

Commonwealth of Kentucky
Kentucky Board of Examiners of Psychology
Agency Case No. 08-18
Administrative Action No. 09-KBEP-0189

Kentucky Board of Examiners of Psychology

Complainant

v.

Order

Larry L. Curl, Psy.D.,
Licensed Psychologist No. 1220

Respondent

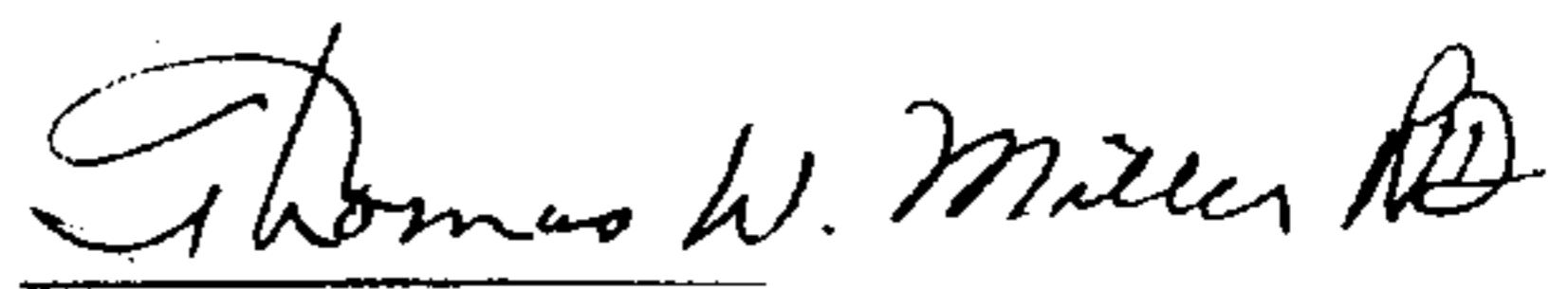
* * * * *

The Kentucky Board of Examiners of Psychology having met on November 12, 2009, and 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 12th day of November, 2009.

Kentucky Board of Examiners of Psychology

By: Thomas W. Miller 

Thomas W. Miller, Ph.D.
Chair, Kentucky Board of Examiners of
Psychology

Copies sent this the 23rd day of November, 2009, to:

Larry L. Curl, Psy.D.
8730 Loch Lea Lane
Louisville, Kentucky 40299
Respondent (by regular mail)

Brian R. Good
L. Chad Elder, Attorneys at Law
Elder & Good, PLLC
159 St. Matthews Avenue, Suite 1
Louisville, Kentucky 40207
Attorneys for Respondent (by regular mail)

Michael Head, 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 regular mail)

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


Julie G. Jackson, Board Administrator

**Commonwealth of Kentucky
Board of Examiners of Psychology
Agency Case No. 08-18
Administrative Action No. 09-KBEP-0189**

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

Complainant

v.

Settlement Agreement

**Larry L. Curl, Psy.D.
(License No. 1220)**

Respondent

Whereas, the Kentucky Board of Examiners of Psychology (hereafter "Board") having investigated an initiating complaint filed by a member of the public and having filed a Notice of Administrative Hearing and Order dated July 31, 2009, under KRS Chapters 319 and 13B (hereafter "Notice of Hearing") against Larry L. Curl, Psy.D., 8730 Loch Lea Lane, Louisville, Kentucky 40299 (hereafter "Respondent"), and;

Whereas, for the purposes of this Settlement Agreement, the Respondent, who denies any violation, acknowledges the Board would prove by a preponderance of the evidence at a hearing before the Board as follows:

- 1) the Respondent violated KRS 319.082(1)(f) by violating 201 KAR 26:145 § 3(5) by rendering a formal professional opinion in a report, letter, or testimony about a person without direct and substantial professional contact with, or a formal assessment of, that person. This violation involved the Respondent's services in *Commonwealth of Kentucky v. Said Ali Biyad*, Jefferson Circuit Court No. 06-CR-3272.

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 waives the right to challenge any agreed upon term or condition of this Settlement Agreement as set forth in "Effect Upon Credential Status" notwithstanding any other statutory provision of KRS Chapter

319, and the Respondent expressly agrees those agreed upon terms and conditions contained therein are exclusively a matter of private right.

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.

