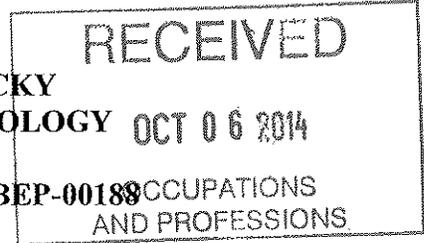


COMMONWEALTH OF KENTUCKY
BOARD OF EXAMINERS OF PSYCHOLOGY
AGENCY CASE NO. 10-19
ADMINISTRATIVE ACTION NO. 12-KBEP-00188



COMMONWEALTH OF KENTUCKY,
BOARD OF EXAMINERS OF PSYCHOLOGY

COMPLAINANT

V.

LOUIS E. "LEE" EPSTEIN, Ed.D.
(LICENSE PSYCHOLOGIST NO. 0259)

RESPONDENT

FINAL ORDER

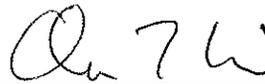
This matter is before the Kentucky Board of Examiners of Psychology on a Recommended Order of Dismissal entered by the Hearing Officer on September 22, 2014. The Respondent, through counsel, waived the fifteen-day period in which either party could file exceptions to the Recommended Order of Dismissal on September 30, 2014.

Pursuant to KRS 13B.120, after having reviewed the record, the Settlement Agreement, Recommended Order of Dismissal, and Respondent's Written Waiver of the Exception Period, the Board hereby adopts as its own the decision of the Hearing Officer and the terms of the Settlement Agreement are adopted and incorporated.

IT IS HEREBY ORDERED THAT the license of Louis E. Epstein, Ed.D., is SUSPENDED for a period of six (6) months which is effective immediately. The six-month suspension of his license shall be probated for a period of six months.

This is a final and appealable order. Pursuant to KRS 13B.140(1), a party may institute an appeal of this Final Order by filing a petition in the appropriate court of venue within thirty (30) days after the Final Order is mailed or delivered by personal service.

Issued this 6th day of October, 2014.



Owen Nichols
Board Chairperson

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Final Order mailed by certified mail, return receipt requested on this 13th day of October, 2014, to the following:

Charles J. "Mike" Cronan, IV
Chadwick A. McTighe
Stites & Harbison, PLLC
400 West Market Street, Suite 1800
Louisville, Kentucky 40202-3352
Counsel for Respondent

And by messenger mail to:

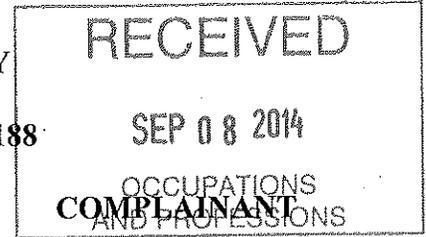
Office of the Attorney General
Division of Administrative Hearings
1024 Capital Center Drive
Frankfort, KY 40601

Brian T. Judy
Office of the Attorney General
Civil Division
700 Capitol Avenue, Suite 118
Frankfort, KY 40601



Robin Vick
Board Administrator

COMMONWEALTH OF KENTUCKY
BOARD OF EXAMINERS OF PSYCHOLOGY
AGENCY CASE NO. 10-19
ADMINISTRATIVE ACTION NO. 12-KBEP-00188



COMMONWEALTH OF KENTUCKY,
BOARD OF EXAMINERS OF PSYCHOLOGY

V.

LOUIS E. "LEE" EPSTEIN, Ed.D.
(LICENSE PSYCHOLOGIST NO. 0259)

RESPONDENT

SETTLEMENT AGREEMENT

This Settlement Agreement ("the Agreement") is made, by and among the Kentucky Board of Examiners of Psychology (the "Board") and Louis E. Epstein, Ed.D. ("Respondent").

Witnesseth

Whereas, the Kentucky Board of Examiners of Psychology having investigated an initiating complaint made on June 16, 2010, Board Action No. 10-19, and having brought charges by filing a Notice of Administrative Hearing and Order, Administrative Action No. 12-KBEP-00188 dated June 1, 2012, for alleged violations of provisions of KRS Chapter 319 against Louis E. "Lee" Epstein, Ed.D., 3333 Bardstown Road, Louisville, Kentucky 40218;

Whereas, Respondent has denied the allegations that he acted in violation of KRS Chapter 319 or any other law or standard;

Whereas, the parties mutually desire to settle the issues in an expeditious manner, without the need for a formal hearing;

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.

Terms of Agreement

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. The Respondent acknowledges that the Board filed a 26-count Notice of Administrative Hearing and Order dated June 1, 2012, alleging that the Respondent had violated provisions of KRS Chapter 319 and the regulations promulgated thereto, by inappropriately using psychological test instruments and assessment procedures, and by his practice of recommending specific medications and dosages in his reports.

