



WEST VIRGINIA SECRETARY OF STATE

MAC WARNER

ADMINISTRATIVE LAW DIVISION

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Office of West Virginia
Secretary Of State

**NOTICE OF FINAL FILING AND ADOPTION OF A LEGISLATIVE EXEMPT, INTERPRETIVE OR PROCEDURAL
RULE**

AGENCY: Psychologists TITLE-SERIES: 17-02
RULE TYPE: Procedural Amendment to Existing Rule: Yes Repeal of existing rule: No
RULE NAME: ORGANIZATION AND PROCEDURES OF THE
BOARD OF EXAMINERS OF PSYCHOLOGISTS
CITE STATUTORY AUTHORITY: §30-21-6

This rule is filed with the Secretary of State. This rule becomes effective on the following date:

July 15, 2023

BY CHOOSING 'YES', I ATTEST THAT THE PREVIOUS STATEMENT IS TRUE AND CORRECT.

Yes

Kathy G Lynch -- By my signature, I certify that I am the person authorized to file legislative rules, in accordance with West Virginia Code §29A-3-11 and §39A-3-2.

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, 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. -- June 14, 2023

1.4. Effective Date. -- July 15, 2023

§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 shall employ a Board Administrator who will be an employee of the State, whose job description shall include overseeing and running the Board office, making sure State procedures are being followed, 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. Supervision Requirements for Level One School Psychologists.

5.1 Applicants for the Level 1 school psychologist license who have graduated with an Ed.S. Degree, completed an internship prior to earning their degree, and completed two school calendar years of full-time school board school psychologist employment will be required to complete one half of a school calendar year of Board approved supervised school psychology practice, plus additional time until the NASP and oral examinations are successfully passed. All applicants must meet all other school psychology requirements as described within the psychology law and legislative rules.

§17-2-6. Supervision Contracts, Approved Supervisor.

6.1. The Board shall create, and update as needed, a Supervision Contracts 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), Association of State and Provincial Psychology Boards (ASPPB), 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.

6.2. To serve as a Board approved supervisor, the psychologist or school psychologist must have completed either 14 hours of training in supervision of psychologists, which must be provided by a psychologist, or have completed a 3-hour graduate course in supervision. They must also be licensed for at least two years prior to becoming an approved supervisor.

6.3. The limit of four supervisees per supervisor is applied to any one-time period.

6.4. Contract conditions will include the name and degrees of the supervisee, supervisor and adjunctive supervisor, the population to be served, where the supervisee will perform services, where supervision will occur, the supervisee's intended scope of practice with the supervisor and/or adjunctive supervisor, strategies of supervision, information on fees of supervisor(s), effective date, signatures of all parties, dates signed. The current Board Supervision Contracts for Doctoral, Masters, and School Psychologist candidates are as follows:

Supervision Contract Doctoral Degree

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. If that supervision will take place in West Virginia, 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. It is also intended to clarify roles of the supervisor and supervisee.

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. Video conferencing may be a Board approved alternative for face-to-face supervision. 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 independent 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. These arrangements will also meet the legal and ethical requirements already agreed to in the contract.

- 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. Meeting as co-therapists, meeting face to face, and other interventions may be appropriate at times.
 - 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 on the quarterly report. However, ongoing verbal feedback to the supervisee is also expected.
 - 16) The Supervisor will maintain and submit to the Board, if requested 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. In addition, the Board may require the supervisor to meet the Board based upon any concerns that the Board may have at any time.
 - 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) Supervision will not be limited to case discussion. Supervisors will employ a variety of strategies such as observation, reading assignments, or co-therapy.
 - 22) Both parties will maintain current knowledge of HIPAA and other pertinent legal, ethical, and regulatory guidelines and responsibilities.
 - 23) In case of emergency, Supervisee will contact Supervisor at locations specified herein.
 - 24) If applicable, fees for supervision shall be paid as designated in this contract.
 - 25) 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.
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Supervision Contract Master's Degree

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. 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. It is also intended to clarify roles of the supervisor and supervisee.

