

**WEST VIRGINIA
SECRETARY OF STATE
JOE MANCHIN, III
ADMINISTRATIVE LAW DIVISION**

Form #2

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2009 JUN 11 PM 3:48

OFFICE WEST VIRGINIA
SECRETARY OF STATE

NOTICE OF A COMMENT PERIOD ON A PROPOSED RULE

AGENCY: Board of Examiners of Psychologists TITLE NUMBER: 17

RULE TYPE: ~~Legislative~~ Procedural CITE AUTHORITY: 30-21-6

AMENDMENT TO AN EXISTING RULE: YES NO

IF YES, SERIES NUMBER OF RULE BEING AMENDED: 2

TITLE OF RULE BEING AMENDED: ORGANIZATION AND PROCEDURES OF THE BOARD
OF EXAMINERS OF PSYCHOLOGISTS

IF NO, SERIES NUMBER OF RULE BEING PROPOSED: _____

TITLE OF RULE BEING PROPOSED: _____

IN LIEU OF A PUBLIC HEARING, A COMMENT PERIOD HAS BEEN ESTABLISHED DURING WHICH ANY INTERESTED PERSON MAY SEND COMMENTS CONCERNING THESE PROPOSED RULES. THIS COMMENT PERIOD WILL END ON July 13, 2009 AT 12:00 PM ONLY WRITTEN COMMENTS WILL BE ACCEPTED AND ARE TO BE MAILED TO THE FOLLOWING ADDRESS:

~~WV Board of Examiners of~~
~~Psychologists~~
~~PO Box 3955~~
~~Charleston, WV 25339~~

or by email:
wvpsychologybd@mail.state.wv.us

THE ISSUES TO BE HEARD SHALL BE LIMITED TO THIS PROPOSED RULE.


Authorized Signature

ATTACH A **BRIEF** SUMMARY OF YOUR PROPOSAL

A Brief Summary of the Proposed Rule

The changes to Title 17, Series 2 are to:

a.) Add a supervision contract.

A Statement of Circumstances Which Require This Rule

Title 17 Series 2, Organization and Procedures of the Board of Examiners of Psychologists

In conducting oral examinations and processing ethical complaints over the last five years it has become evident to the Board that to better meet its mission of protecting the public that it needed to significantly improve the quality of supervision of candidates for licensure.

APPENDIX B

FISCAL NOTE FOR PROPOSED RULES

Rule Title: Title 17, Series 2 Organization And Procedures of the Board of Examiners of Psych

Type of Rule: Legislative Interpretive Procedural

Agency: Board of Examiners of Psychologists

Address: PO Box 3955, Charleston, WV 25339
Street Address: 1205 Quarrier Street, Charleston, WV 25301

Phone Number: 304-558-3040 Email: wvpsychologybd@mail.state.wv.us

Fiscal Note Summary

Summarize in a clear and concise manner what impact this measure will have on costs and revenues of state government.

None

Fiscal Note Detail

Show over-all effect in Item 1 and 2 and, in Item 3, give an explanation of Breakdown by fiscal year, including long-range effect.

FISCAL YEAR			
Effect of Proposal	2005 Increase/Decrease (use "-")	2006 Increase/Decrease (use "-")	Fiscal Year (Upon Full Implementation)
1. Estimated Total Cost	0.00	0.00	0.00
Personal Services	0.00	0.00	0.00
Current Expenses	0.00	0.00	0.00
Repairs & Alterations	0.00	0.00	0.00
Assets	0.00	0.00	0.00
Equipment	0.00	0.00	0.00
Other	0.00	0.00	0.00
2. Estimated Total Revenues	0.00	0.00	0.00

Rule Title: Title 17, Series 2 Organization And Procedures of the Board of Examiners of Psych

3. **Explanation of above estimates (including long-range effect):**
Please include any increase or decrease in fees in your estimated total revenues.

There will be no increase or decrease of fees.

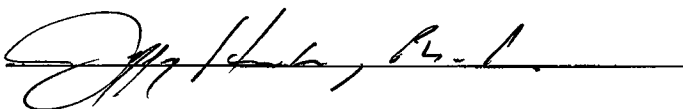
MEMORANDUM

Please identify any areas of vagueness, technical defects, reasons the proposed rule would not have a fiscal impact, and/or any special issues not captured elsewhere on this form.

