COLLEGE OF MEDICINE PRACTICE PLAN ADDENDUM

Preamble: This Addendum (the “Addendum”) supplements Administrative Regulation (AR) 3:14 and provides specific information concerning the practice plan of College of Medicine (the “College” or “Unit”). It may be referred to as the College of Medicine Unit Practice Plan Addendum.

General: An annual contract (the “Annual Contract”) is not (check one) authorized with an approved Fiscal Agent (not required if Fund serves as Fiscal Agent). If authorized, the annual contract is part of this Addendum and incorporated by reference, herein. If a conflict in terms arises between the Annual Contract and the College or Unit Addendum, terms of the Annual Contract shall take precedence.

Specific: College or Unit Addendum Modifications, below, are made in reference to the specific paragraphs of Administrative Regulation (AR) 3:14, Practice Plans for Health Science Colleges and University Health Services.

I. Introduction
The terms set forth in AR 3:14, Paragraph I, are not subject to local modification.

II. Scope

The Plan Members are faculty in the: full time clinical faculty and all designated part time having M.D. or D.O. degree

-------------------------------------------------------------------------------------------------

Services provided by Plan Members incident to the care of patients and to all other activities which are a part of the health care programs of the University are included in the Plan. This includes compensation, income and payments (direct or in kind, and whether characterized as fees, retainers, or otherwise) for professional services rendered or to be rendered, including, but not limited to, those relating to: (a) the diagnosis, treatment, and evaluation of patients; (b) the provision of therapeutic products for patients or others; and, (c) consultation with patients.

In addition, the following professionally generated income is included in the plan (unless exception granted): (check “yes” or “no”)

YES  x  NO Direct and in-kind payments (excluding actual out-of pocket costs) for providing (a) advice, (b) professional consulting services, (c) service on boards, committees, commissions, or the like, and (d) oversight, supervision, or other participation with any entity or person involved with health or medical care are included in the Plan.

YES  x  NO Witness fees and payments relating to depositions, testimony, or other evaluations in the capacity of a witness;
YES  x  NO  ______ Professional fees and compensation for educational consulting in medical and pharmacy focused programs in conjunction with the pharmaceutical industry and/or other external agencies;

YES  ______ NO  x  ______ Honoraria;

YES  ______ NO  x  ______ Unassigned income from publications;

YES  ______ NO  x  ______ Prizes for personal past achievements and not for services rendered;

YES  ______ NO  x  ______ Special administrative stipends paid by the University for performing administrative assignments beyond those normal to academic appointments;

YES  ______ NO  x  ______ Income for a profession or activity unrelated to the professional education, experience, or training that qualifies members of the Plan for a University appointment;

YES  ______ NO  x  ______ Payments for service to NIH or other governmental peer review research project site visits or review activities;

YES  x  NO  ______ Any reimbursement and fees associated with regular continuing education programs funded by the College;

YES  x  NO  ______ Other income which relates to or would not exist but for the professional education, experience, or training that qualifies members of the Plan for a University appointment.

III. Definition Details
The Fiscal Agent, if other than the Fund, of the Plan is: Kentucky Medical Services Foundation, Inc. (KMSF)

The Practice Plan Committee consists of: All elected members of the KMSF Board

Department or Division Plans  x  are ______ are not authorized. If authorized, the following requirements apply (first five apply, unless an exception is granted by the Provost and EVPHA:

 x  Written Document
 x  Approval by Dean
 x  Approval by Provost
 x  Approval by EVPHA
 x  Legal Review
 x  Annual Audit
The Plan Service Account is maintained by: ___the Fund; ___ Other
Specify: KMSF

The Billing Agency is: KMSF

The Plan Member Documents include:

___ Practice Agreement
___ Assignment for Billing to: KMSF
___ Non Compete or Restrictive Covenant (post 2004 hires)
Other (specify)

An example of the form of each is attached hereto, as Collective Attachment III, and incorporated by this reference.

IV. Underlying Principles
The principles set forth in AR 3:14, Paragraph IV, are not subject to modification.

V. Setting of Charges
Any special terms concerning the setting of fees are attached hereto as Attachment V, which is attached hereto and incorporated herein by this reference.

VI. Billing and Collection.
The college billing and collection process, if in more detail than AR 3:14, Paragraph VI, is described in Attachment VI, which is attached hereto and incorporated herein by reference. (See General Attachment)

VII. Use of Funds Deposited in the Plan Services Account
The terms set forth in AR 3:14, Paragraph VII, are not subject to modification.

VIII. Plan Administrator and Budget.
The Plan Administrator is: KMSF

The College budget process, if described in more detail than AR 3:14, Paragraph VIII, is described in Attachment VIII, which is attached hereto and incorporated herein by reference.

IX. Provisions for Faculty Salary Supplemental Compensation
The percent of net revenue to be allocated for supplemental compensation is determined and reviewed and approved in advance by the EVPHA and the Provost

The College shall retain 8% percent of collected fees for its use in professional* development, educational promotion, academic enrichment and related endeavors. Any special retention of funds or fees is described in Attachment VII, which is attached hereto and incorporated herein by reference.
The Frequency of Distributions is:  x  monthly;  ____ quarterly;  ____ other
(Specify) Department plans may specify other distribution ______________________

X. The Practice Plan Committee.
The terms set forth in AR 3:14, Paragraph X, are not subject to modification.

XI. Limitations on Practice by Plan Members.
Any additional modifications or limitation on practice are attached as Attachment XI,
which is attached hereto and incorporated by this reference. The Board action of June 19,
1978, and subsequent amendments are incorporated herein by this reference and attached
as Attachment XI. It is the intention for this Addendum to be administered in accordance
with its terms to the extent practicable.

XII. Exceptions and Appeals
Any modifications to the grievance procedure are described in Attachment XII, which is
attached hereto and incorporated by this reference.

Any Special Provisions are attached hereto, as the Special Provisions Attachment, and
incorporated by this reference. If any Attachment referenced herein is not included, the
Attachment is conclusively presumed to be omitted intentionally.

XIII. Effective Date.
This Addendum shall be in force for a term beginning July 1, 2009 and ending June 30,
2010. It shall automatically renew for any number of successive one year terms unless
terminated or modified by a writing signed by the approving parties, below.

APPROVING PARTIES:

DEAN, College of Medicine

(Signature)

PROVOST:

(Signature)

EVPHA:

(Signature)