

March 28, 2019

Board of Directors and Management
Kentucky Medical Services Foundation, Inc.
Lexington, Kentucky
and
Board of Trustees and Management
University of Kentucky
Lexington, Kentucky

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to the following specified users: **KENTUCKY MEDICAL SERVICES FOUNDATION, INC. (KMSF)** and the **UNIVERSITY OF KENTUCKY (UK)**.

ENGAGEMENT OBJECTIVES AND SCOPE

We will apply the procedures enumerated in the attachment to this letter to assist KMSF and UK in assessing compliance with the Agreement between the board of trustees of UK and KMSF (Agreement) for the year ending June 30, 2019. The sufficiency of these requested procedures is solely the responsibility of the specified parties listed above. Consequently, we make no representation regarding the sufficiency of the procedures for the purpose for which the report has been requested or for any other purpose.

Because we have not been engaged to conduct an examination or review, we will not express an opinion or conclusion, respectively, on compliance with the Agreement. In addition, we have no obligation to perform any procedures beyond those listed in the attachment to this letter.

OUR RESPONSIBILITIES

We will conduct our agreed-upon procedures engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants.

Our engagement will not include a detailed examination of all transactions and cannot be relied upon to disclose misstatements that might exist due to error, fraud and illegal acts. However, we will inform you of any such matters, if material, that come to our attention.

We will submit a report summarizing the procedures performed and the results of those procedures. The report is intended solely for the information and use of UK and KMSF and is not intended to be and should not be used by anyone other than these specified parties.

Mary McKinley, partner, is responsible for supervising the engagement and authorizing the signing of the report or reports.

If, for any reason, we are unable to complete our procedures, we may decline to issue a report as a result of this engagement.

YOUR RESPONSIBILITIES

It should be understood that the management of KMSF is responsible for the proper recording of transactions and preparation of financial statements. Management of KMSF is also responsible for establishing and maintaining effective internal control over financial reporting and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards; and establishing appropriate controls to prevent, deter and detect fraud and illegal acts. Management of KMSF is also responsible for identifying and ensuring compliance with laws and regulations applicable to its activities and for establishing and maintaining effective internal control over compliance.

ENGAGING PARTY RESPONSIBILITIES

Management of UK is responsible for selecting the criteria applied to the subject matter and for determining the appropriateness of the criteria.

At the conclusion of our engagement, management will provide to us a letter confirming this responsibility, whether it is aware of any material misstatements in the subject matter or assertion, and that it has disclosed all known events subsequent to the period (or point in time) of the subject matter being reported on that would have a material effect on the subject matter or assertion.

RESPONSIBLE PARTY RESPONSIBILITIES

KMSF is responsible for providing a written assertion about the measurement or evaluation of the subject matter against the criteria, supplying us with all necessary information and for allowing us access to personnel to assist in performing our services. It should be understood that KMSF is responsible for the accuracy and completeness of these items, for the subject matter and the written assertion(s) referred to above.

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At the conclusion of our engagement, KMSF will provide to us a letter confirming the availability of this information, the written assertion(s), certain representations made during the engagement and acknowledging certain responsibilities outlined in this engagement letter.

OTHER SERVICES

We may perform other services for you not covered by this engagement letter. You agree to assume full responsibility for the substantive outcomes of those services, including any findings that may result. You also acknowledge those services are adequate for your purposes, and you will establish and monitor the performance of those services to ensure they meet management's objectives. Any and all decisions involving management responsibilities related to those services will be made by you, and you accept full responsibility for such decisions. We understand you will designate a management-level individual to be responsible and accountable for overseeing the performance of those services, and you will have determined this individual is qualified to conduct such oversight.

ENGAGEMENT FEES

Our fees for this agreed-upon procedures engagement are included in the 2019 UK engagement letter dated March 28, 2019.

Our fees are based upon the understanding that the personnel of KMSF and UK will be available to assist us. Assistance is expected to include:

- Preparing schedules and analysis
- Responding to inquiries
- Pulling selected documents from files
- Helping to resolve any difficulties encountered

We will provide you with a detailed list of assistance and schedules required and the date such assistance and schedules are to be provided before the engagement begins. All schedules should be provided in electronic form unless indicated otherwise.

Our timely completion of the engagement depends on timely and accurate schedule and analyses preparation and on the availability of the KMSF and UK personnel to provide other assistance. If there are inaccuracies or delays in preparing this material, or if we experience other assistance difficulties that add a significant amount of time to our work, our fees will increase. If these circumstances occur, we will promptly notify you to discuss alternative solutions and impact on our fees.

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Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. We will issue progress billings during the course of our engagement, and payment of our invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10%.

