

PROGRAM LETTER OF AGREEMENT

This Program Letter of Agreement is used to implement the AAMC Uniform Terms and Conditions which address important legal and business terms between the Sponsoring Institution and the Participating Site. The Uniform Terms and Conditions include provisions on the administration of the residency program; resident salaries and benefits; immunizations, criminal background checks, licensure, access to resources, resident supervision and evaluation, insurance coverage, HIPAA and other important issues. This Program Letter of Agreement should not be signed before reading and fully understanding the AAMC Uniform Terms and Conditions.

This Program Letter of Agreement is the residency training affiliation agreement between the Sponsoring Institution and the Participating Site with respect to a clinical training experience for the Sponsoring Institution's assigned residents, and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Terms and Conditions [dated January 22, 2018] which is hereby incorporated by reference, without modification or exception except as specified below. Any conflict between this Program Letter of Agreement and the AAMC Uniform Terms and Conditions are to be interpreted in favor of this Program Letter of Agreement.

This Program Letter of Agreement is effective from 7/1/2020, and will remain in effect for ten years or until updated or changed by the Sponsoring Institution and the Participating Site or terminated by either party.

1. Parties

Sponsoring Institution: Marshall University

Participating Site: University of Kentucky

2. Persons Responsible for Education and Supervision

Program Director at Sponsoring Institution: David A. Denning, MD, FACS

Site Director at Participating Site: Sandra J. Beck, MD

Other faculty at Participating Site (by name or general group): University of Kentucky General Surgery Faculty

The above named people are responsible for the education and supervision of the residents while rotating at the Participating Site.

3. Responsibilities

The faculty at Participating Site must provide appropriate supervision of residents in patient care activities and maintain a learning environment conducive to educating the residents in the competency areas identified by ACGME or other applicable accrediting bodies. Supervision must provide safe and effective care to patients; ensure development of skills, knowledge, and attitudes required to enter the unsupervised practice of medicine and establish a foundation for continued professional growth. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at the completion of the assignment.

4. Goals and Objectives of the Educational Experiences

The goals and objectives of the educational experiences have been developed according to ACGME Residency Program Requirements or other applicable accrediting bodies, and are delineated in the attached document.

The Program Director, Site Director and the program faculty at the Participating Site are together responsible for the day-to-day activities of the residents during the course of the educational experiences at the Participating Site in furtherance of the goals and objectives.

5. Policies, Rules and Regulations that Govern Resident Education

Residents will be under the general direction of their Sponsoring Institution Program's Policy and Procedure Manual regarding educational matters as well the Participating Site's policies, rules and regulations regarding patient care activities.

6. Financial Responsibility

Select one of the three options below:

Sponsoring Institution Responsible Financially

Sponsoring Institution or its affiliate as otherwise described under Section 7 herein shall continue to employ the residents and is responsible for the payment of any salary and compensation to the residents, as well as providing or requiring health insurance coverage and workers compensation coverage, and withholding all applicable taxes. Sponsoring Institution understands that its residents will not be covered by or entitled to any social security, unemployment compensation, retirement, pension and/or any other benefits programs or workers' compensation program offered or provided by Participating Site, and no resident shall have any right, title or claim to participate in the same. Agreement to any additional sharing of expenses for any specific rotation shall be set forth in Exhibit xxxxx, attached.

Or

Participating Site Responsible Financially

Sponsoring Institution or its affiliate as otherwise described under Section 7 herein shall continue to employ the residents and is responsible for the payment of any salary and compensation to the residents, as well as providing or requiring health insurance coverage and workers compensation coverage, and withholding all applicable taxes. Sponsoring Institution understands that its residents will not be covered by or entitled to any social security, unemployment compensation, retirement, pension and/or any other benefits programs or workers' compensation program offered or provided by Participating Site, and no resident shall have any right, title or claim to participate in the same. Since Sponsoring Institution cannot claim the residents on its cost report for graduate medical education reimbursement from the CMS, the Participating Site shall reimburse Sponsoring Institution or its affiliate as may be described under Section 7 herein for the applicable pro rata portion of any resident's salary and benefits. Sponsoring Institution or its affiliate as otherwise described under Section 7 herein may provide the Participating Site an invoice for payment, which shall be paid by Participating Site within ninety (90) days of the date that such invoice is posted in the U.S. mail or other agreed upon means. Any additional expenses for any specific Rotation shall be set forth in [Exhibit ___, attached.]