None

Date: 6/9/09

Signature of Agency Head or Authorized Representative

_____

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OFFICE WEST VIRGINIA
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**TITLE 17
PROCEDURAL RULE
PSYCHOLOGISTS**

**SERIES 2
ORGANIZATION AND PROCEDURES OF THE BOARD
OF EXAMINERS OF PSYCHOLOGISTS**

'17-2-1. General.

1.1. Scope. -- These procedural rules establish the organization of meetings and employees of the Board, the procedures and definitions for Board consideration and processing of applications for licensing, and the procedures for examinations, notification, temporary permits, renewals and registers.

1.2. Authority. -- W. Va. Code ' '30-21-5, 6(a)(6), 6(a)(7), 7(a)(5), 7(b)(1), 7(b)(2), 7(d), 8 and 9.

1.3. Filing Date. --

1.4. Effective Date. --

'17-2-2. Organization Of Meetings Of The Board.

2.1. The Board shall hold its annual meeting each year in the Spring for the purpose of organizing for the following fiscal year.

2.2. All other meetings shall be called as provided for in the West Virginia Code.

2.3. The Board shall elect a President and secretary from its membership for the term of one (1) year, such election to occur at the annual meeting.

2.4. If, at a time that the Board is acting as an unassembled or oral-examination or investigation hearing body, either a member of the Board or an applicant before the Board judges that a member cannot act without partiality, that member of the Board may be excused from acting on that case.

2.5. No major action of the Board involving such matters as changes in the Rules and Regulations or approval or denial of licenses may be taken without the affirmative vote of a majority of the Board.

'17-2-3. Employees Of The Board.

3.1. The President of the Board may employ a staff secretary, as funds permit, whose duty shall be to attend all meetings of the Board, to prepare formal minutes under the direction of the statutory secretary and to furnish such clerical assistance as may be required for the proper functioning of the Board.

3.1.1. The Board may employ or contract with an Executive Director to perform duties as set forth by the Board.

3.2. The President of the Board may, from time to time, on a per diem plus expenses basis, employ persons to function as consultants in such instances where the Board deems it necessary to obtain advice on substantive issues regarding the revocation of a license for reason of incompetence or malpractice.

'17-2-4. Special Procedures And Definitions For Board Consideration Of Applications Made For Licensing Under Provisions Other Than Standard, With Examination.

4.1. American Board of Examiners in Professional Psychology.

4.1.1. When a person applies for licensing under this provision, the West Virginia Board of Examiners shall communicate with the American Board of Examiners in Professional Psychology of the American Psychological Association to verify that the candidate has indeed been awarded a diploma by that body.

4.1.2. A completed and notarized application form shall be required from the applicant to initiate consideration for licensing.

4.2. Reciprocity provision.

4.2.1. When a person applies for licensing under this provision, the West Virginia Board of Examiners shall assume responsibility for obtaining information from the other state(s) needed to determine whether the requirements for obtaining such other license(s) or certificate(s) was (were) at least as great as provided in the West Virginia Code.

4.2.2. License or certificate is interpreted to mean only those granted by other states under statutory provisions.

4.2.3. A completed and notarized application form shall be required from the applicant to initiate consideration for licensing.

4.2.4. Even if the West Virginia Board has a reciprocity agreement with another state, such reciprocity is not automatic. All reciprocity applicants must submit documentation that shows that they meet all the requirements of the West Virginia Board, including, but not limited to, university transcripts, national exam scores, documentation of supervision, and any correspondence from licensure granting board(s) pertaining to limitations of disciplinary procedures.

4.3. Notification. -- When a decision has been reached by the Board, the applicant shall be informed, in keeping with the general procedure for such notification as provided for in the Rules and Regulations.

'17-2-5. Procedures For Processing Of Applications Made Under The Standard Provision, With Examination.

5.1. A completed application file shall consist of the completed and notarized application form, transcripts of all graduate work completed, endorser forms from two (2) psychologists who are familiar with the applicant's work experience, at least one (1) of whom must be a West Virginia and/or American Psychological Association member.

5.2. The Board shall examine the transcript of every applicant to determine whether his degree was awarded by an accredited institution of higher learning with adequate course study in psychology as defined in Section 2 of the Interpretive Rules (Series 3) of the Board.

