy.ufl.edu/uf-health-privacy/>.
- 19.2 As a condition of your employment, you are required to complete online training that involves privacy and security. This training must be completed and returned with your employment packet. The instructions and training module can be found at <http://privacy.health.ufl.edu/training/hipaaPrivacy/instructions.shtml>. Thereafter, training must be done annually, effective July 1st for future academic years, for as long as you continue to be employed by the University.
- 19.3 As a condition of your employment, you are required to complete training in medical record documentation requirements (known as "Module A") and billing compliance rules (known as "Module C") within 4 weeks of your effective date and annually thereafter. For detailed instructions as to when this training must be completed and the options available to complete the training, see the Resident/Fellow/PDA Mandatory Provider Education Sessions memo posted to the UF College of Medicine – Jacksonville Office of Compliance website at: <http://www.hscj.ufl.edu/medicine/pbc/>—under the "Educational Info" link) in May of each year for the upcoming academic/fiscal year beginning in July.

20. Health/Risk Assessment

New adjunct clinical post doctoral associate members of the College of Medicine-Jacksonville whose job duties involve patient care, contact with human blood pathogens, and/or animal contact are required to participate in a confidential pre-placement health screening program administered by the University of Florida's Occupational Medicine Program. Participation in this program will minimize any occupational risk to you and will ensure that you can safely perform the essential functions of your new position. Before arrival at the university, you will be required to complete the enclosed Preplacement Screening Patient Contact Form. A qualified medical review officer will review your medical history and conduct an assessment. Upon your arrival at the university, you will participate in an orientation to the University, which includes an appointment with the UF Health Jacksonville Employee Health Office who will provide any needed immunizations/titers. Your medical history information will be kept confidential and will not be shared with the Department of Emergency Medicine.

Also, new adjunct clinical post doctoral associate members whose job duties involve contact with human blood or OPIM are required to be trained by the University of Florida regarding the risks associated with working with human blood and other potentially infectious materials. This training will occur via an on-line training module, as outlined in your appointment packet.

21. HIPAA Statement

All University of Florida Health Science Center employees are required to sign a statement agreeing to maintain the confidentiality of protected health information, as well as complete specialized training regarding privacy and security. You also will be required to complete principal investigator training. Arrangements will be made to assist you with accessing these on-line training programs before your arrival at the university. This training must be completed prior to your hire date. All Health Science

Center employees are required annually to sign the confidentiality statement and to complete the on-line privacy and security training, as well as the principal investigator training for as long as you continue to be employed by the University of Florida.

22. Direct Deposit

All new employees of the University of Florida are required to participate in the direct deposit payroll program for the deposit of their biweekly paychecks. A direct deposit form will be provided to you during your payroll sign-up appointment.

22. Background Checks

- 22.1 Your acceptance and continued participation as an Adjunct Clinical Post Doctoral Associate with the University of Florida College of Medicine-Jacksonville is contingent upon the results of a criminal background check.
- 22.2 All Adjunct Clinical Post Doctoral Associates must undergo substance abuse testing as a condition of the appointment process. Your continued participation as an Adjunct Clinical Post Doctoral Associate is contingent upon your participation in and the results of the substance abuse testing conducted at the request of the University prior to or at any point during your appointment.

Assuming that the terms of this offer are acceptable to you, please sign where indicated below. Sign both copies, retain one for your records and return a fully executed signed copy of this letter by March 5, 2018. If we do not receive the letter by this date, we will assume that you have declined and this offer will lapse.

We are enthusiastic about your joining the University. We will be happy to meet with you at any time to answer any questions. Again, we look forward to your joining us, and anticipate a mutually beneficial relationship.

Sincerely,

Steven A. Godwin, M.D., FACEP
Professor & Chair

Leon L. Haley Jr., M.D., M.H.S.A., F.A.C.E.P., C.P.E.
Dean, College of Medicine, Jacksonville

I understand and accept the conditions of this letter of offer.

Accepted: _____
Name Date/Time

Attachment A: Job Duties and Responsibilities

CC: Office of Educational Affairs Personnel File System