Or

 Financial Responsibility

Sponsoring Institution and Participating Site agree to the following terms regarding cost sharing with respect to costs associated with the education of residents: [insert terms].

7. Other Modifications or Exceptions to the AAMC Uniform Residency Training Terms and Conditions

Modifications or Exceptions (if none, please indicate by writing "none"):

RISK MANAGEMENT STATEMENT:

The SPONSORING INSTITUTION's Administrator and PARTICIPATING SITE Hospital's Office of Risk Management will notify each other of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death, and could result in a lawsuit, if a SPONSORING INSTITUTION resident or fellow is involved with said patient's care.

PERSONAL INFORMATION AND BREACH:

To the extent SPONSORING INSTITUTION receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), SPONSORING INSTITUTION shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach

investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as PARTICIPATING SITE's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying PARTICIPATING SITE of a security breach relating to Personal Information in the possession of SPONSORING INSTITUTION or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and SPONSORING INSTITUTION abides by the requirements set forth in that exception; (iv) cooperating with PARTICIPATING SITE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by SPONSORING INSTITUTION; and (vi) at PARTICIPATING SITE's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

CORPORATE COMPLIANCE:

SPONSORING INSTITUTION affirms that it is not excluded from participation, and is not otherwise ineligible to participate in a "Federal health care program" as defined in 42 U.S.C. section 1320a-7b(f) or in any other state or federal government payment program. In the event that SPONSORING INSTITUTION is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this agreement, SPONSORING INSTITUTION will notify the University of Kentucky Chandler Medical Center, hereinafter "UKCMC", Office of Compliance, 2333 Alumni Park Plaza, Suite 200, Lexington, Kentucky 40517, in writing, by certified mail within 48 hours after said event, and upon the occurrence of any such event, whether or not appropriate notice is given, the University of Kentucky shall immediately terminate this Agreement upon written notice.

Additionally, SPONSORING INSTITUTION affirms that it is aware that UKCMC operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven day a week compliance Comply-line. SPONSORING INSTITUTION has been informed that a copy of the UKCMC compliance plan is on file in the Purchasing Office or can be viewed online at <http://ukhealthcare.uky.edu/staff/corporate-compliance/policy-manual> and is encouraged to review the plan from time to time during the term of this agreement. It is understood that should SPONSORING INSTITUTION be found to have violated the UKCMC compliance plan, UKCMC can, at its sole discretion, terminate this Agreement upon written notice. SPONSORING INSTITUTION recognizes that it is under an affirmative obligation to immediately report to UKCMC's Corporate Compliance Officer through the comply-line 1-877-898-6072, in writing, or directly (859) 323-8002 any actions by an agent, resident, or employee of UKCMC which SPONSORING INSTITUTION believes, in good faith, violate an ethical, professional or legal standard.

Nothing in this Agreement contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in this Agreement later be creditably alleged, suspected or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the effected portion of the Agreement for a thirty (30) day period. If at the end of this period, no compromise can be reached, the Agreement will terminate.

The individuals executing this program letter of agreement are authorized to sign on behalf of their institutions and certify that their institutions have accepted the AAMC Uniform Terms and Conditions for Program Letters of Agreement and further agree to comply with its terms except as noted above.

Compensation - While on rotation at PARTICIPATING SITE, residents will continue to receive a stipend and benefits through the SPONSORING INSTITUTION, and will not be paid by PARTICIPATING SITE. SPONSORING INSTITUTION shall maintain the right to count all residents' FTEs on its Medicare cost report for purposes of medical education reimbursement. Unless otherwise stipulated, faculty/supervisor(s) will not receive monetary compensation for supervision of residents under this agreement.

