

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

Do Not Mark In This Box

FILED

2010 JUN 11 PM 2: 28

OFFICE WEST VIRGINIA
SECRETARY OF STATE

Form #5

**NOTICE OF AGENCY ADOPTION OF A PROCEDURAL OR INTERPRETIVE RULE
OR A LEGISLATIVE RULE EXEMPT FROM LEGISLATIVE REVIEW**

AGENCY: WV Board of Examiners of Psychologists TITLE NUMBER: 17

CITE AUTHORITY: 31-21-6

RULE TYPE: PROCEDURAL INTERPRETIVE

EXEMPT LEGISLATIVE RULE

CITE STATUTE(S) GRANTING EXEMPTION FROM LEGISLATIVE REVIEW

AMENDMENT TO AN EXISTING RULE: YES NO

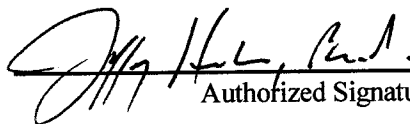
IF YES, SERIES NUMBER OF RULE BEING AMENDED: 2

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: _____

THE ABOVE RULE IS HEREBY ADOPTED AND FILED WITH THE SECRETARY OF STATE. THE
EFFECTIVE DATE OF THIS RULE IS July 12, 2010


Authorized Signature

STATE OF WEST VIRGINIA
BOARD OF EXAMINERS OF PSYCHOLOGISTS
P.O. BOX 3955 * CHARLESTON * WV * 25339-3955
TELEPHONE (304)558-3040 * WVPSYCHOLOGYBD@MAIL.STATE.WV.US * FAX (304) 558-0608
www.wvpsychbd.org

June 11, 2010

Natalie Tennant
Secretary of State's Office
Building 1, Suite 157-K
1900 Kanawha Blvd., East
Charleston, WV 25305-0770

Dear Secretary of State Tennant:

The Board of Examiners of Psychologists proposes to revise Title 17 Series 2, by updating some wording; removing wording placed into Series 3, a Legislative Rule; and by adding the process for a Mid-Term Review.

Sincerely,



Jeffrey Harlow, Ph.D.
Executive Director

**TITLE 17
PROCEDURAL RULE
PSYCHOLOGISTS**

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

FILED
2010 JUN 11 PM 2: 28
OFFICE WEST VIRGINIA
SECRETARY OF STATE

§17-2-1. General.

1.1. Scope. -- These procedural rules establish the organization of meetings, provide rules for creating employees of the Board, and provide information regarding required registers, rosters, and annual reports created by the Board.

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. -- 6/11/10

1.4. Effective Date. -- 7/1²/10

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

3.2. The Board may employ an Administrative Assistant as funds permit, whose duties shall include attendance at all meetings of the Board, preparation of formal minutes under the direction of the statutory secretary and furnishing such administrative and clerical assistance as may be required for the proper functioning of the Board.

3.3. As funds permit the Board may employ additional staff as deemed necessary by the Board.

3.4. 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 including but not limited to, suspension or revocation of a license for reason of

incompetence or malpractice.

§17-2-4. Registers, Rosters, and Annual Reports.

4.1. Register as required by 30-1-12.(a) -- On or before January 1 of each year the Board shall prepare a register of all applicants for licensure or certification; showing for each: the date of application, his or her name, age, educational and other qualifications, place of residence, whether an examination was required, whether the applicant was rejected or a license was granted, if required, and any suspension or revocation thereof.

4.2. Roster as required by 30-1-13. -- The Board shall prepare and maintain a complete roster of the names and office addresses of all persons licensed and practicing psychology or school psychology in the state of West Virginia; arranged alphabetically by name and also by the city or county in which their office is situated, as well as the same information on individuals being supervised and their supervisors.

