Amendment to Collected Rules and Regulations
470.010 Clinical Psychology Faculty Professional Practice Plan, UMSL

The proposed change by UMSL would amend section 470.010 Clinical Psychology Faculty Professional Practice Plan of the Collected Rules & Regulations to include participation of non-tenure track members from the UMSL Psychology department. This proposed change was initiated by the Department of Psychological Sciences with the unanimous consent of the tenure track faculty. UMSL Dean of the College of Arts and Sciences, Provost and Chancellor have endorsed this revision.

This revision has also been reviewed and approved by General Counsel.
Recommended Action – Revision to the Collected Rules and Regulations, Section
470.010 Clinical Psychology Faculty Professional Practice Plan, UMSL

It was recommended by Chancellor Thomas F. George, endorsed by Executive Vice President Henry C. Foley and President Timothy M. Wolfe, recommended by the Academic, Student and External Affairs Committee, moved by Curator ______________, seconded by Curator ____________________, that the following action by approved:

that the Collected Rules and Regulations 3470.010 Clinical Psychology Faculty Professional Practice Plan be revised.

Roll call vote of the Board: 

Curator Covington
Curator Cupps
Curator Graham
Curator Henrickson
Curator Phillips
Curator Snowden
Curator Steelman
Curator Steward

The motion _________ by a vote of __________.
Collected Rules and Regulations
Medical and Dental Schools and Services
Chapter 470.010: UMSL Clinical Psychology Faculty Professional Plan

470.010 UMSL Clinical Psychology Faculty Professional Practice Plan

The Clinical Area Faculty of the Department of Psychology, University of Missouri-St. Louis recognizes the right of full time members of its faculty, within the limits herein set out and to the extent consistent with the proper discharge of their primary duties, to engage in the professional practice of psychology, to utilize in such practice the facilities of the University, to charge fees for their services in such practice, and to share in such fees as hereinafter provided.

A. Purposes of the Plan
1. To recognize that high quality patient care is related to faculty participation in teaching and research. Furthermore high quality clinical teaching and maintenance of clinical skills is dependent upon the faculty being engaged in the direct delivery of psychological services.

2. To provide a place for the referral of patients who may require the special services or talents of the variety of specialists found at the Department of Psychology.

3. To provide a model for studying methods in the delivery of psychological services.

4. To provide a teaching tool whereby clinical psychology students may observe psychological treatment provided by faculty role models.

5. To provide a mechanism to support the operations of the Community Psychological Service, the primary clinical training mechanism of the doctoral program in clinical psychology.

6. To inhibit the loss of highly qualified faculty to other academic institutions and private practice because of differences in compensation.
7. To establish and maintain a set of policies for the management of professional fee income which is sufficiently flexible to respond to the needs of all participating individuals.

8. To establish an agreed upon methodology of professional fee generation, distribution and utilization to accomplish the above purposes.

B. Participants

1. This plan as outlined is available to all clinical psychologists who are full time faculty of the University of Missouri-St. Louis, who as part of their professional fees for patient care related services which is assigned to the University. Eligible faculty are those who have a full-time, tenure track or non-tenure track appointment at the University and are members of the Psychology Department. All participants will be limited by the stipulation that they may devote no more than one day total per week during the academic year to the Practice Plan or to other clinical or consulting activities outside the University.

2. For each participant, a written agreement shall be executed annually and filed in the office of the Dean. Each agreement shall contain a statement that the participant will abide by all provisions of the plan.

3. Termination of full-time employment with the Department of Psychology of the University of Missouri-St. Louis automatically terminates participation in the practice plan.