5.3. The Board shall evaluate the acceptability of the professional experience presented by the applicant for consideration in keeping with Section 3 of the Interpretive Rules (Series 3) for the Board.

5.4. When the application file (5.1 of these rules) is complete and judged to be potentially acceptable by the Board, the applicant shall be notified in writing as to the time and place of the examinations. It shall be the duty of the applicant to inform the Board Executive Director in writing of their intent to appear for the examination(s), or to state the reasons why it is not feasible to appear at the time and place stated. If an applicant fails to appear after indicating he/she would do so, he/she will have to show reasons why the application should not be voided.

If a candidate is scheduled for the examination a second time and does not appear, without legitimate excused reasons, the candidate may lose eligibility for the examination.

5.5. Further procedures for processing applications under the standard provision are described in Section 6 of these rules, which follow.

' 17-2-6. Examinations.

6.1. The Board shall adopt the examination provided by the Association of State and Provincial Psychology Boards as part of its official examination. For licensure, the applicant must correctly answer seventy percent of the questions on the examination.

6.1.1 The Board, upon its discretion may approved a prior raw score of 70 % correct as a passing score on the written examination, provided the applicant petition the Board for consideration of the request.

6.1.2. Applicants are strongly urged to take the written examination the first time it is offered after application for licensure.

6.1.3 Approved applicants currently in the process who have not taken the written examination are strongly urged to take the examination the first time it is offered after the enactment of these rules unless otherwise excused from the examination by the Board. All approved applicants will have the applicable amount of time to pass the examination, that is, a master level candidate will have five (5) years and the doctoral candidate up to two (2) years to obtain a raw score of 140 on the examination.

6.2. Applicants shall also take a Board-prepared essay and/or oral examination, which shall cover such matters as professional ethics, determining the applicant's competency to conduct himself in a professional manner, to probe their knowledge and judgment and to assure that the applicant appropriately limit the scope of their independent practice to the extent of their training and supervision experience.

6.2.1 The supervision log (as required in 17-3-9.4 of Series 3 of the Board's Rules and Regulations) must accompany all applicant's to their oral examination. After the examination the supervision logs will be returned. All supervision logs created after the enactment date of these rules will be required at the applicant's oral examination.

6.2.2. At the applicant's oral examination, three work samples, a final report of supervision, a demonstrable competency form (completed by the applicant's supervisor/s) shall be submitted. These materials, will serve as the basis for the applicant's scope of independent practice.

6.2.3 If the licensee plans to change theirscope of practice subsequent to licensure, the licensee shall notify the Board. The Board may requestcompletion of new materials and another oral examination.

6.3. The essay and/or oral examination for each applicant shall be scored on a five (5) point scale by each member of the Board present at the examination, employing ratings as follows:

- 5.0 excellent
- 4.0 good
- 3.0 fair
- 2.0 poor
- 1.0 very poor

6.4. A mean score of three (3.0) on the essay and/or oral examination derived from the ratings of all examiners will be required for passing.

6.5. Consideration of the application form and supporting material submitted by the applicant or obtained by the Board shall be considered an unassembled examination.

6.6. Although the above criteria will serve as guidelines, the final decision of the Board will be based on all available information concerning the candidate's professional ability to function as a psychologist within the requirements of the law.

6.7. Final determination of pass/fail will be based on the majority opinion of the Board.

6.8. Examinations will normally be scheduled not more than twice a year.

6.9. If an applicant fails the oral examination and expects to be engaged in psychological activities in the State of West Virginia, he must obtain supervision for his work, according to the specifications set down in Section 6 of the Interpretive Rules (Series 3) for the Board, until such time as he takes and passes the oral exam at a second sitting. If the applicant fails the oral exam the second time, if he wishes to take it a third time, he must petition the Board for permission to do so, supporting such petition with evidence that he has taken action to correct the deficiencies which resulted in the first two (2) failures.

6.9.1 If the applicant fails to pass the written examination within the allowed exempted supervision period (up to two (2) years for doctoral applicants and five (5) years for master applicants) the candidate will not longer be eligible for independent practice. Their work must be performed as a Psychological Assistant under the direct and regular supervision of a licensee as prescribed in Series Three of the Rules and Regulations. These individuals shall not supervise any work performed by other classifications of practitioners.

