

Commonwealth of Kentucky
Kentucky Board of Examiners of Psychology
Agency Case No. 02-04, 02-04-01, and 02-08
Administrative Action No. 02-KBEP-00719

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DIV. OF OCCUPATIONS
& PROFESSIONS

Kentucky Board of Examiners of Psychology

Complainant

v.

Corrected Order

H. Lewis Walton, III, Ph.D.
Licensed Psychologist No. 1193

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, and hereby enters this Corrected Order to correct a clerical and typographical mistake in the Order of the Board entered January 6, 2003. The administrative Hearing set for April 14 – 17, 2003, remains cancelled.

It Is So Ordered.

Dated this 9th day of January, 2003.

Kentucky Board of Examiners of Psychology

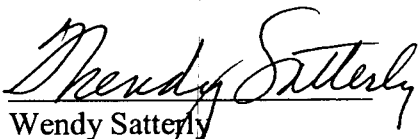
By: Tracy D. Eells
Tracy D. Eells, Ph.D.
Chair, Kentucky Board of Examiners of
Psychology

Copies sent this the 15th day of January, 2003, to:

H. Lewis Walton, III, Ph.D.
802 Elmwood Drive
Leitchfield, Kentucky 42754
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)

Thomas J. Hellmann, Hearing Officer
Office of the Attorney General -- East Office
Division of Administrative Hearings
1024 Capital Center Drive, Suite 200
Frankfort, Kentucky 40601-8204
Hearing Officer (by messenger mail)


Wendy Satterly
Board Administrator

Commonwealth of Kentucky
Kentucky Board of Examiners of Psychology
Agency Case No. 02-04, 02-04-01, and 02-08
Administrative Action No. 02-KBEP-00719

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DIV. OF OCCUPATIONS
& PROFESSIONS

Kentucky Board of Examiners of Psychology

Complainant

v.

Order

H. Lewis Walton, III, Ph.D.
Licensed Psychologist No. 1193

Respondent

* * * * *

The Kentucky Board of Examiners of Psychology having considered and voted to approve the Conditional Renewal of Credential in the above-referenced matter hereby affirms, adopts and incorporates the Conditional Renewal of Credential attached hereto as its own. The administrative Hearing set for April 14 – 17, 2003, is hereby cancelled.

It Is So Ordered.

Dated this 6th day of January, 2003.

Kentucky Board of Examiners of Psychology

By:

Tracy D. Eells

~~Robert J. Hlback, Psy.D.~~ Tracy D. Eells, PhD
Chair, Kentucky Board of Examiners of
Psychology

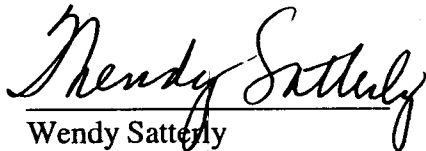
Copies sent this the 8th day of January, 2003, to:

H. Lewis Walton, III, Ph.D.
802 Elmwood Drive
Leitchfield, Kentucky 42754
Respondent (by regular mail)

Carole D. Christian, Attorney at Law
Wyatt, Tarrant & Combs
500 West Jefferson Street
Louisville, Kentucky 40202-2898
Attorney for Respondent (by regular mail)

Mark Brengelman
Assistant Attorney General
Capitol Building, Suite 118
700 Capitol Avenue
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Thomas J. Hellmann, Hearing Officer
Office of the Attorney General -- East Office
Division of Administrative Hearings
1024 Capital Center Drive, Suite 200
Frankfort, Kentucky 40601-8204
Hearing Officer (by messenger mail)



Wendy Satterly
Board Administrator

Commonwealth of Kentucky
Board of Examiners of Psychology
Agency Case Nos. 02-04, 02-04-01, and 02-08
Administrative Action No. 02-KBEP-0719

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DIV. OF OCCUPATIONS
& PROFESSIONS

Commonwealth of Kentucky,
Board of Examiners of Psychology

Complainant

v.

Settlement Agreement

H. Lewis Walton, III, Ph.D.
Licensed Psychologist No. 1193

Respondent

Whereas, the Kentucky Board of Examiners of Psychology (hereafter "Board") having investigated an initiating complaint and having filed a Formal Complaint and Notice of Administrative Hearing and Order dated October 15, 2002, under KRS Chapters 319 and 13B against H. Lewis Walton, III, Licensed Psychologist No. 1193 (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 Settlement Agreement; and

Whereas, the Respondent has a current medical condition which is a factor in deciding to enter into this Settlement Agreement.