4.3. A charge per copy shall be made to all persons requesting a copy of a register or a roster.

4.4. Annual Report as required by 30-1-12.(b) -- On or before the first day of January of each year in which the Legislature meets in regular session, the Board shall submit to the governor and to the Legislature a report of its transactions for the preceding two years, an itemized statement of its receipts and disbursements for that period, a full list of the names of all persons licensed or registered by it during that period (information would include both licensees and supervised-psychologists), statistical reports by county of practice, by specialty if appropriate to the particular profession, and a list of any complaints filed against persons licensed by the board, including any action taken by the Board regarding those complaints. The report shall be certified by the President and the Secretary of the Board, and a copy of the report shall be filed with the Secretary of State and with the Legislative Librarian.

§17-2-5. Mid-Term Review

5.1 Submission of Documents: As noted in Series 3 Legislative Rule §17-3-5 Master's level supervised-psychologists who have completed two years of supervision are required to submit three (3) work samples during their third year of supervision. This rule applies only to individuals in the Master's level psychology licensure tract. The purpose of this requirement is to evaluate the supervisees' progress towards appropriate standards of care.

5.2 Implementation Schedule

5.2.1. Supervisees who were approved to become Master's level supervised-psychologists in calendar year 2003 or earlier must submit Interim Review materials by January 1, 2011.

5.2.2. Supervisees who were approved to become Master's level supervised-psychologists in calendar year 2004 or 2005 must submit Interim Review materials by April 1, 2011.

5.2.3. Supervisees who were approved to become Master's level supervised-psychologists in calendar year 2006 or 2007 must submit Interim Review materials by July 1, 2011.

5.2.4. Supervisees who were approved to become Master's level supervised-psychologists in calendar year 2008 must submit Interim Review materials by October 1, 2011.

5.2.5. All supervisees who are approved to be Master's level supervised-psychologists in calendar year 2009 and thereafter shall be subject to an Interim Review which will be held during their

third year of supervision. A packet of materials will be mailed to this group in January advising of deadlines and materials needed for the review.

5.3. Review Process: Three work products are to be submitted.

5.3.1. A comprehensive psychological evaluation. If test administration/interpretation services are being performed by the supervised-psychologist, the document must include the test results and interpretative statements.

5.3.2. Treatment summary report including the most recent progress or clinical note.

5.3.3. Interim Demonstrable Competency Form (IDCF).

5.4 All documents must be signed by both the supervisee and supervisor.

5.5. Two reviewing Board members will assess the documents submitted by each supervisee. Each reviewer will provide a numerical rating regarding each work product.

5.5.1. A numerical grade of 1 will be assigned to a document that is considered good in reference to the level of experience of the applicant. Notations may be provided by each reviewer regarding areas for further improvement.

5.5.2. A numerical grade of 2 will be assigned to a document that is considered acceptable but which has significant areas that require improvement before candidates would be considered ready for oral examinations. Suggestions by each reviewer will be provided to the supervisee.

5.5.3. A numerical grade of 3 will be assigned to a document that is unacceptable.

5.5.4. If either reviewer issues a grade of 3, the two Board members will prepare a joint communication to the supervisee and to the supervisor. A copy of this correspondence will be maintained in the supervisee's file as well as the file of the supervisor. Depending upon the nature of the problem(s), the Board may require a face-to-face meeting with the Board, change in supervision, required participation in additional educational activities, and/or other remediation strategies.

5.5.5. When a broad range of competencies is being claimed by the supervised-psychologist, a review of the Interim Demonstrable Competency Form may lead to the recommendation that more than one supervisor be assigned to the supervised-psychologist. Supervisors who do not feel comfortable supervising a particular clinical competency area are directed to make notations on the Interim DCF regarding the need for additional supervision in those areas.

§17-2-116. Supervision Contract.

116.1. 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:

17CSR2

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. Individual supervision is in person, face-to-face, unless express permission to do otherwise for a minimal portion of the supervision hours is granted by Board majority and is documented in this contract. At least once per quarter, one of the required individual face-to-face sessions shall occur at the location(s) where the Supervisee is providing services. Furthermore, supervision sessions do not occur in a public setting.
4. 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.
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 Supervisee 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):

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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

(identify): _____ Other
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).