6.10. The Board may require an applicant to retake only part of the oral examination.

6.11 If an licensee obtains a graduate degree, in most cases this will be a master level licensee obtaining a doctoral degree, subsequent to being licensed, the licensee is required to make application to the Board, pay all required fees, complete all required materials, and set for an oral examination in order for the licensee to be considered licensed at the new degree level.

The purpose of the process is to approve the degree as acceptable to the Board, that the degree meets all statutory requirements, and for the licensee to present new or additional competencies and professional practice intentions. Until the process is successfully completed, the licensee shall continue to present themselves as the original degreed licensee.

' 17-2-7. Notification.

7.1. The Executive Director shall notify each applicant, by mail and in a timely manner of his or her success or failure on the written or oral examinations.

7.2. In the case of denial of a license, the letter shall include a statement of reasons the Board used in making its decision and a description of the appeal possibilities open to the applicant.

' 17-2-8. Temporary Permits.

8.1. The secretary of the Board is authorized to issue a temporary permit when the application is considered to meet the requirements of W. Va. Code ' 30-21-7(a)1, 7(a)2, 7(a)3, 7(a)4, 7(a)6, and 7(a)7. Granting a temporary permit by the Secretary does not assure the future granting of a regular license.

8.2. For W. Va. Code ' 30-21-9(a)(1), in addition to the completed application form, a letter of request for a temporary permit must accompany the letter.

8.3. For W. Va. Code ' 30-21-9(a)(2) the regular application form for licensing will be required along with whatever endorsement procedures are required according to that person's credentials. The fee for a temporary permit must accompany the application form.

8.4. Except for unusual circumstances which have been specifically approved by the Board, holders of temporary permits under provision W. Va. Code ' 30-21-9(a)(1) will be required to qualify and take the examination at the next scheduled testing time.

Even though an applicant holds a license in another state, a temporary permit is not automatically granted. These applicants must first prove their applications for full licensure would meet the requirements of a standard or reciprocity provision. Thus, such applicants shall submit proof of the existing license(s), any letter they have received from their Boards pertaining to non-standard licensure provisions, appropriate university transcripts, and national examination scores.

8.5. Holders of temporary permits must have such permits available for inspection on request.

8.6. ABEPP and reciprocity applicants will also be required to obtain a temporary permit in order to practice in the state until the time that a regular license for the regular period can be issued.

' 17-2-9. Renewals.

9.1. License periods shall be dated quarterly (first day of January, April, July and October) and shall expire two (2) years after the granting of the license.

9.2. Thirty (30) days prior to expiration date of each license, the secretary of the Board shall notify each licensee who is due for renewal. Failure to receive such a notice will not relieve the registrant of the responsibility of renewing their license if the licensee intends to continue the practice of psychology in West Virginia.

9.3. On each application for renewal the applicant must present to the Board documentary evidence of the completion of educational programs designed to improve the professional competence of the licensee. Licensed psychologists are required to acquire twenty (20) direct contact hours of Board-approved continuing education credits during their first two years of licensure and every two (2) years thereafter. Programs having the approval of the American Psychological Association and its affiliated regional organizations, or of the West Virginia Psychological Association will be approved by the Board. If a complaint has been received regarding the competency or ethics of the licensee or an investigation is in progress, the renewal will not be issued until the investigation is concluded in such a manner as to satisfy the Board concerning the competency and ethics

of the applicant.

9.3.1. Thirty (30) hours of continuing education credits or a valid National Certification card issued by the National Association of School psychologists are/is required for the renewal of a Level I or II School Psychology license. Programs having the approval of the National Association of School Psychologists and its affiliated regional organizations, or of the West Virginia School Psychologists Association will be approved by the Board.

9.4. The Board reserves the right to renew a license after the normal expiration date if the circumstances justify such action.

'17-2-10. Registers.

10.1. On or about July 1 of each year a register shall be prepared containing the names and occupational addresses of all persons who hold licenses or temporary permits in psychology. The register will also include the names, addresses, and supervisor/s of all approved candidates for psychology or school psychology licensure.

10.2. A charge per copy shall be made to all persons requesting a copy of the register.

'17-2-11. Supervision Contract.

