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DIV. OF OCCUPATIONS  
& PROFESSIONS

Commonwealth of Kentucky  
Kentucky Board of Examiners of Psychology  
Agency Case No. 03-01  
Administrative Action No. 03-KBEP-0286

Kentucky Board of Examiners of Psychology

Complainant

v.

Order

Frances A. Cook, M.S.  
Certified Psychologist With Autonomous Functioning  
(License No. 0152)

Respondent

\* \* \* \* \*

The Kentucky Board of Examiners of Psychology having considered and voted to approve the Settlement Agreement in the above-referenced matter, hereby affirms, adopts and incorporates the Settlement Agreement attached hereto as its own.

It Is So Ordered.

Dated this 8<sup>th</sup> day of September, 2003.

Kentucky Board of Examiners of Psychology

By: Tracy D. Eells  
Tracy Dwight Eells, Ph.D., M.B.A.  
Chair, Kentucky Board of Examiners of Psychology


Copies sent this the 10<sup>th</sup> day of September, 2003, to:

Frances A. Cook, M.S.  
4105 Heartwood Drive  
Lexington, Kentucky 40515 (*Respondent*)(by regular mail)

Jay E. Ingle, Attorney at Law  
Jackson & Kelly, PLLC  
175 East Main Street  
Post Office Box 2150  
Lexington, Kentucky 40588-9945 (*Attorney for Respondent*)(by regular mail)

Mark Brengelman  
Assistant Attorney General  
Capitol Building, Suite 118  
700 Capitol Avenue  
Frankfort, Kentucky 40601-3449(*Board Counsel*)(by messenger mail)

Scott D. Majors  
Hearing Officer  
Office of the Attorney General – East Office  
Division of Administrative Hearings  
Frankfort, Kentucky 40601 (*Hearing Officer*)(by regular mail)

  
Wendy Satterly  
Board Administrator

**Commonwealth of Kentucky  
Board of Examiners of Psychology  
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**Commonwealth of Kentucky,  
Board of Examiners of Psychology**

**Complainant**

v.

**Settlement Agreement**

**Frances A. Cook, M.S.  
Certified Psychologist with Autonomous Functioning  
(License No. 0152)**

**Respondent**

\*\*\*\*\*

**Whereas, the Kentucky Board of Examiners of Psychology (hereafter "Board") having investigated an initiating complaint and having filed a Notice of Administrative Hearing and Order under KRS Chapters 319 and 13B against Frances A. Cook, M.S. (hereafter "Respondent"); and**

**Whereas, the parties mutually desire to settle the matter in an expeditious manner without resorting to a disciplinary hearing regarding the Notice of Administrative Hearing and Order filed July 9, 2003; and**

**Whereas, the Respondent has had the opportunity at all times to seek advice from competent counsel of choice, and no coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Settlement Agreement; and**

**Whereas, the Respondent freely and voluntarily enters into this Settlement Agreement, motivated by a desire to resolve the issues addressed herein, and the Respondent has executed**

this Settlement Agreement only after a careful reading of it and a full understanding of all of its terms;

It is hereby stipulated and agreed between the undersigned parties that this matter shall be settled and resolved as follows:

### **Jurisdiction**

The Respondent acknowledges the Board has jurisdiction over the Respondent and the conduct which has precipitated this Settlement Agreement.

The Respondent acknowledges the Board has the legal power and authority to take disciplinary action up to and including revocation of the Respondent's credential.

The Respondent acknowledges the Board will retain jurisdiction over this matter until all terms and conditions set forth in this Settlement Agreement have been met to the satisfaction of the Board. The Respondent expressly indemnifies the Board for any costs incurred, including reasonable attorney fees, in enforcing any provision of this Settlement Agreement should the Board determine the Respondent has not met any term of this Settlement Agreement after notice and opportunity to be heard.

### **Voluntary Waiver of Rights**

The Respondent has had the opportunity at all times to seek the advice from competent counsel of choice. No coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Settlement Agreement. The Respondent has freely and voluntarily entered into this Settlement Agreement, motivated only by a desire to resolve the issues addressed herein. The Respondent has executed this Settlement Agreement only after a careful reading of it and a full understanding of all of its terms.