2. By entering into this Agreement, the Respondent recognizes that if this matter were to go to an administrative hearing, the Board may have sufficient evidence to sustain a disciplinary action against him. Nevertheless, he desires to settle the matter in an expeditious manner without resorting to a disciplinary hearing, and in doing so, he does not admit to, and expressly denies, any wrongdoing or liability.

3. The Respondent agrees to:

- (a) A six-month suspension of his license, which shall be probated for a period of six months, effective immediately upon issuance of a Final Order by the Board;

- (b) Twelve (12) supervision sessions in accordance with 201 KAR 26:171, Section 14. The supervision shall consist of a one hour face-to-face meeting every other week, or as otherwise agreed by the Board-appointed supervisor and the Respondent. Each supervision session shall focus on the assessment techniques and psychological reports, including the presentation of test results, normative information, rationale for test selection, and comprehensive reporting of relevant history and resenting problem. The Respondent shall pay his supervisor in full prior to each supervision meeting. The Respondent may cancel a supervision session if he has not seen a client during the two weeks prior to the supervision session. He must coordinate any cancellations with the Board-appointed supervisor in a manner acceptable to the supervisor and in a time frame acceptable to the supervisor; and
- (c) Pay costs in the amount of \$3,000.00 associated with the investigation and prosecution of this matter within ninety (90) days of execution of this Agreement. The payments shall be by certified check or money order made payable to and mailed or tendered to the: Kentucky Board of Examiners of Psychology, 911 Leawood Drive, P.O. Box 1360, Frankfort, Kentucky 40601.

4. The Board agrees to:

- (a) A six-month suspension of his license, which shall be probated for a period of six months, effective immediately upon issuance of a Final Order by the Board;

- (b) Twelve (12) supervision sessions in accordance with 201 KAR 26:171, Section 14; and
- (c) Not seek any additional disciplinary action against the Respondent based on the factual allegations enumerated in the Notice of Administrative Hearing and Order.

5. The parties agree to execute all documents necessary to settle and dismiss Board Action No. 10-19 and Administrative Action No. 12-KBEP-00188.

6. 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.

7. The Parties agree to take all actions necessary that would cause the conditions and obligations under this Agreement to become effective upon the date of this Agreement, or, in the event that additional documents may need to be executed after the date of this Agreement, the Parties agree to cooperate with each other and execute such additional documents to effectuate the purposes as stated herein.

8. Each of the Parties represents and warrants to the other that it has taken all requisite action to authorize the execution, delivery and performance of its obligations hereunder, and that each party has all requisite power and authority to enter into this Agreement and to effectuate the purposes herein and that the Agreement will in fact be legally binding and will constitute the valid and legally binding obligation of each party and will be enforceable against each party in accordance with the respective terms hereof.

9. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, in accordance with the laws of the Commonwealth of Kentucky without reference to its choice of law rules. Any dispute arising hereunder shall be settled by a state court of appropriate jurisdiction in Franklin County, Kentucky. The Parties irrevocably consent to the personal jurisdiction and venue of such court. The Parties agree that any such litigation shall be by bench trial only, each of the Parties irrevocably waiving its right to jury trial in any dispute arising hereunder.

10. This Agreement may not be modified except by a written agreement signed by all Parties.

11. The Parties represent, agree, and acknowledge that they have read this Agreement in its entirety and fully understand and agree to its terms.

Costs

Except as provided above, the parties shall bear their own costs, expenses and attorney fees incurred in this matter.

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, or now has, or claims to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation or this proceeding.

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.

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 that 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 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.

Kentucky Board of Examiners of Psychology

Louis E. Epstein
Louis E. Epstein, Ed.D.
3333 Bardstown Road
Louisville, Kentucky 40218
Respondent

Date: _____

By: Brian T. Judy
Brian T. Judy
Assistant Attorney General
Office of the Attorney General
700 Capitol Avenue, suite 118
Frankfort, Kentucky 40601
Phone: (502) 696-5300
Fax: (502) 564-6801
Counsel for the Board

Date: 9-8-14

Charles J. "Mike" Cronan, IV
Charles J. "Mike" Cronan, IV
Chadwick A. McTighe
Stites & Harbison, PLLC
400 West Market Street, Suite 1800
Louisville, Kentucky 40202-3352
Counsel for Respondent

Date: 9/3/14

Owen Nichols
Owen Nichols
Chairperson
Board of Examiners of Psychology
911 Leawood Drive
P.O. Box 1360
Frankfort, Kentucky 40601

Date: 9/8/14