SPONSORING INSTITUTION affirms that it is not excluded from participation, and is not otherwise ineligible to participate in a "Federal health care program" as defined in 42 U.S.C. section 1320a-7b(f) or in any other state or federal government payment program. In the event that SPONSORING INSTITUTION is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this agreement, SPONSORING INSTITUTION will notify the University of Kentucky Medical Center, Office of Corporate Compliance, 2333 Alumni Park Plaza, Suite 200, Lexington, Kentucky 40517 in writing, by certified mail within 48 hours after said notice, and upon the occurrence of any such event, whether or not appropriate notice is given, the University of Kentucky shall immediately terminate this Agreement upon written notice.

Additionally, SPONSORING INSTITUTION affirms that it is aware that PARTICIPATING SITE operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven day a week compliance Comply-Line. SPONSORING INSTITUTION has been informed that a copy of the compliance plan is on file in the Purchasing Office or can be viewed online at <http://ukhealthcare.uky.edu/staff/corporate-compliance/policy-manual> and is encouraged to review the plan from time to time during the term of this agreement. It is understood that should SPONSORING INSTITUTION be found to have violated the PARTICIPATING SITE's compliance plan, PARTICIPATING SITE can, at its sole discretion, terminate this Agreement upon written notice. SPONSORING INSTITUTION recognizes that it is under an affirmative obligation to immediately report to PARTICIPATING SITE's Corporate Compliance Officer through the comply-line 1-877-898-6072, in writing or directly (859) 323-8002 any

actions by an agent or employee of PARTICIPATING SITE which SPONSORING INSTITUTION believes, in good faith, violates an ethical, professional or legal standard.

Nothing in this Agreement contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in this Agreement later be credibly alleged, suspected or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the effected portion of the Agreement of the Agreement for a thirty (30) day period. If at the end of this period, no compromise can be reached, the Agreement will terminate.

PARTICIPATING SITE complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. PARTICIPATING SITE provides equal opportunities for qualified persons in all aspects of PARTICIPATING SITE operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with PARTICIPATING SITE policy concerning smoking.

SPONSORING INSTITUTION agrees to provide only residents who meet the following health requirements and provide documentation to PARTICIPATING SITE prior to the rotation:

- (a) Evidence of Medical Health Insurance (coverage must be in effect during any clinical rotation).
- (b) Recent TB risk assessment, TB test, chest x-ray, or history of any treatment for TB disease. TB Test must be from a health department, other hospitals' employee health program, the military, or other clinic where TB testing is performed frequently (Occupational Medicine Clinic). Acceptability of TB Test provider shall remain in PARTICIPATING SITE's sole discretion. The TB documentation must include the date given, the date read, and the reading in millimeters. It must also be signed by the clinician who performed the read test. If positive, include the physician documentation of the positive test and negative chest x-ray. If resident has history of a prior positive TB test, all documentation about the positive test, follow up evaluations (including chest X-rays), and any other treatment must be provided to PARTICIPATING SITE.
- (c) Written documentation of the individual's immunity history for measles, mumps and rubella (MMR). The following are acceptable forms of documentation: (i) Documentation of two MMR vaccines, with the first dose having been given at age 12 months or older; (ii) Documentation by a physician of having had MMR disease; or (iii) Documentation of protective rubeola, rubella and mumps titers (if one titer is negative resident must receive a booster and have titer rechecked). If there is a

- medical reason an individual cannot receive an MMR vaccine, physician documentation acceptable to PARTICIPATING SITE must be provided.
- (d) Written documentation of immunization with the varicella vaccine, or a positive oral history of having the disease or documentation of a positive antibody titer.
 - (e) Written documentation of immunization with the Tdap (tetanus, diphtheria, pertussis) vaccine.
 - (f) Written documentation of hepatitis B vaccination or documented refusal.
 - (g) All residents and faculty at PARTICIPATING SITE facilities between October 1 and March 31 must provide proof of a seasonal influenza vaccination for that year; the vaccine shall not be required of those with a medical contraindication to the vaccine or a religious objection as defined by the Americans with Disabilities Act.