Our engagement fee does not include any time for post-engagement consultation with your personnel or third parties, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

If our invoices for this or any other engagement you may have with BKD are not paid within 30 days, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

OTHER ENGAGEMENT MATTERS AND LIMITATIONS

Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, we may be requested by regulatory or enforcement bodies to make certain workpapers available to them pursuant to authority granted by law or regulation. You agree that we have no legal responsibility to you in the event we provide such documents or information.

Limitation on Damages

UK agrees to be responsible for its own actions, the actions of its affiliates and subsidiaries and its officers, agents and employees to the extent and in the manner provided for by applicable law. We agree to indemnify and hold harmless UK, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions expenses, damages, costs (including attorney fees of UK's choice and court costs), expenses and all liabilities of any nature or kind arising out of or relating to our acts of negligence in performing hereunder.

UK agrees that BKD, its subcontractors and their respective personnel shall not be liable to UK for any claims, liabilities or expenses relating to the engagement (Claims) for an aggregate amount in excess of three times the fees paid by UK to BKD pursuant to this engagement except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of BKD or its subcontractors.

In no event shall BKD, its subcontractors or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits whether or not deemed to constitute direct Claims or any consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense relating to this engagement. In circumstances where all or any portion of the provision of this paragraph are finally judicially determined to be unavailable, the aggregate liability of BKD, its subcontractors and their respective personnel for any Claim shall not exceed an amount which is proportional to the relative fault their conduct bears to all other conduct giving rise to such Claims.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date. In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

This engagement letter along with UK's General Terms and Conditions, Personal Services Contract, Request for Proposal and related addenda, along with BKD's complete technical and financial proposal dated December 15, 2015, to RFP No. UK-1637-16 represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.

We may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

We will, at our discretion or upon your request, deliver financial or other confidential information to you electronically via email or other mechanism. You recognize and accept the risk involved, particularly in email delivery as the internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.

You agree you will not modify these documents for internal use or for distribution to third parties. You also understand that we may on occasion send you documents marked as draft and understand that those are for your review purpose only, should not be distributed in any way and should be destroyed as soon as possible.

Any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information.

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

We are an independent accounting firm allowed to use the name "Praxity" in relation to our practice. We are not connected by ownership with any other firm using the name "Praxity," and we will be solely responsible for all work carried out by us on your behalf. In deciding to engage us, you acknowledge that we have not represented to you that any other firm using the name "Praxity" will in any way be responsible for the work that we do.

BKD will provide to UK waivers of subrogation related to its general liability and automobile insurance. UK's management agrees no waivers of subrogation are necessary for professional liability, workers' compensation or employer's liability.

As it relates to RFP No. UK-1637-16, Section 6.22, BKD requests the following alternative language:

- UK understands that workpapers resulting from services performed under this contract are the property of the auditor and may be made available upon reasonable request.

Client lists or other confidential or proprietary information confidentially disclosed as part of the solicitation process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided by the *Kentucky Open Records Act*. Additionally, the contractor recognizes that any books, documents, papers, records or other evidence received during a financial audit or program review shall be subject to the *Kentucky Open Records Act*.

As it relates to UK's General Terms and Conditions Section 32 (c), (e) and (f), BKD requests the following alternative language:

- Upon UK's request, service provider will provide UK with a copy of its Information Security Program overview and make the service provider's information security office available to UK for questions.
- Service provider shall defend, indemnify and hold harmless UK, its agents, officers, board members and employees from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees, for any claims arising out of or in any way relating to any allegations of security breaches, violations of the Safeguard Rule, to the extent caused by service provider.
- Service provider shall reimburse UK for any reasonable damages, including, but not limited to, any costs it may incur required to reconstruct lost or altered information, resulting from any security breach, loss or alteration of customer information.

We will be pleased to discuss this letter with you at any time and look forward to the opportunity of serving you. If the above arrangements are acceptable to you, please sign the enclosed copy of this letter and return it to us. If the signed copy you return to us is in electronic form, you agree that such copy shall be legally treated as a "duplicate original" of this agreement.

BKD, LLP

BKD, LLP

The services and arrangements described in this letter are in accordance with our understanding and are acceptable to us.

KENTUCKY MEDICAL SERVICES FOUNDATION

BY 

Jay S. Grider, D.O.
President

DATE April 2, 2019

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and
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UNIVERSITY OF KENTUCKY

BY



Susan I. Krauss
Treasurer

DATE



3/29/19

Attachment

**Kentucky Medical Services Foundation, Inc. and
University of Kentucky**
Agreed-Upon Procedures
Attachment to Engagement Letter Dated March 28, 2019

Section 5 – Payments to University of Kentucky

1. We will obtain a listing of Request for Payments (RFP) of faculty, staff and current operating expense (COE) payroll and select a sample of four months for the year ending June 30, 2019.
2. We will agree the sample of RFP's to payments of actual annual costs by Kentucky Medical Services Foundation, Inc. (KMSF) to the University of Kentucky (UK) as prescribed in Items B, C and D of the contract.
3. We will trace the sample of payments to note whether they were paid within 30 days, as specified in the contract.