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 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) During the five-year supervision period, a Supervisee must have at least two Supervisors. One Supervisor is designated as primary and the other as adjunct. They may supervise jointly or at different periods during the supervision period. The Board accepts supervision via a secure videoconference site. The Supervisee must inform the Board of the mechanism of supervision and if joint supervision occurs during a supervisory period, both Supervisors must sign the supervision log.
- 2) 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.
- 3) In addition to a minimum of 6 hours per month of individual face-to-face supervision for full time supervisees, group supervision, and/or multidisciplinary supervision as delineated in the individual's supervision contract may constitute 2 hours per month of the total supervision experience.
- 4) 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 the Board and is documented in this contract. Video conferencing may be a Board approved alternative for face-to-face supervision. 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.
- 5) The Supervisee may be a W-2 employee of the Supervisor or agency for which the Supervisee works. Only psychologists licensed for independent practice may provide services on a contract basis. Weekly individual meetings between the Supervisor and Supervisee are required even when they work at different sites. The Supervisor shall be available to the Supervisee by phone or in person during the work day.
- 6) 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.
- 7) The Supervisee must sign all work with the designation "Supervised Psychologist".
- 8) The Supervisor is available to the supervisee via phone or in person during the hours of supervisee practice.
- 9) Arrangements will be specified between the Supervisor and Supervisee for supervisory coverage during times when the Supervisor is unavailable.
- 10) The Supervisee must practice only within certain herein specified areas in which the Supervisor is deemed competent to supervise.
- 11) 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.

- 12) The Supervisor will maintain familiarity with the Supervisee's clients' presenting concerns, treatment plans, treatment progress, and treatment termination plan.
- 13) The Supervisor will intervene appropriately when client welfare is at risk.
- 14) 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.
- 15) 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.
- 16) 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 on the quarterly report. However, ongoing verbal feedback to the supervisee is also expected.
- 17) The Supervisor will maintain and submit to the board, if requested, 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(s) and supervisee.
- 18) 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.
- 19) 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 examination by the Board.
- 20) Clinical supervision shall not include any potentially problematic multiple relationships between the Supervisor and Supervisees. Any type of business relationship outside the parameters stated in this Supervision Contract is strictly prohibited between the Supervisor(s) and the Supervisee. Other potentially problematic relationships include, but are not limited to, therapeutic, familial, and financial.
- 21) Supervisor and Supervisee understand and agree that sexual and/or romantic relationships between the two parties are always unethical and should never occur.
- 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, Supervisees 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(s) and Supervisees 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.

Supervision Contract School Psychologist Degree

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. 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. It is also intended to clarify roles of the supervisor and supervisee.

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 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) Supervisees requiring multiple years of supervision will have at a minimum two different supervisors to provide guidance and monitor their work. The supervision may occur concurrently or sequentially.
- 2) 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.
- 3) In addition to a minimum of 6 hours per month of individual face-to-face supervision for full time supervisees, group supervision, and/or multidisciplinary supervision as delineated in the individual's supervision contract may constitute 2 hours per month of the total supervision experience.
- 4) 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 the Board and is documented in this contract. Video conferencing may be a Board approved alternative for face-to-face supervision. 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.
- 5) The Supervisee may be a W-2 employee of the Supervisor or agency for which the Supervisee works. Only psychologists licensed for independent practice may provide services on a contract basis.
- 6) 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.
- 7) The Supervisor will co-sign all reports if the Supervisee is a contractor with the school board. Supervisors do not need to sign Supervisees' reports if Supervisees are full-time employees of a local school board, yet the reports shall be logged in the Supervisor's log. If the Supervisee works in a private practice setting, all psychological work must be co-signed by the Supervisor. Regardless of employment status, all work by Supervisees shall be signed as "Supervised School Psychologist" and be reviewed by the Supervisor.
- 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. Supervision of Level 1 School Psychologists shall include all aspects of school psychology professional practice. These aspects include but are not limited to evaluations, consultations, ethics, crisis intervention, counseling, record keeping and professional development. Level II supervision should include this and other topics deemed appropriate by the Supervisor.
- 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) 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 on the quarterly report. However, ongoing verbal feedback to the supervisee is also expected.
- 16) The Supervisor will maintain and submit to the board, if requested, 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(s) 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 examination by the Board.
- 19) Clinical supervision shall not include any potentially problematic multiple relationships between the Supervisor and Supervisees. Any type of business relationship outside the parameters stated in this Supervision Contract is strictly prohibited between the Supervisor(s) and the 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) Supervision will not be limited to case discussion. Supervisors will employ a variety of strategies such as observation, reading assignments, or co-therapy.
- 22) Both parties will maintain current knowledge of HIPAA and other pertinent legal, ethical and regulatory guidelines and responsibilities.
- 23) In case of emergency, Supervisees will contact Supervisor at locations specified herein.
- 24) If applicable, fees for supervision shall be paid as designated in this contract.
- 25) Either party can terminate this contract at any time, and both Supervisor(s) and Supervisees 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.