Prior to starting with PARTICIPATING SITE, each resident must provide the following background documents:

- (1) License verification - resident must possess all the licenses listed on the application, resume, or cover letter or otherwise cited by the candidate that qualify the individual for the position sought and verification of any license required for the position, including verification of the status of such licenses. This includes any motor vehicle drivers licenses required for the associated position.
- (2) Criminal history check – verification that the resident does not have any undisclosed criminal history in every jurisdiction where the candidate currently resides or has resided or has been employed.
- (3) Sex offender registry check - verification that resident does not have undisclosed convictions of sex crimes in every jurisdiction where the candidate currently resides, has resided or has been employed.
- (4) Healthcare sanctions check – verification that resident is not a sanctioned individual. Sanctioned individuals are those who have been determined to be fraudulent in their field, and/or those individuals who have had adverse actions taken against them by the licensing boards of state governments. Reported actions may include: reprimands, probations, suspensions and revocations of provider licenses, cease and desist orders, exclusions for failure to pay resident loans, Drug Enforcement Agency (DEA) violations, child support violations, professional misconduct, other similar sanctions and exclusions.
- (5) Prohibited parties check – verification that resident is not a prohibited party. Prohibited party means specially designated nationals, terrorists, narcotics traffickers, blocked persons and parties subject to various economic sanctioned programs who are forbidden from conducting business in the United States, as well as entities subject to license requirements because of their proliferation of weapons of mass destruction. The Prohibited Parties search is also used in the financial services industry to look for potential money launderers.
- (6) 9 panel standard urinalysis (marijuana, cocaine, PCP, amphetamines, opiate metabolites, barbiturates, benzodiazepines, methadone, and propoxyphene).

All documents which need to be submitted to meet the requirements imposed by this Agreement shall be submitted to PARTICIPATING SITE prior to the commencement

of any rotation in a form acceptable to PARTICIPATING SITE, the acceptability of which shall be in PARTICIPATING SITE's sole discretion. SPONSORING INSTITUTION shall comply with all PARTICIPATING SITE rules and regulations regarding the submission of documents to meet the requirements imposed by this Agreement.

PARTICIPATING SITE reserves the right to revise or issue new health and background requirements at any time during the term of this Agreement. Should new requirements be issued or existing requirements revised, written notice shall be sent to SPONSORING INSTITUTION at the address indicated below. SPONSORING INSTITUTION's residents, whether new or already on rotation at PARTICIPATING SITE, shall be given thirty (30) days from the date notice is sent to SPONSORING INSTITUTION to come into compliance with any new or revised health or background requirement.

Duration of Rotation: 1 month

Sponsoring Institution: Marshall University

By: Paulette S. Wehner, MD

Signature: Paulette Wehner, MD

Title: Vice Dean for Graduate Medical Education

Date: 4/13/2020

Address: 1600 Medical Center Drive, Suite 2600
Huntington, WV 25701

Participating Site: University of Kentucky

By: Katherine McKinney, MD, MS

Signature: _____

Title: Senior Associate Dean for Graduate Medical Education

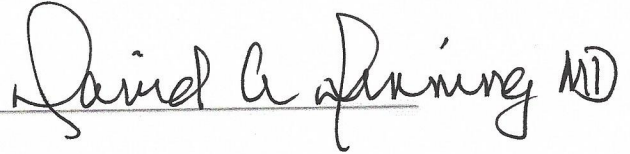
Date: _____

Address: 800 Rose Street, Room HQ-101
Lexington, KY 40536-0293

Additional Necessary Party: Marshall University

By: David A. Denning, MD, FACS

Signature: _____



Title: Program Director

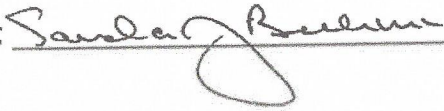
Date: 4/13/20

Address: 1600 Medical Center Drive, Suite 2600
Huntington, WV 25701

Additional Necessary Party: University of Kentucky

By: Sandra J. Beck, MD

Signature: _____



Title: Program Director

Date: _____

Address: 800 Rose Street
Lexington, KY 40536

Additional Necessary Party: Dean, College of Medicine

By: Robert S. DiPaola

Signature: _____

Title: Dean, College of Medicine

Date: _____

Address: 800 Rose Street
Lexington, KY 40536