

Commonwealth of Kentucky  
Board of Examiners of Psychology  
Agency Case No. 00-08  
Administrative Action No. 2000-KBEP-0563

Commonwealth of Kentucky,  
Board of Examiners of Psychology

Complainant

v.

Order

Gary W. Maryman, Psy.D.  
Licensed Psychologist No. 0739

Respondent

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The State Board 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 January, 2001.

State Board of Psychology

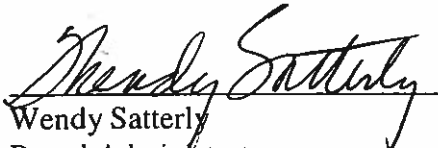
By: Robert J. Illback  
Robert J. Illback Ph.D.  
Chair, State Board of Psychology

Copies sent this the 9<sup>th</sup> day of January, 2001, to:

Gary Maryman, Psy.D.  
8397 Running Spring Drive  
Louisville, Kentucky 40241  
*Respondent*

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  
East Office — Division of Administrative Hearings  
Office of the Attorney General  
1024 Capital Center Drive  
Frankfort, Kentucky 40601-8204  
*Hearing Officer (by messenger mail)*

  
Wendy Satterly  
Board Administrator

**Commonwealth of Kentucky  
Board of Examiners of Psychology  
Agency Case No. 00-08  
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**Commonwealth of Kentucky,  
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v.

**Settlement Agreement**

**Gary W. Maryman, Psy.D.  
Licensed Psychologist No. 0739**

**Respondent**

\*\*\*\*\*

**Whereas**, the Kentucky Board of Examiners of Psychology (hereafter "Board") having issued a Formal Complaint dated November 30, 2000, and Notice of Administrative Hearing and Order against Gary W. Maryman, Psy.D., Licensed Psychologist No. 0739 (hereafter "Respondent"), and;

**Whereas**, the parties mutually desire to settle the matter in an expeditious manner without resorting to a disciplinary hearing; 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 agreement; and

**Whereas**, the Respondent freely and voluntarily enters into this 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;

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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.

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.

## **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 Formal Complaint. Specifically, the Board has evidence that might lead the Board to believe the Respondent has committed the following act(s) which, if committed, are a *prima facie* violation of KRS Chapter 319:

The Respondent acted in violation of KRS 319.082(1)(f) by violating a regulation of the Board, 201 KAR 26:171 §§ 12(3)(a), 2(1)(b), 9(1), and 1 and 26:145 § 6(3)(d). This violation involved not meeting a minimum of one, face-to-face supervision per month, by not meeting a minimum of one (1) hour, by not including additional supervision sessions as needed, by not having prior approval of the Board in advance of the supervisory arrangement, and by not maintaining a record of each supervisory session. These facts and circumstances involved the

Respondent's supervision of the Respondent's employee, a psychological associate, from March 18, 1999, to December 1, 1999.

**Effect Upon Credential Status: Probation and Restriction  
on Supervision with Continuing Education**

By acceptance of this Settlement Agreement, the Respondent admits one count of a violation of KRS Chapter 319 by not maintaining a record of each supervisory session as mandated by 201 KAR 26:145 § 6(3)(d). The Respondent denies any other charges.

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 one (1) year, with the restriction that the Respondent not supervise any candidates for licensure, certified psychologists, or psychological associates as a Board-approved supervisor under 201 KAR 26:171 during the period of probation which shall commence on the date of entry of an Order of the Board adopting this Settlement Agreement;

2) The Respondent shall pay the Board's investigative costs in the amount of \$1,200.00, by certified check or money order made payable to "Kentucky State Treasurer" as reimbursement for administrative costs to the Board along with the tendering of this Settlement Agreement;

3) The Respondent shall take and successfully complete the Board's "basic supervision" course as mandated and defined by 201 KAR 26:171 § 4(1) within the one (1) year period of probation before being allowed by the Board, in writing, to supervise any candidates for licensure, certified psychologists, or psychological associates as a Board-approved supervisor

under 201 KAR 26:171, and shall file a minimum of a two (2) page, single-spaced, typed summary of said course with the Board upon its completion;

4) In the event that the Respondent does not complete the “basic supervision” course as set forth in 3), above, then the Respondent may not supervise any candidates for licensure, certified psychologists, or psychological associates as a Board-approved supervisor under 201 KAR 26:171 until the Respondent takes and successfully completes said course and summary, and;

5) The Respondent shall comply fully with all provisions of 201 KAR 26:171 “Requirements for Supervision,” or any other applicable Board statute and regulation, so long as the Respondent holds a credential to practice psychology from the Board and supervises any candidates for licensure, certified psychologists, or psychological associates as a Board-approved supervisor

In the event that the Respondent should leave Kentucky to reside or practice outside of Kentucky or for any reason should the Respondent 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.

The Respondent shall cooperate at all times with 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 Formal Complaint**

The Board's Formal Complaint filed November 30, 2000, and any other amended Formal Complaint that may be filed by the Board, and the specific statutory and regulatory charges contained therein is hereby resolved.

#### **Release of Liability**

In consideration of execution of this Settlement Agreement, the Respondent, for the Respondent, 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 case manager at the next regularly scheduled meeting of the Board following receipt of the executed 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 he 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.

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.

**Complete Agreement**

This Settlement Agreement and Order consists of seven (7) pages 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:**

State Board of Psychology

Gary Mafyman  
Gary Mafyman, Psy.D.  
8397 Running Spring Drive  
Louisville, Kentucky 40241  
*Respondent*

Date: 12/26/2000

By: M. B.  
Mark Brengelman  
Assistant Attorney General  
Office of the Attorney General  
Capitol Avenue, Suite 118  
Frankfort, Kentucky 40601-3449  
*Counsel for the Board*

Date: Jan. 8, 2001