

GRADUATE MEDICAL EDUCATION
PARTICIPATING EDUCATIONAL SITE AGREEMENT
BETWEEN
THE UNIVERSITY OF KENTUCKY (UNIVERSITY)
AND
«Facility_Name»(FACILITY)
LOCATED AT:
«Facility_Mailing_Address»

I. PURPOSE:

This document, entered into the «Anticipated_Start_Date_of_Assignment» is to establish an agreement between the above parties regarding an affiliation for residency/fellowship (hereinafter referred to as "trainee") training at FACILITY.

II. GRADUATE MEDICAL EDUCATION:

The parties envision that one or more training programs, each denominated a Program, may utilize the FACILITY for training activities, pursuant to this Participating Educational Site Agreement. The details for each type of training to be conducted, including any special financial provisions, will be set forth in a Program Letter of Agreement for each specific training program, which the parties agree may be amended and supplemented, from time to time, by written agreement of the parties' designees. Please see the attached Program Letter(s) of Agreement, referred to as collective Exhibit A, for specifics.

The Designee of the UNIVERSITY is: **Associate Dean for Graduate Medical Education.**

The Designee of FACILITY is: «Facility_Site_DirectorTitle_can_sign_c»

III. RISK MANAGEMENT STATEMENT:

The FACILITY Administrator and UNIVERSITY Hospital'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 UNIVERSITY student, or resident/fellow or faculty is involved with said patient's care.

IV. EQUAL OPPORTUNITY:

The University of Kentucky is committed to a policy of providing equal opportunities for all persons in recruitment, appointment, promotion, payment, training, and other employment and education practices without regard for economic or social status and will not discriminate on the basis of race, color, ethnic origin, national origin, creed, religion, political belief, sex, sexual orientation, marital status, or age. The University does not discriminate on the basis of uniform service, veteran status, or physical or mental disability when an individual otherwise meets the minimum qualifications for application or participation..

V. HEALTH REQUIREMENTS:

The UNIVERSITY requires students and trainees to be in compliance with all current University of Kentucky Medical Center immunization and tuberculin testing policies. Proof of inoculations will be provided upon request to FACILITY.

VI. LIABILITY:

The UNIVERSITY is an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and is subject to the provisions of the Kentucky Board of Claims, KRS 44.070 et seq for the recovery of tort claims made against the UNIVERSITY, its agents, officers or employees. The UNIVERSITY is self insured pursuant to the provisions of KRS 164.939 et seq which provides for the paying of claims or judgments resulting from any tort or breach of duty based on health care services rendered or which should have been rendered by the UNIVERSITY or its agents. Agents of the UNIVERSITY include members of the Board of Trustees, faculty, staff, nurses, volunteer workers, employees, students, physicians and dentists providing care within the scope of their duties or courses of study. In addition, UNIVERSITY maintains commercial excess general and medical malpractice liability insurance for itself, its agents, officers, employees trainees and students.

FACILITY shall maintain medical liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year, or such other minimum amounts as may be required from time to time by the UNIVERSITY. The policy of insurance shall provide that such insurance shall not be canceled, modified or permitted to lapse without thirty (30) days prior written

notice to UNIVERSITY. FACILITY shall promptly, following request by UNIVERSITY from time to time, provide evidence of such insurance acceptable to UNIVERSITY.

VII. PERSONAL INFORMATION AND BREACH:

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

VIII. CORPORATE COMPLIANCE:

FACILITY 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 FACILITY is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this agreement, FACILITY 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, FACILITY 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. FACILITY 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/about/staff/corporate-compliance/Program-Manual.aspx> and is encouraged to review the plan from time to time during the term of this agreement. It is understood that should FACILITY be found to have violated the UKCMC compliance plan, UKCMC can, at its sole discretion, terminate this Agreement upon written notice. FACILITY 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, trainee, or employee of UKCMC which FACILITY 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.

IX. TERM OF THE AGREEMENT:

The initial term of this agreement shall be «**Anticipated_Start_Date_of_Assignment**» through «**Anticipated_End_Date_of_Initial_Agreemen**», and shall renew automatically thereafter for up to four additional one year terms, unless notice of termination is given as prescribed, herein; and to expire, in no event, no later than five years from start date, unless terminated by either party. Either party may terminate this agreement upon providing written notice to the other party ninety (90) days prior to the proposed date of termination. However, at the option of the UNIVERSITY, no termination shall be effective until any trainee(s) currently rotating at the FACILITY have completed the rotation.

The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the

same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means a manually-signed original signature that is sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

APPROVED BY:

UNIVERSITY Signature
Dean, College of Medicine

FACILITY signature:
«**Facility_Site_DirectorTitle_can_sign_c**»

Associate Dean for Graduate Medical Education

Form Revised 12/05/2014 (Off-site – no reimbursement)