

CONSORTIUM AGREEMENT
BETWEEN
MICHIGAN STATE UNIVERSITY

and

HENRY FORD HOSPITAL ORAL & MAXILLOFACIAL SURGERY

This Agreement (“Agreement”) is by and between Michigan State University (“the University”) on behalf of its College of Human Medicine (“CHM”) and Henry Ford Health System on behalf of itself and its Henry Ford Hospital Oral & Maxillofacial Surgery Program (“Henry Ford Hospital”), and is effective as of the last dated signature to this Agreement.

RECITALS

WHEREAS, the University is a Michigan Constitutional body corporate exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code), that offers medical degrees to students who successfully complete the University’s medical school curriculum;

WHEREAS, Henry Ford Hospital is a Michigan nonprofit corporation exempt from federal income tax under Section (c)(3) of the Code that offers hospital services to the community and residency training programs, including a residency training program in oral & maxillofacial surgery;

WHEREAS, the University, CHM, and Henry Ford Hospital share common goals in the delivery of quality medical care to the community and medical education for students and residents, and in providing educational opportunities and experience for patient care training of residents;

WHEREAS, Henry Ford Hospital would like its oral & maxillofacial surgery residents (“OMFS Residents”) to have the opportunity to complete a medical degree while also completing their residency training program;

WHEREAS, the University and CHM wish to offer Henry Ford Hospital the opportunity for application to a coordinated medical degree program to such residents; and

WHEREAS, in furtherance of both parties’ shared educational and medical purposes, Henry Ford Hospital and the University each desire to enter into this Agreement, which sets forth and describes in detail the terms and conditions of the coordination between the University and Henry Ford Hospital on behalf of OMFS Residents.

NOW THEREFORE, in consideration of the mutual covenants of the parties to this Agreement and for other good and valuable consideration, Henry Ford Hospital and the University agree as follows:

ARTICLE I: PROGRAM

Each year, Henry Ford Hospital shall accept a maximum of three recent graduates of U.S. or Canadian Dental Schools (D.D.S./D.M.D.) who have been approved in advance by the CHM Admissions Committee, to enroll in the OMFS residency training program ("OMFS Residency Program" or "Program"). Pursuant to the terms of this Agreement, the University shall offer the opportunity to OMFS Resident candidates to apply for admission to CHM as regular, full-time students. The final responsibility for accepting students rests with the CHM Admissions Committee, and OMFS Resident applications will be reviewed and acted upon consistent with University and CHM policies and procedures pertaining to all applications. Any OMFS Resident successfully completing CHM and University degree requirements shall be awarded a Doctor of Medicine ("MD") degree.

After successful completion of all the required coursework set forth by the University, OMFS Residents will additionally complete the Commission on Dental Accreditation ("CODA") required rotations for completion of the OMFS certificate program. Total duration of the Program is contingent upon CHM's advanced placement option (1) that is acceptable to its curriculum committee and other faculty-led governance structures at the CHM and University levels, (2) which has been successfully reviewed and approved by the Liaison Committee on Medical Education ("LCME"), and (3) which meets applicable State of Michigan requirements. The Program has time devoted to formal Medical School Curriculum, Medical Electives, Adult and Pediatric Anesthesia, General Surgery, and Oral & Maxillofacial Surgery Rotations. Timing will be coordinated based upon LCME and CODA requirements.

ARTICLE II: SELECTION

2.1 Applicants. Henry Ford Hospital shall select a number of applicants for its OMFS Residency Program from its applicant pool who meet all Henry Ford Hospital requirements and which Henry Ford Hospital is willing to accept into the Program. These applicants will be offered an interview with Henry Ford Hospital and forwarded to the University's designated representative for consideration by the CHM Admissions Committee, which will have access to the applicants' complete application.

