

## 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”)   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 plan<sup>1</sup>: (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.

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<sup>1</sup> 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  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  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  Honoraria for lectures;

YES \_\_\_ NO  Unassigned income from publications;

YES \_\_\_ NO  Prizes for personal past achievements and not for services rendered;

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

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

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

YES \_\_\_ 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  are \_\_\_ 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 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  
(Signature)

PROVOST:

[Signature]  6-21-2017  
(Signature)

EVPHA:

[Signature]   
(Signature)