4. Each participant will be governed by the following:
   a. The laws governing the practice of psychology in the State of Missouri.
   b. The general rules of the University of Missouri.
   d. The rules and regulations as set forth in this plan.
   e. During the academic year, each participating faculty member may treat a maximum of 5 clients per week and may not devote more than 8 hours to the practice in any given week. This limitation shall hold during the summer months as well, if the faculty member has
a summer appointment at the University. The weekly time involvement of participants will be reviewed quarterly by the participating faculty and chairperson of the Psychology Department, and appropriate recommendations made to each participant.

f. No clients will be assigned to participating faculty until student caseloads are filled. Then client assignments will be made on a rotating basis.

g. Except as noted in e. and f. above, participants will be allowed to see clients of their own choosing or clients who have selected them.

h. Participants will arrange for the timely notification of cancellation of clients as necessary. In all of items e.-g. the participants recognize the need for continuity of care and will make appropriate arrangements for the coverage of their clients during absence from the practice.

i. The Psychologist/Client relationship will always be respected.

j. All records shall remain in the Community Psychological Service unless otherwise specified by the client.

C. Income

1. All professional fee for service income derived from faculty client care in the Community Psychological Service shall be plan income.

2. Income to participants not related to client care shall not be plan income.

3. All service fees generated by clinical psychology students shall not be plan income.

D. Cost of the Operation of the Plan

1. The costs of operation of the plan will be funded by applying an approved deduction rate (percent) to gross collections of plan income. The deduction rate for the costs of operation of the plan will be deducted from gross collections prior to any monies being available for other purposes.
The costs of operation of the plan may include expenditures for the following items and activities.

- Billing and collections costs.
- Professional liability insurance.
- Support personnel, services and supplies.
- Administration costs.

Annually on the date established by the Dean the director of the Community Psychological Service will report to the administration and the Clinical Psychology Faculty Professional Practice Plan Committee (henceforth known as the Plan Committee) the expenditures to date for the costs of operation of the plan. A final accounting report will be issued after the close of the accounting period.

An annual budget will be submitted for the costs of operation of the plan. Based on the budget that is submitted the Plan Committee shall recommend a deduction rate to be proposed for the period covered by the budget. The proposed deduction rate and budget for the next fiscal year must be approved by the University.

From time to time good accounting practice and effective fiscal management may well indicate a need to revise, expand, contract or otherwise modify the accounting system relative to the plan. Nothing in this plan shall be interpreted as preventing such accounting revision, expansion, modification or contraction so long as they adhere to commonly accepted accounting practices and University policy.

2. **Cost of Operation Funds** -- The cost of operation funds shall include that portion of the deduction rate to cover billing and collection, support personnel, service, supplies and administrative personnel. These costs also include a portion of the gross collections that is donated to the Psychology Department in support of its instructional and research missions. The percentage of Plan income donated to the Psychology Department will be decide each year by mutual agreement of the Dean of Arts and Sciences, the Psychology Department Chairperson, and the Practice Plan Committee.
3. **Professional Liability Insurance Funds** -- The professional liability insurance funds shall include that portion of the deduction rate to cover the expenditure for professional liability insurance.

E. **Salary Contract -- Base Salary** -- A participant's base salary shall be measured in part by plan income and in part by funds derived outside the plan. Recommendation of the individual faculty member's base salary contract from all sources including plan income shall be made by the Dean and the chairperson of the Department of Psychology, with this determination becoming part of the recommended College of Arts & Science budget. The portion of the faculty member's base salary measured by the plan income shall preferably reflect the extent of his/her efforts in client care. The salary contract will be negotiated in the same manner as other College of Arts and Sciences faculty contracts. Base salary derived from the Plan shall be specifically excluded from the calculation of sabbatical and research leave records. The portion of base salary measured by plan income is payable only to the extent of plan income, and any deficiency in plan income shall cause a proportionate reduction in that portion of base salary except as provided for in the following section. The faculty contract year for the purposes of the plan will be the faculty contract year of the University of Missouri-St. Louis. Faculty members who commence employment subsequent to the beginning of the faculty contract year may be a participant for the remainder of the year.

F. **Allocation of Net Plan Income and Incentive Income Definitions**

1. **For the purposes of this section, the following definitions apply:**
   a. Net plan income attributable to a participant shall be the difference between the plan income assigned to the University by the participant and the costs of operation of the plan.
   b. Incentive income attributable to a participant shall be the net plan income attributable to a participant reduced by the portion of the participant's base salary measured by plan income.