Those applicants' complete applications shall be sent to the University contact listed in Article X, Paragraph 10.15 by August 14 in 2023 and the second Friday in August of each subsequent year with secondary applications submitted by September 15 in 2023 and the second Friday in August of each subsequent year. Any prospective resident that does not meet the selection criteria for medical school enrollment set forth by the CHM Admissions Committee whether for ethical, academic, or other reasons, will be identified by the Committee and forwarded to the Henry Ford Hospital Program Director listed in Article X, Paragraph 10.11 of this Agreement, by December 11 in 2023 and the opening day of the match of each subsequent year.

Any applicant who does not meet the admissions standards of the University will not be ranked by Henry Ford Hospital. Henry Ford Hospital shall select three applicants from those deemed eligible for admission to the University to be offered positions as OMFS Residents. If the University desires to submit a ranked list of applicants in order of preference, this should be submitted to the Henry Ford Hospital Program Director listed in Article X, Paragraph 10.15 of this Agreement, by December 11 in 2023 and the opening day of the Match of each subsequent

year. This list will be taken into account by Henry Ford Hospital when selecting the final applicants but will not be binding on Henry Ford Hospital.

With the exception of applicants who have completed medical school training and received an M.D. or D.O. degree, Henry Ford Hospital will not attempt to accept a resident other than by the above-mentioned pathway. Henry Ford Hospital agrees to adhere to University admission standards.

2.2 Minimum Standards. No applicant shall be eligible for participation in the OMFS Residency Program without satisfying the following minimum standards:

- A. Applicants shall have received a DDS/DMD degree from an accredited educational institution.
- B. Applicants shall have earned a minimum Grade Point Average of 3.0 in both Undergraduate studies and Dental school.
- C. Applicants shall have matched with the OMFS Residency Program through the National Matching Services, Inc. Phase II OMFS match or accepted in a “scramble” situation, and been deemed eligible for admission by the MSU-CHM admissions committee as described in Article 2, section 2.1 of this Agreement.
- D. Applicants shall have submitted a Comprehensive Basic Science Assessment which is offered by the National Board of Medical Examiners. If an Applicant is admitted, the Comprehensive Basic Science Assessment will be the basis of awarding 41 (or other number as determined by MSU) credits toward completion of the MD Degree at MSU.

2.3 Pre-Matriculation Requirements. No OMFS Resident covered under this Agreement shall be allowed to enroll in University courses under this Agreement until all of the following requirements have been satisfied:

- A. By April 15 of the matriculation year, each OMFS Resident must contact the CHM Registrar’s Office in order to register;
- B. Submit official copies of transcripts to the CHM Admissions Office; and
- C. Submit the results of a criminal background check and other documentation as required by CHM and the University.

ARTICLE III: MD REQUIREMENTS

3.1 The University has developed an advanced placement option that is acceptable to its CHM curriculum committee and other faculty-led governance structures at the CHM and University levels, and which has been successfully reviewed and approved by the LCME and approved by Henry Ford Hospital. The University has considered OMFS Residents’ previous completion of D.D.S./D.M.D. degree and the additional rotations in Anesthesia,

Pediatric Anesthesia, General Surgery, and Oral & Maxillofacial Surgery when developing an advanced placement option.

The University may require curricular experiences designed to assist students in the transition to medical school and ensure students have appropriate foundational knowledge, and these experiences may include but are not limited to a boot camp and physical diagnosis course.

- 3.3 Core Curriculum. OMFS Residents will enroll and participate in medical school curriculum parallel with other M.D. students, including completion of all degree requirements.
- 3.4 Step Examinations. The University requires passage of USMLE Step 1 and 2 exams as part of the M.D. degree requirements. OMFS Residents are only allowed one retake opportunity should they fail Step 1 and two retake opportunities should they fail Step 2.

Henry Ford Hospital will conduct an academic review of students who fail either Step exam to determine whether they will be allowed to continue in the OMFS Program. Henry Ford Hospital will not allow an OMFS Resident to extend the length of time in which to complete the MD degree requirements due to failure to pass the Step Exams. OMFS Residents who are not allowed to continue in the Program will be suspended pending dismissal from CHM.