Effect Upon Credential Status: Reprimand; Probation; Supervision; Costs

The Respondent hereby agrees to the following disciplinary action:

1) The Respondent's credential to practice psychology in the Commonwealth of Kentucky shall be reprimanded, with this Settlement Agreement constituting the reprimand, and placed on probation for two (2) years upon the following conditions:

3) The Respondent shall pay the total amount of \$2,160.00 as reimbursement for investigative, mediation, and legal costs to the Board by certified check or money order made payable to "Kentucky State Treasurer" and mailed or tendered to the Board at Post Office Box 1360, Frankfort, Kentucky 40602-1360, on or before November 1, 2010, and;

4) The Respondent shall undergo weekly supervision during the two (2) year period of probation of at least one (1.0) hour per week for a period of two (2) years (total: 104 sessions) 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 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 with an initial and continued focus on assessments and evaluations procedures. 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 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 or after the end of the applicable period of probation;

B) After six (6) months of successful supervision, the Respondent, through the Board supervisor, may petition the Board in writing to reduce the remaining supervision to every other week. 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 reduce the supervision until and unless the Board so approves in writing, and;

C) After one (1) year of successful supervision, the Respondent, through the Board supervisor, may petition the Board in writing for termination of all the remaining provisions of probation and 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 the supervision until and unless the Board so approves in writing, and;

5) Within ten (10) days after the date of service by U.S. Mail of a copy of this Settlement Agreement as approved by the Board, the Respondent shall provide a true and accurate copy of this Settlement Agreement to Carol Cobb, Assistant Commonwealth Attorney; the Respondent shall simultaneously file proof of compliance with this requirement with the Board at the same address in ¶ 3, above.

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(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 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 shall 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 Hearing filed July 31, 2009, 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, 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

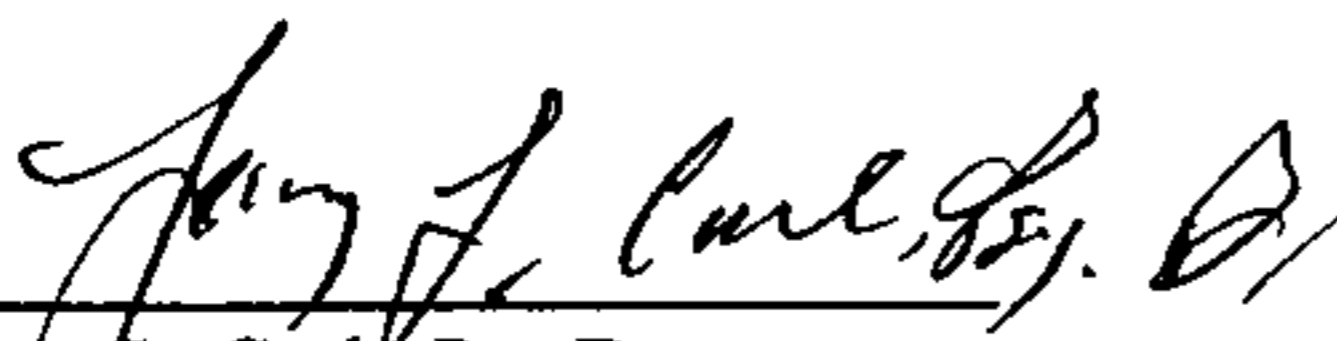
The Respondent acknowledges this Settlement Agreement is subject to disclosure under the Kentucky Open Records Act, may be shared with any professional organization or licensing Board as the Board deems appropriate in its discretion, and shall be made public according to KRS 319.092(6) and 201 KAR 26:140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

Complete Agreement


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


Larry L. Curl, Psy.D.
8730 Loch Lea Lane
Louisville, Kentucky 40299
Respondent

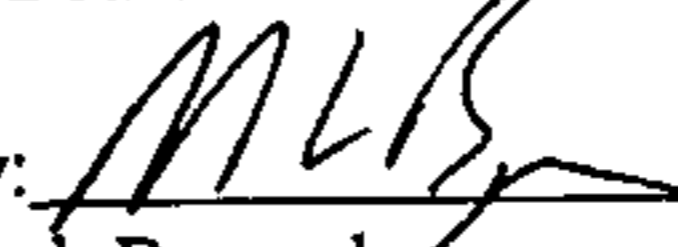
Date: 11-9-09


Brian R. Good, Attorney at Law


L. Chad Elder, Attorney at Law
Elder & Good, PLLC
159 St. Matthews Avenue, Suite 1
Louisville, Kentucky 40207
Attorneys for Respondent

Date: 11/9/2009

Kentucky Board of Examiners of Psychology

By: 
Mark Brengelman
Assistant Attorney General
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Frankfort, Kentucky 40601-3449
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Counsel for the Board

Date: Nov. 9, 2009