

## COLLEGE OF NURSING 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 Nursing\_\_\_ (the “College” or “Unit”). It may be referred to as the College of \_\_\_Nursing\_\_\_\_\_or \_\_\_Nursing\_\_\_ Unit Practice Plan Addendum.

General: An annual contract (the “Annual Contract”) \_\_\_\_\_is \_\_X\_\_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 (title series, appointment periods, University Health Services): any title series , half time and higher FTE, regardless of period of appointment, in the College of Nursing during the faculty member’s period of assignment and which are a part of the faculty member’s negotiated distribution of effort for the University. The only exception will bet those faculty members who were at the University at the time the Plan was originally established and chose not to join.

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: (check “yes” or “no”)**

YES\_\_\_\_\_ NO\_\_X\_\_\_ 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\_\_\_\_ NO\_\_X\_\_\_ Witness fees and payments relating to depositions, testimony, or other evaluations in the capacity of a witness;

YES\_\_\_\_ NO\_\_X\_\_\_ 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 for lectures;

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\_\_\_\_ NO\_\_X\_\_\_ Any reimbursement and fees associated with regular continuing education programs funded by the College;

YES\_\_\_\_ NO\_\_X\_\_\_ 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: \_\_n/a\_\_\_\_\_

The Practice Plan Committee consists of: 4 faculty members elected by the nursing faculty, the Associate Dean for Practice and Community Engagement, the Dean of the College of Nursing all as voting members. Faculty member terms shall be for 2 years running July 1-June 30, with 2 members rotating off each year. During the first election, two faculty members will be elected for one year, and two will be elected for two years; thereafter all terms will be for 2 years.\_\_\_\_\_

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

\_\_\_\_Written Document

\_\_\_\_Approval by Dean

Approval by Provost  
 Approval by EVPHA  
 Legal Review  
 Annual Audit

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Plan Service Account is maintained by:  the Fund;  Other  
Specify \_\_\_\_\_

The Billing Agency is:  The College of Nursing Business Office \_\_\_\_\_

The Plan Member Documents include:

Practice Agreement  
 Assignment for Billing to: \_\_\_\_\_  
 Non Compete or Restrictive Covenant  
 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.

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: Dean of the College of Nursing \_\_\_\_\_.

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, as determined by the EVPHA and the Provost does not occur at this time.

The College shall retain a variable 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: \_\_\_\_monthly; \_\_\_\_quarterly; Xother (Specify)will be determined at the end of the each year if revenue is sufficient to offer any distributions\_\_\_\_\_.

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.

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 \_\_\_\_\_

\_\_\_\_\_  
(Signature)

PROVOST:

\_\_\_\_\_  
(Signature)

EVPHA:

\_\_\_\_\_  
(Signature)

**Attachment III**  
**UNIVERSITY OF KENTUCKY**  
**COLLEGE OF NURSING**  
**PRACTICE PLAN AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (hereinafter "Practitioner"), the University of Kentucky (hereinafter "University"), and The Fund for Advancement of Education and Research in the University of Kentucky Chandler Medical Center (hereinafter THE FUND).

1. The Practitioner accepts the provisions of the College of Nursing Faculty Practice Plan established by the University's Board of Trustees on \_\_\_\_\_, said Board action being incorporated by reference herein.
  
2. Practitioner assigns to THE FUND all of that portion of her/his "professionally generated income," as that term is hereinafter defined, for billing and collection. Excluded from the following definition is income from publications, honoraria for lectures, and grants. These are excluded from the Plan, but remain subject to policies and regulations of the College of Nursing and the Board of Trustees.

Professionally generated income is defined as:

- (1) all 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 the diagnosis, treatment or evaluation of patients/clients and consultation;
  
- (2) all payments whether direct or in kind (excluding actual out-of-pocket costs) for providing advice, consultation, serving on boards or committees, overseeing, supervision or other participation with any person or entity involved with (a) health or medical care, (b) evaluation or care of patients, (c) drugs, (d) therapy of any kind, (e) health or medical care of any other type; and
  
- (3) all other income which relates to and would not exist but for the license, certification, professional education, experience, or training which is the basis for faculty appointment in the College.

The Dean of the College of Nursing has the authority to interpret the definition of professionally generated income described above and exclude certain income-generating activities which are not within the scope of the University Of Kentucky College Of Nursing.

Exclusion:

3. Practitioner agrees that her/his professional practice shall be confined to facilities of the University or such other locations that have been approved by the Dean of the College. Exceptions to this requirement may be made required by professional ethics in emergencies.

4. THE FUND agrees to carry out the necessary functions and to assume the responsibilities in the administration of professionally generated income under the College of Nursing Faculty Practice Plan.

5. The term of this agreement is for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

Practitioner \_\_\_\_\_  
Signature Date

Dean, College of Nursing \_\_\_\_\_  
Signature Date

THE FUND Chair \_\_\_\_\_  
Signature Date

## Attachment VII

### Article VII Use of Funds Deposited in the Plan Services Account

The College shall retain an amount of overhead from contracts that we can from each contractual arrangement based on the financial viability of each site. The College contracts with many “safety-net” providers and we find that often an overhead assessment is not viable for the site. The College does in some situations collect fees over the costs of the services provided. In those situations, the Dean uses a portion of these funds to support the professional development, educational promotion, academic enrichment and other related endeavors of the College.