2. **Individual Participant** -- In addition to base salary a participant may receive incentive salary in the amount of (and not exceeding) incentive income attributable to the participant.
3. **Clinical Psychology Faculty Practice Plan Account** -- An account shall be established in which plan income shall be deposited and from which plan expenses shall be paid. Within this account the following subaccounts shall be established.

**Participant's Account:**

An account shall be established for each participant which shall be credited with the participant's portion of the plan income as determined by the Practice Plan base salary contract and the incentive income attributable to the participant. All expenditures or transfers from this account will conform with the participant's plan contract provisions.

G. **Administration of the Plan** -- The plan is administered according to the provisions of this document by a committee composed of the participating faculty and chaired by the director of the Community Psychological Service, who will also serve as financial manager of the plan.

In the event, that the director is unable to complete the term of office, the Plan Committee will elect one of its members to complete the term of office.

1. Functions of the Plan Committee:
   
   a. Review the functioning of the Plan to assure it is meeting the objectives of the Plan.
   
   b. Annually review the operating costs of the Plan and the appropriateness of expenditures. It shall make any appropriate recommendations for changes in the operation of the Plan to the Dean.
   
   c. Develop and recommend such detailed policies and procedures as necessary to assure the effective implementation and operation of the Plan.
   
   d. Recommend the budget for the costs of operation of the plan including the amount of the Deduction Rate.
   
   e. Review and recommend fee schedules of the participants.
   
   f. Review and recommend changes in the incentive income distributing schedule.
g. Discharge such other duties necessary to the efficient operation of the plan.

H. **Revision of the Plan** -- The Plan Committee shall take all recommendations for revision of the Plan to the Plan participants. The Chairperson of the Committee shall call a meeting of all participants of the Plan for the purpose of voting on the proposed revisions of the Plan. In the event a quorum is not present, the Chairperson shall reschedule the meeting to a definite date and hour, but not more than ten days hence, and written notices of such meeting shall be given to all participants in the Plan; or the Chairperson may at his or her discretion direct that the revision be voted on by mail ballot in which event a ballot shall be sent to each participant in the Plan. Voting for the provisions shall be by secret ballot. If approved the proposed revisions shall be forwarded through the Department Chair, Dean, Chancellor, and President, to the Board of Curators, University of Missouri for their approval.

I. **Appeal Process for the Individual** -- Any participant perceiving unfair treatment under the provisions of the plan may request a hearing before the Plan Committee. The request must be in writing to the Chairman of the Committee. The Chairman will call a special meeting of the Committee in not less than ten days nor more than thirty days following receipt of the request. The participant and the Committee may be represented by legal counsel at the hearing. A report of the hearing along with recommendations for action will be prepared by the Plan Committee for the Dean of the College. Copies of the report and recommendation will be provided the participant and his/her Department Chairperson. The department chairperson will offer his/her comments directly to the Dean who shall make the final decision.

J. **Assignment of Fees** -- Each participant shall execute the following assignment annually:

**Assignment**

In consideration of my employment by The Curators of the University of Missouri and the salary payments described in this Plan, I hereby assign to The Curators of the University of Missouri all fees charged by me for professional services, as defined in the
Clinical Psychology Faculty Professional Practice Plan. This assignment shall be an absolute assignment, subject only to the conditions that the fees charged by me shall not be altered, except as provided in the rules and regulations establishing said Plan. I further agree that all monies received by me for such fees shall be promptly turned over to the Business Office of the University of Missouri-St. Louis and all checks made payable to me for such fees shall be promptly endorsed and delivered to said Business Office. It is distinctly understood that this assignment applies only to the income specifically identified in the Clinical Psychology Faculty Professional Practice Plan. In consideration of my being permitted to participate in this plan, I agree to fully cooperate therein and comply with all the rules and regulations relating thereto.

Participant's Signature Date
Collected Rules and Regulations
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