

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 1/1/2022, 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: University of Kentucky

Participating Site: Lexington-Fayette Urban County Government

2. Persons Responsible for Education and Supervision

Program Director at Sponsoring Institution: Sameer Desai, MD

Site Director at Participating Site: Ryan Stanton, MD

Other faculty at Participating Site (by name or general group): University of Kentucky Emergency Medicine 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. Please note that Residents will not write paper prescriptions for controlled substances while rotating at Sponsoring Institution in accordance with Kentucky's e-prescribing law and federal law on e-prescribing.

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.

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 Participating Site Administrator and Sponsoring Institution's 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 student, or resident/fellow or faculty is involved with said patient's care.

PERSONAL INFORMATION AND BREACH:

To the extent Participating Site 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”), Participating Site 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 Sponsoring Institution’s and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying Sponsoring Institution of a security breach relating to Personal Information in the possession of Participating Site 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 Participating Site abides by the requirements set forth in that exception; (iv) cooperating with Sponsoring Institution 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 Participating Site; and (vi) at Sponsoring Institution’s discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

CORPORATE COMPLIANCE:

Participating Site 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 Participating Site is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this agreement, Participating Site will notify the University of Kentucky, 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 Sponsoring Institution shall immediately terminate this Agreement upon written notice.

Additionally, Participating Site affirms that it is aware that Sponsoring Institution 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. Participating Site has been informed that a copy of the Sponsoring Institution 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 Participating Site be found to have violated Sponsoring Institution’s compliance plan, Sponsoring Institution can, at its sole discretion, terminate this Agreement upon written notice. Participating Site recognizes that it is under an affirmative obligation to immediately report to Sponsoring Institution’s Corporate Compliance Officer through the comply-line 1-877-898-6072, in writing, or directly (859) 323-8002 any actions by an agent, trainee, or employee of Sponsoring Institution which Participating Site 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, trainees 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 trainees' 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 trainees under this agreement.

Duration of Rotation: 2 weeks

Sponsoring Institution: University of Kentucky

By: Katherine McKinney, MD, MS

Signature: 

Title: Senior Associate Dean for Graduate Medical Education

Date: 8/24/21

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

Participating Site: Lexington- Fayette Urban County Government

By: Linda Gorton

Signature: _____

Title: Mayor

Date: _____

Address: 219 E. Third Street
Lexington, KY 40507

Additional Necessary Party: Lexington-Fayette Urban County Government

By: Ryan Stanton, MD

Signature: _____

Title: Site Director

Date: 8/31/21

Address: 219 E. Third Street
Lexington, KY 40507



Additional Necessary Party: University of Kentucky

By: Sameer Desai, MD

Signature: _____

Title: Program Director

Date: 8/18/2021

Address: 800 Rose Street
Lexington, KY 40536



Additional Necessary Party: Acting Dean, College of Medicine

By: Charles Griffith, III, MD, MSPH

Signature: _____

Title: Acting Dean, College of Medicine

Date: 8/26/2021

Address: 800 Rose Street
Lexington, KY 40536