The Respondent is fully aware of the Respondent's rights to contest charges in a formal hearing. These rights include: representation by an attorney at the Respondent's own expense, the right to a public hearing on any charges or allegations filed, the right to confront and cross-examine witnesses called to testify against the Respondent, the right to present evidence on the Respondent's own behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on the Respondent's own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of the Notice of Administrative Hearing and Order, and the right to obtain judicial review of the Board's decision. All of these rights are being voluntarily waived by the Respondent in exchange for the Board's acceptance of this Settlement Agreement.

#### **Costs**

The Board and the Respondent shall each bear their own costs incurred in this matter, except as provided below.

#### **Findings**

The Board has completed an investigation and filed a Notice of Administrative Hearing and Order having made a finding of a *prima facie* violation of KRS Chapter 319. Specifically, the Board has evidence that might lead the Board to believe the Respondent has committed the following act(s), which, if committed, is a violation of KRS Chapter 319:

The Respondent failed to comply with KRS 620.030 by failing to cause immediately an oral or written report to be made to the appropriate authorities regarding child abuse, neglect, or dependency, in violation of 201 KAR 26:145 § 7(9) and KRS 319.082(1)(f) when the Respondent had reason to believe that a minor patient of the Respondent had been the subject of abuse, neglect, or dependency.

The Respondent acknowledges the Board's finding of a *prima facie* violation(s) of KRS Chapter 319 as set forth above, and admits the violation of KRS Chapter 319 as set forth above.

The Board has no evidence to show that the Respondent intentionally or knowingly violated the provision of Kentucky law set forth in this paragraph, or that the Respondent was dishonest, fraudulent, criminal, or malicious in the Respondent's violation of this provision. The Respondent denies having intentionally violated this provision of Kentucky law.

**Effect Upon Credential Status: Probation, Supervision, Costs, Continuing Education**

Therefore, to avoid the time, cost, and expense of a hearing, the Respondent hereby agrees to the following as the agreed upon disciplinary action.

1) The Respondent's credential to practice psychology in the Commonwealth of Kentucky shall be placed on probation for a period of six (6) months from the date of entry of an Order of the Board adopting this Settlement Agreement;

2) The Respondent shall pay the Board's investigative costs of \$630.00 by certified check or money order made payable to "Kentucky State Treasurer" as reimbursement for administrative costs to the Board, on or before October 17, 2003, and;

3) The Respondent shall undergo supervision every-other-week for a period of six (6) months of the Respondent's entire practice of psychology in Kentucky which shall begin within thirty (30) days of the appointment in writing of a Kentucky licensed psychologist pursuant to 201 KAR 26:171 § 13 appointed by the Board and to be paid for by the Respondent directly to the supervisor;

A) Said supervision shall include one-hour, every-other-week, face-to-face meetings with the supervisor in accord with 201 KAR 26:171 §§ 13 and 14, and shall encompass the practice of psychology in general with an initial and continued focus on Kentucky mental health laws and domestic violence. In the event of unscheduled illness and conflicting vacation schedules, the supervision sessions may be rescheduled by agreement of the supervisor and the Respondent. It is the intention of the Board that this supervision shall be carried out in consecutive, every-other-week sessions, although missed sessions may be made up at the end of the regular supervisory period;

B) During the aforementioned period of supervision, the Respondent shall not supervise any candidates for licensure, certified psychologists, or psychological associates as a Board-approved supervisor under 201 KAR 26:171, and;

4) Completion of a Board-approved continuing education course of at least 3.0 contact hours in length on domestic violence sponsored or approved by the Cabinet for Families and Children, and;

5) Completion of a Board-approved continuing education course of at least 3.0 contact hours in length on Kentucky mental health law.

The Respondent agrees to complete the above-referenced continuing education courses by the end of the six (6) months of supervision, and to file appropriate proof of such completion with the Board Supervisor on or before the last supervision session. The Respondent also agrees that the hours earned for completion of these Board-mandated continuing education courses shall not satisfy any or part of the Respondent's continuing education obligation under 201 KAR 26:175.