3.5 Voluntary and Involuntary Withdrawal.

- 3.5.1 Voluntary Withdrawal. Voluntary withdrawal from the OMFS Residency Program or from CHM will result in automatic withdrawal from both programs. OMFS Residents may be allowed to continue in a single program independently only after petition and review and only if the individual program makes an independent offer for continuation.
- 3.5.2 Involuntary Dismissal. OMFS Residents are held to the same standards as other students in the M.D. degree program and are subject to the same terms for involuntary dismissal.
- 3.5.3 Tuition Payment. Payment and refund policies are determined by the University and will be the same as those that apply to other students in the M.D. degree program. OMFS Residents will be required to pay MSU tuition when they are enrolled in MSU-CHM courses.
- 3.5.5 Appeals. OMFS Residents facing involuntary dismissal from the University may appeal their dismissal through the process available to all CHM students. OMFS Residents facing dismissal from the Program may appeal their dismissal through the process available to all Henry Ford Hospital residents.

- 3.6 No Moonlighting. During the medical school training while OMFS Residents are attending the University, they are expected to focus their full efforts on successfully

completing the required University curriculum. In order to ensure their success at the University, neither Henry Ford Hospital nor any of its affiliated hospitals or other related healthcare providers shall hire or pay a stipend to an OMFS Resident during the period in which they are attending the University. Failure to comply with this will result in involuntary dismissal from the OMFS Program. Notwithstanding the previous statement, employment of and payment to OMFS Residents as a resident in the Program shall not be considered moonlighting.

- 3.7 Award of Degree. Once an OMFS Resident has completed all degree requirements as approved by the CHM and University governance structures and the LCME, the University shall award the resident an M.D. degree. OMFS Residents shall be permitted to participate in the University's commencement ceremony in the year in which they are awarded their M.D. degree.
- 3.8 Subject to the provisions of Section 3.5.1 of this Agreement, OMFS Residents shall not be eligible to participate in the University's Electronic Residency Application System ("ERAS"), which places recent medical school graduates in residency programs throughout the country. Additionally, neither Henry Ford Hospital nor any of its affiliated hospitals shall admit any OMFS Resident into any residency program other than the OMFS Residency Program. Provided, however, that once an OMFS Resident has successfully completed the entire OMFS Residency Program then he/she may be admitted to other residency programs at Henry Ford Hospital and its affiliated hospitals.

ARTICLE V: REPORTING

5.1 University Reporting Requirements.

- 5.1.1 Periodic Academic Reports. For each OMFS Resident who has signed appropriate releases allowing for the disclosure of his/her educational records, the University will provide Henry Ford Hospital with notification of whether the OMFS Resident is progressing through the curriculum at the end of each academic year.
- 5.1.2 Unsatisfactory Academic Performance Reports. For each OMFS Resident who has signed appropriate releases allowing for the disclosure of his/her educational records, the University will report to Henry Ford Hospital any unsatisfactory performance by the OMFS Resident in his/her University coursework. Unsatisfactory performance is any performance that results in revocation of academic good standing.
- 5.1.3 Step Exam Reports. For each OMFS Resident who has signed appropriate releases allowing for the disclosure of his/her educational records, the University will report to Henry Ford Hospital the OMFS Resident's results on their USMLE Step 1 and Step 2 exams. In the event that an OMFS Resident fails one of these exams, the University will provide a timetable for re-exam.

5.2 Henry Ford Hospital Reporting Requirements.

5.2.1 OMFS Resident Dismissal. Henry Ford Hospital shall immediately report to the University any OMFS Resident who has been dismissed from the OMFS Residency Program. Dismissal from the Program for cause will result in dismissal from the Program, including pursuit of the M.D. degree. Residents may be allowed to continue in a single program independently only after petition and review and only if the individual program makes an independent offer to the resident for continuation.