11.1. The Board shall create, and update as needed, a Supervision Contract to be completed by the supervisor and supervisee prior to initiating supervision toward licensure. As noted in §17-3-8-, Supervisors and their Supervisees shall sign and adhere to the Board's Supervision Contract, which is based on Legislative Rule, APA Code as included in the Legislative Rules (see §17-3-6), and procedures determined by the Board to be fundamental to effective supervision. The Supervision Contract shall be signed and approved by the Board prior to initiation of the Supervised practice. The current Board Supervision Contract is as follows:

State of West Virginia
Board of Examiners of Psychologists
Supervision Contract

Purpose: As required under Title 17, Series 3 of the West Virginia Board of Examiners of Psychologists Legislative Rules, Psychologists and School Psychologists must complete a period of supervision prior to licensure. To clarify the rules of supervision and the roles of both the Supervisor and Supervisee, this contract serves as a written record verifying the agreement between the Supervisor and the Supervisee as approved by the Board of Examiners of Psychologists, hereafter referred to as The Board.

Imperative to the purpose of supervision and this contract are the following:

- 1) Ensuring the public welfare
- 2) Promoting learning and readiness for licensure
- 3) Monitoring and reporting the Supervisee's progress at regular intervals

- 4) Fulfilling all requirements of the applicable state codes and regulations in preparation for licensure as a Psychologist or School Psychologist in the State of West Virginia.
- 5) Discontinuing, or sanctioning, Supervisors who do not adhere to the rules imposed for the above purposes.

Supervision Requirements:

- 1) Supervisors will provide a minimum of 1 hour of individual supervision per 20 hours of the Supervisee's clinical practice, with a minimum of 1 hour per week regardless of hours spent in practice. Individual supervision sessions must occur no less frequently than every 2 weeks.
- 2) In addition to a minimum of 6 hours per month of individual face-to-face supervision for Full Time Supervisees, group supervision and other venues of supervision such as grand rounds, and/or multidisciplinary supervision as delineated in the individual's supervision contract may constitute 2 hours per month of the total supervision experience.
- 3) The Supervisee will be a W-2 employee of the Supervisor or the agency for which the Supervisee works. Only psychologists licensed for independent practice may provide services on a contract basis.
- 4) The Supervisor must practice at the site where the Supervisee is providing services, and the required minimum hours of face-to-face individual supervision will occur onsite, unless express permission to do otherwise granted by Board majority is documented in this contract. Supervision sessions do not occur in a public setting.
- 5) The Supervisee practices under the Supervisor. The Supervisor maintains legal and ethical responsibility for the Supervisee's actions and practice. Appropriate professional liability insurance coverage must be in place.
- 6) The Supervisee must sign all work with the designation "Supervised Psychologist".
- 7) The Supervisor is available to the Supervisee via phone or in person during the hours of supervisee practice.
- 8) Arrangements will be specified between the Supervisor and Supervisor for supervisory coverage during times when the supervisor is unavailable.
- 9) The Supervisee must practice only within certain herein specified areas in which the Supervisor is deemed competent to supervise.
- 10) When the Supervisee plans to practice outside the Supervisor's approved scope of practice, competent adjunctive supervision must be arranged in advance, Board approved, and included in this contract or an approved addendum to this contract.
- 11) The Supervisor will maintain familiarity with the Supervisee's clients' presenting concerns, treatment plans, treatment progress, and treatment termination plan.
- 12) The Supervisor will intervene appropriately when client welfare is at risk.
- 13) In addition to thorough review and co-signing of written work (e.g. notes, reports, or other written statements or documents), there must be sufficient observation of the Supervisee's work, whether in vivo or via recorded material, to enable the Supervisor to provide accurate assessment of the Supervisee's performance.
- 14) The Supervisor will provide timely and constructive feedback to the Supervisee. The Supervisor subsequently reassesses the work of the Supervisee in a reasonable time frame to make certain that the

