COLLEGE OF PHARMACY PRACTICE PLAN ADDENDUM

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

General: An annual contract (the “Annual Contract”) is not 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 1, are not subject to local modification.

II. Scope
The Plan Members are faculty performing services in the Pharmacist Care program.

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 evaluation, treatment, and monitoring of patients; (b) the provision of therapeutic products for patients or others; and, (c) consultation with patients and/or their families.

None of the following generated income sources are included in the Plan:

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 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. Describe:

________________________________________________________________________

________________________________________________________________________

III Definition Details.
The Fiscal Agent, if other than the Fund, of the Plan is: N/A

The Practice Plan Committee retains the rights to outsource some or all of the management should the needs exceed the time and/or abilities of the practice plan committee members.

The Practice Plan Committee consists of: The Dean, Assistant Dean for Finance, Director of Pharmacy Services and up to three elected faculty members from the Department of Pharmacy Practice and Science.

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: ___X___ the Fund; ____ Other
Specify

The Billing Agency is: Kentucky Medical Services Foundation, Inc. (KMSF)

The Plan Member Documents include:
___X___ Practice Agreement
___X___ 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____, 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 ___N/A___, 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 ___N/A___, 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: the Assistant Dean for Finance and Administration.

The College budget process, if in more detail than AR 3:14, Paragraph VIII, is described in Attachment ___N/A___, 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 is 95%.

The College shall retain 5 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; ___X___ quarterly; ____ other
(Specify)_________________________________________________________________
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 April 1, 2010 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 Pharmacy

[Signature]

PROVOST:

[Signature]

EVPHA:

[Signature]