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Commonwealth of Kentucky
Board of Examiners of Psychology
Agency Case No. 05-21
Administrative Action No. 06-KBEP-0215

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AUG 21 2006
DIV. OF OCCUPATIONS
& PROFESSIONS
Complaint

Commonwealth of Kentucky,
Board of Examiners of Psychology

v. **Settlement Agreement**

James David Buckman, M.A.
(Licensed Psychological Associate No. 0172)

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 June 28, 2006, under KRS Chapters 319 and 13B (hereafter "Formal Complaint") against James David Buckman, M.A., 4804 Mike Court, Louisville, Kentucky 40291 (hereafter "Respondent"), and;

Whereas, the Respondent is not practicing psychology at this time and has not been since at least February 2, 2006, when the Respondent separated from the Respondent's employment as a psychologist, and;

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

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 Formal Complaint, the right to obtain judicial review of the Board's decision, and the right to appeal any final order of the Board to the Franklin Circuit Court as otherwise allowed by KRS 319.092(7). 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 Formal Complaint having made a finding of *prima facie* violations of KRS Chapter 319. Specifically, the Board has evidence that might lead the Board to believe the Respondent has committed the acts alleged in the Board's Formal Complaint filed June 28, 2006. The Respondent acknowledges the Board's finding of *prima facie* violations of KRS Chapter 319, and for the purposes of this Settlement Agreement admits the following:

- 1) That the Board would be able to prove one (1) count of a violation of KRS 319.082(1)(n) and 201 KAR 26:145 § 2(b)1 and 2 by having sexual contact with a patient, and by engaging in sexual intercourse or other physical intimacy with the patient when the patient was clearly vulnerable, by reason of emotional or cognitive disorder, to exploitive influence by the Respondent. In this case, this violation occurred after the last date of professional service rendered by the Respondent to the client, but the prohibitions on sexual contact or other physical intimacy extended indefinitely from the last date of professional service rendered by the Respondent and based upon the above facts.

Effect Upon Credential Status: Revocation and Costs

Therefore, to avoid the time, expense, and delay of a hearing, the Respondent hereby agrees to the following disciplinary action:

1) The Respondent's credential to practice psychology in the Commonwealth of Kentucky shall be revoked, and;

2) The Respondent shall pay the Board's costs of \$1,000.00 without interest except as below, in seven (7) equal monthly installments by certified check or money order made payable to "Kentucky State Treasurer," with the first six (6) equal installments of \$150.00 due September 1, 2006, and each payment thereafter due on the 1st of each subsequent month for six (6) months, with a final, seventh (7th) payment of \$100.00 due as the last and final payment, and with all payments mailed to the Board at the address below; if the Respondent defaults on any single payment, then the remaining amount shall become fully due and payable, and the outstanding balance shall accrue interest at the judgment rate of twelve percent (12%) and from the date that the payment was due. The Board shall have the right to recover any unpaid amounts in addition to any other remedies afforded to the Board, and;

3) The Respondent shall not reapply for a license to practice psychology for a period of three (3) years from February 2, 2006, and shall further not apply for any mental health profession license from any agency of the Commonwealth of Kentucky for a period of three (3) years from February 2, 2006, and;

4) If the Respondent, after three (3) years from February 2, 2006, reapplies for a license from the Board, the Respondent shall comply with the provisions of KRS 319.082(4), and may

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also be subject to additional probationary, monitoring, supervision, and treatment terms if the Board votes to reinstate the Respondent's license to practice psychology under such terms, and;

5) Within ten (10) days of the date of entry of an order of the Board adopting this Settlement Agreement, the Respondent shall return the Respondent's Kentucky license to practice psychology, along with any renewal cards, certificates, or stickers, to the Board at the following address:

ATTN: Patricia Dempsey, Board Administrator
Kentucky Board of Examiners of Psychology
Division of Occupations and Professions
Post Office Box 1360
Frankfort, Kentucky 40602-1360.

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 Formal Complaint filed June 28, 2006, is hereby resolved.

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 Board of Examiners of Psychology, and the Kentucky Attorney General,

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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 Agreement, 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 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.

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.

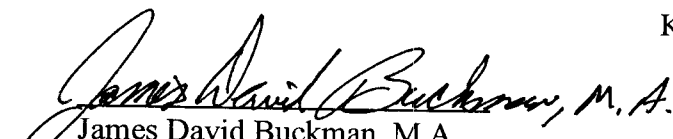
Open Records

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

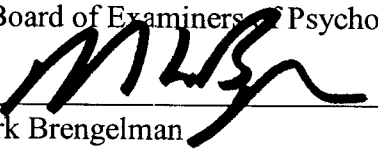
This Settlement Agreement and Order consists of seven (7) pages and embodies the entire agreement between the Board and the Respondent. This Settlement Agreement shall constitute a binding contract between the Respondent and the Board, subject only to approval by the Board as set forth above. The Respondent shall not rescind, revoke, or withdraw this Settlement Agreement prior to its presentation to the Board at a regularly scheduled meeting of the Board. It may not be altered, amended or modified without the express written consent of both parties.

Have Seen, Understood and Approved:


James David Buckman, M.A.
4804 Mike Court
Louisville, Kentucky 40291
Respondent

Date: 8-7-06

Kentucky Board of Examiners of Psychology

By: 
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Counsel for the Board

Date: Aug. 28, 2006