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”) ___x___ is ___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 plan¹: (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.

¹ If the remuneration, fee, compensation, or honoraria for the items below checked “NO” exceeds $5,000 from an individual vendor or organization or $25,000.00 in the aggregate in a fiscal year, the outside opportunity must be reviewed by a committee appointed by the Dean to advise the Dean whether a conflict of commitment or a conflict of interest exists, and how much, if any, of the remuneration, fee, compensation, or honoraria must be included in the Plan.
YES____ NO   x   Occasional witness fees and payments relating to
depositions, testimony, or other evaluations in the capacity of a witness. This would
be above work described in the faculty member’s DOE and/or part of base salary
support expectations;

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: 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 EVP HA:
   ___ x   Written Document
   ___ x   Approval by Dean
   ___ x   Approval by Provost
   ___ x   Approval by EVP HA


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
- ___ 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, as determined 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, 2017 and ending June 30, 2018. 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] 6/20/2017

PROVOST:

[Signature] 6/21/2017

EVPHA:

[Signature]