In the event that the Respondent should stop practicing psychology in Kentucky, the Respondent shall notify the Board in writing within ten (10) days of the dates of departure and return or the dates of non-practice within Kentucky. Non-practice shall be defined as any period of time exceeding thirty (30) days in which the Respondent is not engaging in activities defined in KRS 319.010(3). Periods of temporary or permanent residency outside of Kentucky or practice of psychology outside Kentucky or of non-practice within Kentucky shall not reduce the probationary period and supervisory period.

The Respondent shall cooperate at all times with the supervisor, the Board, the Board's staff and its agents who are engaged in the supervision and investigation of compliance with this Settlement Agreement.

The Respondent expressly understands failure to comply with and complete all terms of this Settlement Agreement means the Respondent's credential shall be deemed suspended and shall further constitute failure to comply with an Order of the Board under KRS 319.082(1)(h) for which the Board may impose additional penalties available under law after notice and opportunity to be heard.

This action shall constitute disciplinary action against the credential of the Respondent.

#### **Resolution of Pending Charges**

The Board's Notice of Administrative Hearing and Order filed July 9, 2003, is hereby resolved.

#### **Release of Liability**

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In consideration of execution of this Settlement Agreement, the Respondent, for the Respondent individually, the Respondent's executors, administrators, successors and assigns,



hereby releases and forever discharges the Commonwealth of Kentucky, Kentucky Board of Psychology, Kentucky State Board of Examiners of Psychology, and the Kentucky Attorney General, and each of their members, agents and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this settlement or its administration.

#### **Acceptance by the Board**

This Settlement Agreement, when executed by the Respondent, shall be presented to the Kentucky Board of Examiners of Psychology with a recommendation for approval from the Board's counsel and Complaints Committee at the next regularly scheduled meeting of the Board following receipt of the executed Settlement Agreement. The Settlement Agreement shall not become effective until it has been approved by a majority of the Board and endorsed by the Chair of the Board.

The Respondent understands the Board is free to accept or reject this Settlement Agreement. The Respondent hereby agrees to waive any right the Respondent might have to challenge, based solely on the presentation of this Settlement Agreement to the Board, the impartiality of the Board to hear this administrative action if, after review by the Board, this Settlement Agreement is rejected.

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If the Settlement Agreement is not accepted by the Board, it shall be regarded as null and void. Representations and/or admissions by the Respondent in the Settlement Agreement, or

other settlement proposals, will not be regarded as evidence against the Respondent at any subsequent disciplinary hearing. The Respondent will be free to defend and no inferences against the Respondent will be made from the willingness to have entered into this Settlement Agreement.

### Open Records

The Respondent acknowledges this Settlement Agreement is subject to disclosure under the Kentucky Open Records Act, may be shared with any professional organization or licensing Board as the Board deems appropriate in its discretion, and shall be made public according to KRS 319.092(6) and 201 KAR 26:140 § 12, and may be reported in accord with federal law.

### Complete Agreement

This Settlement Agreement and Order consists of eight (8) pages and a signature page and embodies the entire agreement between the Board and the Respondent. It may not be altered, amended or modified without the express written consent of both parties.

### Have Seen, Understood and Approved:

Frances A. Cook M.S.

Frances A. Cook, M.S.  
4105 Heartwood Drive  
Lexington, Kentucky 40515

*Respondent*

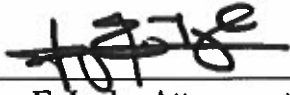
Date: 9-4-03

State Board of Psychology

By: M. Brengelman

Mark Brengelman  
Assistant Attorney General  
Office of the Attorney General  
Capitol Avenue, Suite 118  
Frankfort, Kentucky 40601-3449  
Phone: (502) 696-5614  
Fax: (502) 564-9380  
*Counsel for the Board*

Date: Sept. 8, 2003

  
Jay E. Ingle, Attorney at Law  
Jackson Kelly, PLLC  
175 East Main Street  
Post Office Box 2150  
Lexington, Kentucky 40588-9945  
*Attorney for Respondent*

Date: September 5, 2003