5.3 Contact Person. All reports required under this Article V shall be made to the individual listed in Article X, Paragraph 10.15 of this Agreement.

5.4 Educational Records. The University will maintain all educational records and reports relating to the OMFS Residents while in the M.D. educational program and will comply with all Family Educational Rights and Privacy Act ("FERPA") requirements, and any other state or federal requirements regarding all disclosure of student educational records. To the extent it generates or maintains educational records related to an OMFS Resident enrolled in the M.D. educational program, Henry Ford Hospital agrees to comply with FERPA and the same requirements applicable to University while limiting access to these records to employees or agents with a need to know.

ARTICLE VI: SUPERVISION

6.1 Henry Ford Hospital Obligations.

6.1.1 Supervision. Henry Ford Hospital shall be responsible for supervising all OMFS Residents during their rotations at Henry Ford Hospital. Where OMFS Resident disciplinary action may be warranted, including termination, Henry Ford Hospital shall have the sole responsibility for conducting and directing any administrative due process that it includes as part of its residency programs.

6.1.2 Policies. During their rotations at Henry Ford Hospital, OMFS Residents shall be governed by all applicable Henry Ford Hospital policies, rules, regulations, and codes of conduct, and the guidelines established by the ACGME and CODA, the Joint Commission and/or other applicable accrediting bodies as they currently exist and as modified from time to time. Henry Ford Hospital shall comply with ACGME and CODA Duty Hours regulations.

6.1.3 Dismissal. Henry Ford Hospital may dismiss from its residency programs and/or remove from Henry Ford facilities any OMFS Resident who materially fails to follow such policies, rules, regulations and bylaws, or who, in the reasonable opinion of Henry Ford Hospital, presents an imminent danger or is unruly disruptive to the well-being of Henry Ford Hospital, its patients, staff and/or visitors. All such dismissals and/or removals will be accompanied by notice to CHM and University of the reason(s) therefor. Dismissal from Henry Ford Hospital for cause will result in dismissal from the OMFS program, including pursuit of the M.D. degree.

6.2 University Obligations.

6.2.1 Supervision. The University shall be responsible for supervising the OMFS Residents during the time in which they are satisfying their degree requirements at the University. The University shall have sole discretion as to all academic matters related to such requirements.

6.2.2 Policies. While they are attending the University, OMFS Residents shall be governed by all University policies, rules, regulations, and codes of conduct that apply to all other University students, including those related to discipline and dismissal.

ARTICLE VII: FINANCIAL OBLIGATIONS

7.1 Resident Salary and Benefits. Henry Ford Hospital shall pay all applicable salary and fringe benefits to the OMFS Residents, including worker's compensation and health or medical insurance in accordance with its GME policies. The University shall not be responsible for paying or reimbursing Henry Ford Hospital for any such expenses. OMFS Residents shall not be employed by Henry Ford Hospital or Henry Ford Health System until they begin the portion of the Program on the OMFS service at Henry Ford Hospital at which time they will be eligible to receive from Henry Ford Hospital standard PGY-level salaries although they are still enrolled at the University.

7.2 Tuition. Each OMFS Resident shall pay tuition as provided in this Agreement, directly to the University in the amount in effect for all University medical students at the time of the OMFS Resident's matriculation at the University. Henry Ford Hospital shall not be responsible for paying or reimbursing the University for any of the students' tuition payments.

7.3 No Other Payments. Neither Henry Ford Hospital nor the University shall be required to make any payments to the other party, for any reason, under this Agreement.

ARTICLE VIII: TERM & TERMINATION

8.1 Term. This Agreement shall become effective as of the last dated signature and shall continue for an initial term of six (6) years, unless earlier terminated as provided for below.

