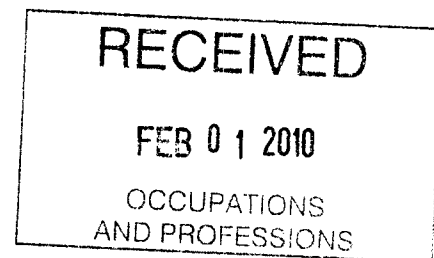


Commonwealth of Kentucky  
Kentucky Board of Examiners of Psychology  
Agency Case No. 09-03  
Administrative Action No. 09-KBEP-0294



Commonwealth of Kentucky,  
Board of Examiners of Psychology

Complainant

v.

Order

Shelley Ann Haste, Psy.D.  
(License No. 1402)

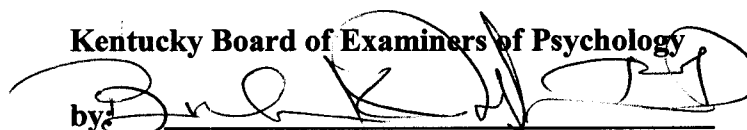
Respondent

\* \* \* \* \*

The Kentucky Board of Examiners of Psychology, having met on February 1, 2010, and having voted in the above-styled case, adopts and incorporates the attached Settlement Agreement.

It is so ordered.

Dated this 1st day of February, 2010.

Kentucky Board of Examiners of Psychology  
by:   
Barbara K. Jefferson, Ph.D., Vice-Chair

Copies sent as indicated below this the 1st day of February, 2010, to:

Shelley Ann Haste, Psy.D.  
Post Office Box 13417  
Hamilton, Ohio 45013  
*Respondent* (by regular mail)

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

W. Robert Lotz, Attorney  
120 West Fifth Street  
Covington, Kentucky 41011  
*Attorney for Respondent*  
(by regular mail)

Susan S. Durant, Hearing Officer  
Office of the Attorney General C East Office  
Division of Administrative Hearings  
1024 Capital Center Drive, Suite 200  
Frankfort, Kentucky 40601-8204  
*Hearing Officer* (by messenger mail)

  
Julie G. Jackson, Board Administrator

**Commonwealth of Kentucky  
Board of Examiners of Psychology  
Agency Case No. 09-03  
Administrative Action No. 09-KBEP-0294**

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

**Complainant**

v.

**Settlement Agreement**

**Shelley Ann Haste, Psy.D.  
(License No. 1402)**

**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 November 18, 2009, under KRS Chapters 319 and 13B (hereafter “Notice of Hearing”) against Shelley Ann Haste, Psy.D., Post Office Box 13417, Hamilton, Ohio 45013 (hereafter “Respondent”), and;

**Whereas**, for the purposes of this Settlement Agreement, the Respondent admits the Board would prove by a preponderance of the evidence at a hearing before the Board as follows:

- 1) Four (4) counts of a violation of 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, involving the Respondent’s written letter to another psychologist where the Respondent made such opinions about a person not the patient or client of the Respondent, and with whom the Respondent did not otherwise have direct and substantial professional contact with or a formal assessment of, and;
- 2) One (1) count of a violation of KRS 319.082(1)( c) by committing an unfair, false, misleading, or deceptive act or practice involving the Respondent’s written letter to another psychologist where the Respondent imposed on a person a stereotype of behavior, values, or role related to sexual preference, religion, and diagnosis of the person who was not the patient or client of the Respondent, and with whom the

Respondent did not otherwise have direct and substantial professional contact with or a formal assessment of.