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 his 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 his 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 the Formal Complaint, 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 Formal Complaint, 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 Formal Complaint dated October 15, 2002, having made a finding of *prima facie* violations of KRS Chapter 319 as set forth in that Formal Complaint. The Respondent acknowledges the Board's finding of *prima facie* violations of KRS Chapter 319 as set forth above, and admits that the Board has evidence that could lead the Board to conclude that the Respondent violated KRS Chapter 319 as set forth in the Formal Complaint.

The Respondent denies violating KRS Chapter 319 as charged, except that the Respondent admits to violating Count 3 of the Formal Complaint, as follows:

Respondent violated KRS 319.082(1)(l) by failing to provide adequate supervision for a certified psychologist, licensed psychological associate, or applicant for licensure. This violation involved the Respondent's failure to perform weekly supervision in violation of 201 KAR 26:171 for

Effect Upon Credential Status: Voluntary Surrender of License

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 license to practice psychology in the Commonwealth of Kentucky shall be deemed voluntarily surrendered as if revoked per KRS 319.082(1) as of the date of entry of an Order of the Board adopting this Settlement Agreement, with the Respondent to deliver the Respondent's Kentucky license, and any current renewal card/certificate, to the Board on or before January 2, 2003, and;

2) The Respondent shall pay \$1,000.00 in costs to the Board in lieu of a fine per KRS 319.092(3)(b) under an agreed payment plan as follows: \$200.00 to be paid on or before January 6, 2003; and \$100.00 per month due on the 6th day of each month thereafter, without interest so long as these payments are timely made; all monies due shall be paid by certified/cashier's check or money order made payable to the "Kentucky State Treasurer" and shall be paid in care of: The Kentucky Board of Examiners of Psychology, PO BOX 1360, 911 Leawood Drive, Frankfort, Kentucky 40602-1360, and;

3) The Respondent may apply for reinstatement of the Respondent's license at any time under the terms of KRS 319.082(4) and shall meet the standards of KRS 319.082(4) as determined by the Board after appropriate investigation on behalf of or by the Board, and;

4) If the Respondent applies for reinstatement of the Respondent's license, the Respondent shall file a current renewal application and shall take and pass the oral examination of the Board, 201 KAR 26:230 § 3(6), but only if the Respondent has not been practicing psychology for three (3) years per KRS 319.071(2), and shall in any event submit proof of mandated continuing education for each and every year of non-practice; for the purpose of this Settlement Agreement, the parties agree that the Respondent has not practiced psychology since October 29, 2002, and;

5) In the event of the reinstatement of the license of the Respondent after meeting the conditions of KRS 319.082(4), the Respondent shall submit to supervision by a psychologist appointed by the Board for a period of no more than eighteen (18) months per all requirements of 201 KAR 26:171 §§ 13 and 14, which may include alcohol/drug screens or other such terms of supervision as may be agreed upon or may be ordered by the Board in the interests of protecting the public, and;

A) Said supervision shall include one-hour, weekly, 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. 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, weekly 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.

C) The Respondent, through the Board Supervisor, may petition the Board in writing at the expiration of no less than twelve (12) months of supervision for termination of the remaining time of supervision. The Board shall consider and rule upon the written request, if any, at its next regularly scheduled meeting after receipt of the written request. The Respondent shall not terminate supervision and may not supervise others until and unless the Board so approves in writing.

In the event after reinstatement of the Respondent's license 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(6). 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 supervisory period.

The Respondent shall cooperate at all times with the Board 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 need not submit at this time to the "fitness for duty" examination otherwise ordered by the Board by letter dated October 15, 2002, as that Order of the Board shall be deemed superceded by the requirements of this Settlement Agreement.

The Respondent expressly understands failure to comply with and complete all terms of this Settlement Agreement 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.

Resolution of Pending Charges

The Board's Formal Complaint filed October 15, 2002, shall be deemed dismissed upon entry of an Order of the Board adopting this Settlement Agreement, with prejudice, and shall not be prosecuted again in any way.

Release of Liability

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 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.

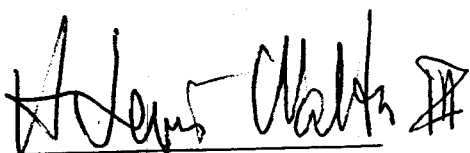

Open Records

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, and may be reported in accord with federal law.

Complete Agreement

This Settlement Agreement and Order consists of eight (8) 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:

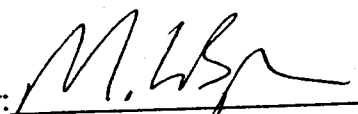
 

H. Lewis Walton, III, Ph.D.
802 Elmwood Drive
Leitchfield, Kentucky 42754

Respondent

Date: 12/27/02

State Board of Psychology

By: 
Mark Brengelman

Assistant Attorney General
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Capitol Avenue, Suite 118
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Counsel for the Board

Date: Jan 6, 2003