Section 6 – Reimbursement of Kentucky Medical Services Foundation, Inc.

4. We will obtain summary documentation of actual property management costs for the year ending June 30, 2019, and compare those costs to the negotiated rates paid by UK as discussed in Item G of the contract.
5. We will compare and agree the actual property management costs summary worksheet totals to the recorded general ledger balances.
6. We will select a sample of five items from the general ledger and compare and agree those items to supporting documentation, such as invoice or journal vouchers.

Section 7 – Cost Settlement

7. We will obtain documentation of the mutual agreement between KMSF and UK to enter into the cost sharing arrangement.
8. We will obtain the calculations for the cost sharing arrangement for the year ending June 30, 2019, and note payment between KMSF and UK.

Section 8 – Academic Enrichment Fund

9. We will inquire with KMSF management to determine if 8% of actual clinical income collected was deposited and maintained in an account by KMSF for the year ending June 30, 2019.
10. We will obtain a summary of the monthly clinical income deposited into the account maintained by KMSF and note whether 8% of the actual clinical income was deposited.

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Section 9 – Particular Covenants of KMSF

11. We will inquire of KMSF management as to whether any articles of incorporation were amended, bylaws adopted or other operating practices adopted that would effectively alter the character of KMSF during the year ending June 30, 2019.
12. We will inquire of KMSF management as to whether KMSF engaged in the practice of medicine, solicited, administered, received or accepted any gift, grant, devise or bequest with or from any governmental unit, entity or subdivision or any person, corporation, partnership, association or other entity whatsoever unless permitted by the contract during the year ending June 30, 2019.
13. We will inquire of KMSF management as to whether KMSF merged with any corporation or conveyed any substantial portion of its assets to another entity, except as permitted by the contract, during the year ending June 30, 2019.

Section 10 – Membership and Benefits

14. We will obtain a listing of all UK faculty in a clinical department or unit and select a sample of 25 employees. We will obtain the practice agreements between the employee, UK and KMSF.
15. We will inquire of KMSF management as to whether KMSF billed, collected or administered any item of income for any person or entity that does not hold membership in the plan during the year ending June 30, 2019.
16. We will obtain a listing of all voting board members of KMSF and agree that those members are members of the plan.
17. We will inquire of KMSF management whether any billing and collections on behalf of UK for instances which are covered under Section 10 Item D of the contract occurred. We will note the total revenue under these agreements. We will also obtain the proposed unified billing arrangements developed and agreed to by the parties and note whether it was reviewed by UK legal counsel.
18. We will inquire of KMSF management as to whether KMSF assumes responsibility for the costs of drugs and supplies used in patient care programs and clinics. We will also inquire if KMSF bills, collects and deposits in KMSF accounts revenue from these nonancillary items.

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19. We will inquire of KMSF management as to whether the Practice Agreements and Assignments were strictly enforced during the year ending June 30, 2019. We will inquire if any individual failed or refused to abide thereby and if it was promptly reported to UK.

Section 11 – Personnel

20. We will obtain a listing of the names and job titles of each employee employed under Section 11 Item A of the contract, and inquire of KMSF management whether this listing is complete and all-inclusive.
21. We will inquire of KMSF staff as to whether they employed any other persons, other than described in Section 11 Item A to perform services in UK patient care or college programs. We will obtain the name and job title of those individuals and note approval of employment by the Executive Vice President for Health Affairs and the Dean of the College of Medicine.

Section 18 – Provision of Professional Liability Insurance

22. We will inquire of KMSF management whether KMSF was required by the Medical Malpractice Claims Committee to deposit funds into a separate bank account within KMSF for the physicians pro rata share of malpractice claims during the year ending June 30, 2019.
23. We will obtain the Central Bank KMSF malpractice account reconciliation and account summary, and note whether KMSF paid both assessments and contributions of the pro rata share of the malpractice contributions during the year ending June 30, 2019.

Section 19 – Administration of Departmental Funds

24. We will obtain documentation and note whether KMSF maintains a separate account for funds held by KMSF for each of the departments as noted in Section 19 Item A of the contract.

Section 23 – Additional Activities

25. We will inquire of KMSF management as to whether KMSF provided or engaged in the practice of medicine or duplicated other activities of the University of Kentucky HealthCare Hospital System during the year ending June 30, 2019.