8.2 Termination of Agreement. Notwithstanding anything else in this Agreement to the contrary and subject to Section 8.3 of this Agreement, this Agreement may be terminated:

- A. by either party, without cause, if written notice of termination is given to the other party at least one year before the termination is effective;
- B. by either party, for cause, if written notice of a material breach of this Agreement is given to the breaching party, and the breaching party is allowed at least ninety (90) days after receipt of the notice of breach to cure the breach, after which, if the breach has not been cured, the notifying party may terminate this Agreement immediately, with written notice to the breaching party in advance of the date of termination; or

- C. if the Henry Ford Hospital OMFS Residency Program is discontinued for any reason, the University shall have the right to immediately terminate this Agreement upon written notice to Henry Ford Hospital.

8.3 Effect of Termination. In any case of termination, whether for cause or not for cause, if, in the parties' sole discretion it is possible, the parties will allow those OMFS Residents receiving instruction at the University at the time that the termination of this Agreement becomes effective to complete their OMFS Residency Program at the University and at Henry Ford Hospital.

ARTICLE IX: INDEMNITY AND INSURANCE

9.1 Insurance.

- A. Henry Ford Hospital will provide general comprehensive and professional liability insurance or self-insurance, each with policy limits of \$1,000,000 for each claim and \$3,000,000 in the aggregate, covering each OMFS Resident while the resident is on rotation at Henry Ford Hospital and performing services hereunder and at clinic sites performing activities related to such rotation. In the event that any of the required coverage is provided on a claims-made basis, Henry Ford Hospital will provide so-called tail coverage at the limits of liability described herein for such time as the applicable statute of limitations permits the filing for claims arising in connection with the OMFS Resident's services at Henry Ford Hospital.
- B. The University shall maintain general comprehensive insurance or self-insurance, with policy limits of \$1,000,000 for each claim and \$3,000,000 in the aggregate, covering faculty services provided under this Agreement.
- C. Each party shall provide worker's compensation insurance with policy limits required by Michigan law, covering only its employees.

ARTICLE X: GENERAL PROVISIONS

10.1 Independent Contractor Status. Nothing contained herein shall be construed to create an employment or principal-agent relationship or joint venture between the University and Henry Ford Hospital. Neither party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever.

10.2 Compliance with Laws. Each party will be individually responsible for compliance with all laws, including anti-discrimination and privacy laws, which may be applicable to their respective activities under this Agreement.

10.3 Confidentiality. University understands and acknowledges that, in the performance of its respective responsibilities hereunder, University may have access to protected health information ("PHI"), as that term is defined by Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as may be amended from time to time ("HIPAA"). With respect to PHI, University agrees that it will: (1) not use or further disclose PHI other than as permitted by this Agreement or required by law; (2) use appropriate safeguards to prevent

use or disclosure of PHI other than as permitted by this Agreement or required by law; (3) report to Henry Ford Hospital any unauthorized use or disclosure immediately upon becoming aware of it; (4) comply with all applicable laws and regulations, including the privacy and security standards of HIPAA; and (5) mitigate, to the extent applicable and practicable, and harmful effect that is known to University of a use or disclosure of PHI that is in violation of this Agreement.

10.4 Nondiscrimination. Neither party will discriminate against any employee, OMFS Resident, or applicant for employment or participation in a residency program: (1) because of race, color, creed, religion, national origin, age, marital status, gender, sexual orientation, or any other protected class under applicable state law; (2) on the basis of handicap in violation of federal and applicable state law and regulations; or (3) for any other unlawful reason.

10.6 Corporate Compliance Program and Code of Conduct. Henry Ford Hospital has in place a Corporate Compliance Program and Code of Conduct ("CCP/CC"), which has as its goal to ensure that Henry Ford Hospital complies with federal, state, and local laws and regulations. The CCP/CC focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. University acknowledges Henry Ford Hospital's commitment to corporate responsibility and agrees to conduct all business transactions which occur pursuant to this Agreement in accordance with the underlying philosophy of corporate responsibility adopted by Henry Ford Hospital. University further agrees to disclose immediately any proposed or actual debarment, exclusion, or other event that make University ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs.