- Supervisee is incorporating the feedback into practice.
- 15) Formal written evaluations of Supervisee performance will be completed by the Supervisor and reviewed and signed by both parties at least quarterly during the period of supervision and submitted to the Board.
 - 16) The Supervisor will maintain and submit to the Board, in a timely and accurate manner, a supervision log including, but not necessarily limited to, content of supervision sessions, training activities, and evaluation procedures and results. The supervision log, in written format approved by the Board, is to be co-signed by both Supervisor and Supervisee.
 - 17) Supervision sessions will include discussion of areas of concern, conflict, and/or failure of either party to abide by agreements and directives delineated in this supervision contract. If concerns cannot be resolved within the supervision process, either or both parties will contact the Board for assistance.
 - 18) Any Supervisor of record during the 12 months prior to the Supervisee's oral examination will be available for telephone consultation with the Board at the time of the Supervisee's initial oral examination. If continuation of Supervision is required, the Supervisor agrees to attend the Supervisee's subsequent Oral Exam by the Board.
 - 19) Clinical supervision shall not include any potentially problematic multiple relationships between the Supervisor and Supervisee. Any type of business relationship outside the parameters stated in this Supervision Contract is strictly prohibited between the Supervisor and Supervisee. Other potentially problematic relationships include, but are not limited to, therapeutic, familial, and financial.
 - 20) Supervisor and Supervisee understand and agree that sexual and/or romantic relationships between the two parties are always unethical and should never occur.
 - 21) Supervisors must obtain 14 hours of Board approved training in Supervision by January 2010.
 - 22) Supervision will not be limited to case discussion. Supervisors will employ a variety of strategies such as observation, reading assignments, or co-therapy.
 - 23) Both parties will maintain current knowledge of HIPAA and other pertinent legal, ethical, and regulatory guidelines and responsibilities.
 - 24) In case of emergency, Supervisee will contact Supervisor at locations specified herein.
 - 25) If applicable, fees for supervision shall be paid as designated in this contract.
 - 26) Either party can terminate this contract at any time, and both Supervisor and Supervisee will notify the Board in writing within ten (10) days of any such termination. In such case, both parties are responsible for making certain the supervisee's patients receive appropriate referrals so that any potential negative impact to treatment is held to a minimum.

INDIVIDUAL CONTRACT CONDITIONS
(TO BE COMPLETED BY SUPERVISEE AND SUPERVISOR)

Name and degree of Supervisee: _____

Name and degree of Supervisor: _____

Name and degree of Adjunctive Supervisor, if applicable: _____

Population(s) Supervisee will serve (And/or other related psychological activities):

Specific location(s) where Supervisee will provide service:

Specific location where individual face-to-face supervision will occur:

Supervisee's intended scope of supervised practice (For potential areas of supervised practice you may refer to the Demonstrable Competency form found on the Board's website):

Supervisor shall initial all areas of intended Supervisee practice in which Supervisee will engage and in which Supervisor is competent and approved to supervise.

Adjunctive supervisor, if applicable, scope of practice:

Adjunctive Supervisor shall initial all areas of intended Supervisee practice in which Adjunctive Supervisor will be supervising and is competent and approved to supervise.

Supervisors intended specific supervision strategies/approaches to be used:

In case of emergency, Supervisee will contact Supervisor(s) by the following means:

Supervisor:
Office telephone:
Home telephone:
Mobile telephone:
Pager:
Other means:

Adjunctive Supervisor.
Office telephone:
Home telephone:
Mobile telephone:
Pager:
Other means:

Other resources for emergency situations:

Fee for supervision, if applicable

Fee for supervision shall be paid by: _____ Supervisee

_____ Other
(identify): _____

Fee for supervision shall be (\$ _____) per hour to be paid on a
(weekly, monthly, quarterly, as billed) basis.

This supervision contract shall be subject to revision at any time, upon the request of Supervisor or Supervisee. A formal review and re-execution of this supervision contract shall be completed at least annually. Revisions shall only be implemented with consent and approval of both Supervisor and Supervisee and approval of The Board. The undersigned Supervisor and Supervisee agree to uphold the directives specified in this supervision contract and to conduct all professional activities and behavior in accordance with all applicable professional ethical standards and legal and regulatory requirements.

This contract shall be effective _____ and shall be terminated

_____ (date) _____ (date and/or conditions)

Supervisee

Supervisee Signature

Date

Supervisor

Supervisor Signature

Date

Adjunctive Supervisor

Adjunctive Supervisor Signature

Date

Supervision contract approved by West Virginia Board of Examiners of Psychologists (WVBEP).

WVBEP Supervision Coordinator

WVBEP Supervision Coordinator Signature

Date