**Whereas,** Respondent has already relocated to the State of Indiana to practice psychology under the license to practice psychology issued by the State of Indiana; while the Kentucky license of the Respondent remains under the jurisdiction of the Board, and;

**Whereas,** the parties mutually desire to settle the matter in an expeditious manner without resorting to a disciplinary hearing when no practice of psychology currently exists in the Commonwealth of Kentucky; 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; Costs; Fines, and; Continuing Education**

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;

2) The Respondent shall pay the total amount of \$750.00 as reimbursement for investigative and legal costs to the Board and a fine of \$1,000.00 per violation (\$5,000.00 in fines)(total costs and fines: \$5,750.00) 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 March 1, 2010, and;

3) The Respondent shall complete by September 1, 2010, the following continuing education, in lieu of supervision of the Respondent's practice as otherwise allowed by KRS 319.092 and 201 KAR 26:171 §§ 13 and 14, for the reasons set forth above:

a) a continuing education course(s) to be preapproved by the Board of a total of eight (8.0) clock hours covering KRS Chapter 319, 201 KAR Chapter 26, the Board's Code of Conduct at 201 KAR 26:145, Kentucky mental health law, ethical principles, and professional practice for the behavioral professional, at the cost of the Respondent, and;

b) this continuing education course shall not count for the continuing education hours already separately mandated by KRS Chapter 319 as a condition of licensure renewal for this renewal cycle, and;

c) the Respondent shall schedule a meeting to be held in person (to occur within thirty (30) days after completion of the above continuing education) of not less than two (2.0) clock hours with a licensed psychologist appointed in writing by the Board, at the cost of the Respondent, in order to discuss with the licensed psychologist the Respondent's past and present practices and understanding of the ethics of the behavioral professional, and for the purpose of demonstrating that the Respondent's practice does not pose a risk to the public as a result of the violations admitted, above, and;

d) submit to the licensed psychologist appointed by the Board a written summary of at least five (5.0) typed pages the above continuing education

course(s) prior to the scheduled meeting, sufficient to allow the examples in the course, as well as the Respondent's own experiences, to provide an informative structure to this review process, and;

e) the Respondent shall request the preapproval of the board in writing at least forty-five (45) days prior to the date of the course(s) to be taken by the Respondent to satisfy ¶ 3(a), above so the Board may approve the course and appoint a psychologist in accord with ¶ 3( c) and (d), above.

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 November 18, 2009, is hereby resolved pending only a majority vote of the Board at a meeting of the Board.

#### **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**

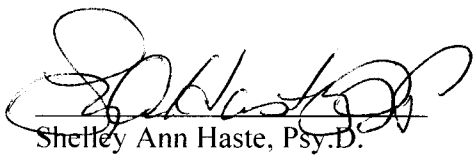
The Respondent acknowledges this Settlement Agreement is subject to disclosure under the Kentucky Open Records Act, may be shared with any professional organization or licensing

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**

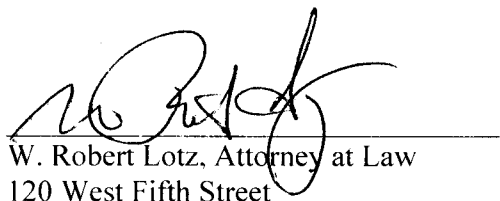
This Settlement Agreement consists of seven (7) pages and embodies the entire agreement between the Board and the Respondent. This Settlement Agreement shall constitute a binding contract between the Respondent and the Board, subject only to approval by the Board as set forth above. The Respondent shall 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:**



Shelley Ann Haste, Psy.D.  
PO Box 13417  
Hamilton, Ohio 45013  
*Respondent*

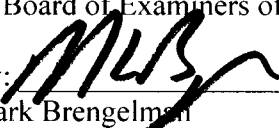
Date: 1/20/10



W. Robert Lotz, Attorney at Law  
120 West Fifth Street  
Covington, Kentucky 41011  
*Attorney for Respondent*

Date: 1/20/2010

Kentucky Board of Examiners of Psychology

By:   
Mark Brengel

Assistant Attorney General  
Office of the Attorney General  
Capitol Avenue, Suite 118  
Frankfort, Kentucky 40601-3449  
Phone: (502) 696-5627  
Fax: (502) 564-6801  
*Counsel for the Board*

Date: February 1, 2010