10.7 No Third-Party Beneficiaries. This Agreement is intended only to benefit the University and Henry Ford Hospital. The parties have no intention to create any interests for any other party. Specifically, no interests are intended to be, or are in fact, created for any patients, for any faculty member or OMFS Resident; for any parent, guardian, spouse, or relative of any patient, faculty member or OMFS Resident; for any employer, or prospective or future employer, of any patient, faculty member or OMFS Resident.

10.8 Entire Agreement. This Agreement states the entire Agreement and understanding between the parties about its subject matter. All past discussions, agreements, practices, and understandings, whether oral or written, whether formal or informal, are superseded by this Agreement.

10.9 Headings. The headings of Sections and Articles in this document are for convenience of reference only and are not part of this Agreement.

10.10 Waivers. No part of this Agreement may be waived except by the further written agreement of the parties. Forbearance in any form from demanding the performance of a duty owed under this Agreement is not a waiver of that duty. Until complete performance of a duty owed under this Agreement, the party to which that duty is owed may invoke any remedy under this Agreement or under law, despite its past forbearance in demanding performance of that duty.

10.11 Survival of Duties. Article IX shall survive the termination of this Agreement. If any OMFS Residents are in process of completing their MD degree at the University at the time of the termination of this Agreement, then Article III shall also survive the termination of this Agreement.

10.12 Changes to Agreement. No part of this Agreement, including this Section, may be changed, except in writing through another document signed by both parties.

10.13 Assignment. This Agreement may not be assigned by either party without 30 days' notice to or the prior written consent of the other party. A merger of either party with another party shall be considered an assignment under this Agreement.

10.14 Governing Law. This Agreement shall be subject to and governed by the laws of the State of Michigan.

10.15 Notice. Any notice given under this Agreement by either party shall be directed to the addressee at the addresses listed below, unless prior written notice of change of address has been furnished, in which case such changed address shall be used. Notice shall be effective on the date of posting.

A. Henry Ford Health Systems
Attn: Benjamin T. Barbetta, D.M.D., M.D.,
Program Director
Department of Otolaryngology
Oral & Maxillofacial Surgery
2799 W. Grand Blvd., K-8
Detroit, MI 48202

w/copy to General Counsel at:
Henry Ford Health
General Counsel
One Ford Place –Ste. 4B
Detroit, MI 48202

B. Michigan State University School of Medicine
Attn: Aron Sousa, M.D., F.A.C.P.
Dean
Michigan State University College of Human Medicine
965 Wilson Rd., Ste. A110, E. Fee Hall
East Lansing, MI 48824
w/ copy to Michael Braem, JD, braemmic@msu.edu

Signatures located on the next page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by officers duly authorized and empowered by the University and Henry Ford Hospital to commit same to the terms of this Agreement.

**HENRY FORD HEALTH SYSTEM
DEPARTMENT OF OTOLARYNOLOGY
ORAL & MAXILLOFACIAL SURGERY**

MICHIGAN STATE UNIVERSITY

By: _____

By: _____

Name: Steven Chang, M.D.

Name: Norman Beauchamp, Jr., MD, MHS

Title: Chair, Otolaryngology

Title: EVP, Office of Health Sciences

Date: _____

Date: _____

By: _____

By: _____

Name: Benjamin T. Barbetta, DMD, MD

Name: Aron Sousa, MD, FACP

Title: Program Director, Oral & Maxillofacial Surgery

Title: Dean, College of Human Medicine

Date: _____

Date: _____

By: _____

Lynn Kriser, JD
Office of the General Counsel
Approved As to Form

Name: Kimberly Baker-Genaw

Title: ACGME DIO Henry Ford Hospital

Date: _____