17CSR2

WVBEP Supervision Coordinator

WVBEP Supervision Coordinator Signature

Date

Dr. Guyer,

Thank you for your comments. I'll pass this on to the Board members.
Kathy

Kathleen Lynch
Administrative Assistant
WV Board of Examiners of Psychologists
PO Box 3955
Charleston, WV 25339-3955
Office Phone: 304-558-3040
Office Fax: 304-558-0608
www.wvpsychbd.org

-----Original Message-----

From: Guyer, Charles G. (Civ) [mailto:Charles.Guyer@med.navy.mil]
Sent: Monday, May 10, 2010 9:05 AM
To: wvpsychologybd@mail.state.wv.us
Subject: Changes in WV Psychology law

Dear Sirs,

I feel that the Ed.D. degree should be listed with the Ph.D. and the Psy.D. in section 5.5. There are still schools that offer this degree in clinical, counseling and school psychology (e.g. Columbia, Harvard etc.). I realize it is not as common as in the past, but it is still in use.

Charles G. Guyer II, Ed.D., ABPP

Dr. Wyatt,

Thank you for your comments. I'll pass these on to the Board members.

I'm sure that this information will be posted to our web page and as people become approved supervisors this information will be available to them as well.

Have a great day!
Kathy

Kathleen Lynch
Administrative Assistant
WV Board of Examiners of Psychologists
PO Box 3955
Charleston, WV 25339-3955
Office Phone: 304-558-3040
Office Fax: 304-558-0608
www.wvpsychbd.org

-----Original Message-----

From: Wyatt, Joseph W [mailto:wyatt@marshall.edu]
Sent: Saturday, May 08, 2010 11:20 AM

rwilson@sdoctor.com; amy.strange@wvfamilymatters.com;
edwinter2003@yahoo.com; bwinter@access.k12.wv.us;
dwoodrum@waynesburg.com; twoterriers@suddenlink.net; psykworks@aol.com;
donworth3@yahoo.com; bobcandyw@aol.com; melindawyatt@yahoo.com;
sara_wyer@yahoo.com; TYAJY@msn.com; pbyoung321@yahoo.com;
cathy.yura@mail.wvu.edu; annettez@hotmail.com
Subject: RE: Comment Period

Regarding the third item, "supervision changes," I feel it would be wise to send the changes to all licensed people in the state, not just to "supervisors and supervisees." You never know when a person who is not presently a supervisor (me, for instance) may be approached by a potential supervisee. It would be nice to know the changes.

Joe Wyatt

From: wvpsychologybd [wvpsychologybd@mail.state.wv.us]
Sent: Friday, May 07, 2010 10:00 AM
To: drcabernathy@aol.com; adkinspsy@hotmail.com; palinc2004@yahoo.com;
gallen@fairmontstate.edu; allenwhiteoaks@aol.com;
shenderson5950@suddenlink.net; dallman@ma.rr.com; Amerikaner, Martin J;
jaimiearmentrout@comsast.net; Karen.armstead@prestera.org;
bpbailey747@msn.com; trishabwv@aol.com; prof.counsl.assoc@verizon.net;
tracyschpsy@hotmail.com; "EBakerPh.D.@yahoo.com"@marshall.edu;
wbkb@earthlink.net; mannie314@verizon.net; ebarkat@waynesburg.edu;
h...@gmail.com; James Barteo@mail.wvu.edu;

STATE OF WEST VIRGINIA
BOARD OF EXAMINERS OF PSYCHOLOGISTS
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June 11, 2010

Natalie Tennant
Secretary of State's Office
Building 1, Suite 157-K
1900 Kanawha Blvd., East
Charleston, WV 25305-0770

Dear Secretary of State Tennant:

2 comments were received during the comment period, which are enclosed.
Neither of which apply to Series 2.

No amendments were made.

Sincerely,


Jeffrey Harlow, Ph.D.
Executive Director