

GRADUATE MEDICAL EDUCATION
PROGRAM LETTER OF AGREEMENT (PLA)

BETWEEN
THE UNIVERSITY OF KENTUCKY
AND

«**Facility_Name**» (FACILITY)
LOCATED AT:

«**Facility_Mailing_Address**»

Contact person: «**Facility_Program_CoordinatorContact_Per**»

This Agreement is made and entered into by and between the UNIVERSITY OF KENTUCKY and FACILITY and it augments the Participating Educational Site Agreement originally entered into «**Anticipated_Start_Date_of_Assignment**» between the UNIVERSITY and FACILITY, and as may be amended and/or restated from time to time. This agreement is specific to the educational assignment of FACILITY residents/fellows (hereinafter referred to as "trainees") in the specialty of «**Specialty**» while completing a rotation at the UNIVERSITY OF KENTUCKY.

The following conditions are hereby agreed to:

- 1. Term** - 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 UNIVERSITY OF KENTUCKY have completed the rotation.
- 2. Training requirements** - Training will be conducted in accordance with the applicable accrediting body requirements including:
 - Accreditation Council for Graduate Medical Education (ACGME) as found on the ACGME web site (www.acgme.org);
 - Accreditation Council for Pharmacy Education (ACPE) as found on the ACPE web site (www.acpe-accredit.org);
 - Commission on Dental Accreditation (CODA) as found on the CODA web site (www.ada.org)
- 3. Educational Objectives** - Teaching for this rotation will be in relation to the objectives attached.
- 4. Program Director/Site Director** - The UNIVERSITY OF KENTUCKY program director responsible for the trainees in this specialty is: «**Program_Director**».
The FACILITY program director approving this educational assignment is: «**Facility_Program_DirectorPhysician_Supe**».
- 5. Faculty** - UNIVERSITY OF KENTUCKY faculty of the applicable accredited program will assume educational and supervisory responsibility for trainees during this rotation. These faculty members have an academic appointment in the applicable accredited sponsoring institution. Faculty will ensure training in relation to the educational objectives to be achieved, and will also ensure that trainee(s) is (are) provided orientation and/or training specific to the expectations of the trainee's role. Supervision will be appropriate to the licensure and privileges of the faculty member(s) under whom the trainee is being supervised; to the level of knowledge, experience and skills of the trainee; and to the level of care needed for the patient(s) to whom care is being provided.
- 6. Evaluation** - Formal evaluations of the trainee will occur at the conclusion of the rotation, and/or more frequently if requested by either the UNIVERSITY OF KENTUCKY or FACILITY program director. Evaluations will be completed on forms provided by the FACILITY program director or his/her designee.
- 7. Duration of Educational Assignment** - The duration of the rotation will be «**Duration_of_Assignment_in_days_or_week**».
- 8. Health and Background Screening Requirements** - FACILITY agrees to provide only trainees who meet the University of Kentucky's health requirements (<https://gme.med.uky.edu/news/uk-health-compliance-requirements-individuals-who-will-be-rotating-clinical-settings>). Each trainee must provide documentation of such to UNIVERSITY prior to rotation. Each trainee must have Medical Health Insurance (coverage must be in effect during any clinical rotation).
- 9. License/ACLS** - Prior to starting with UNIVERSITY, each trainee must have valid Kentucky medical license or "Registration for Practice Under Residency Rotation Exemption" form (<http://kbml.ky.gov/physician/Pages/Exemption-Waiver.aspx>). Each trainee must have current American Heart Association ACLS certification.
- 10. Policies and procedures that will govern trainee education** - While training at UNIVERSITY OF KENTUCKY, trainee will not be an employee of UNIVERSITY OF KENTUCKY; however, he/she will follow rules, regulations and policies applicable to his/her position as a trainee at UNIVERSITY OF KENTUCKY. Any complaints regarding the trainee will be made by the

faculty/supervisor to the UNIVERSITY OF KENTUCKY program director. All formal complaints will be investigated, and such investigations will be conducted so as to assure adequate due process for both the complainant and the accused, including the right to appeal any adverse actions.

11. **Credentialing** – FACILITY affirms that primary source verification of credentials has been completed for trainee including applicable school diploma and state license, I-9 verification, occupational health screening, criminal history check, sex offender registry check, healthcare sanctions check, prohibited parties check, and valid ECFMG and/or VISA as applicable. FACILITY shall provide such to UNIVERSITY OF KENTUCKY prior to the start of the rotation upon request.
12. **Compliance Training** – FACILITY affirms that the trainee has completed at minimum the following compliance training: corporate compliance, HIV, OSHA, Risk Management, HIPAA, Infection Control, Sleep and Fatigue management and Handoff training. FACILITY will provide proof of such to UNIVERSITY OF KENTUCKY upon request.
13. **Trainee privileges** - If UNIVERSITY OF KENTUCKY requires delineated clinical privileges, once requirements are met, trainee will be provided with UNIVERSITY OF KENTUCKY privileges for the period of time of the rotation.
14. **Compensation** - While on rotation at UNIVERSITY OF KENTUCKY, trainees will continue to receive a stipend and benefits through the FACILITY, and will not be paid by UNIVERSITY OF KENTUCKY. Unless otherwise stipulated, faculty/supervisor(s) will not receive monetary compensation for supervision of trainees under this agreement.
15. **Reimbursement** - The FACILITY will not be reimbursed by UNIVERSITY OF KENTUCKY for the time the trainee(s) is(are) engaged in training activities. The UNIVERSITY OF KENTUCKY will claim the trainee for reimbursement by Medicare during the rotation.
16. **The Joint Commission accreditation** - UNIVERSITY OF KENTUCKY training occurs in University of Kentucky owned or operated hospitals and/or clinics accredited by The Joint Commission, or by another recognized body with reasonably equivalent standards. UNIVERSITY OF KENTUCKY will notify the FACILITY in writing if there is a change in accreditation status within 30 days of that change.
17. **Medicare and Medicaid** - UNIVERSITY OF KENTUCKY agrees to follow all applicable Medicare and Medicaid rules and regulations governing billing of trainee services.

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

The undersigned parties hereby warrant and represent that they are duly authorized to enter into such agreement for the above mentioned organizations.

APPROVED BY:

RECOMMENDED BY:

UNIVERSITY OF KENTUCKY GME
Susan M. McDowell, MD
Associate Dean for Graduate Medical Education

FACILITY Signature
«Facility_Site_DirectorTitle_can_sign_c»

UNIVERSITY Signature
Program Director Signature
«Program_Director»

FACILITY Program Director Signature
«Facility_Program_DirectorPhysician_Supe»

Form Revised 12/05/14 (On-site – no reimbursement)