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Commonwealth of Kentucky  
Kentucky Board of Examiners of Psychology  
Agency Case No. 02-20 & 03-30  
Administration Action No. 03-KBEP-0285

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AUG 02 2004

DIV. OF OCCUPATIONS  
& PROFESSIONS

Kentucky Board of Examiners of Psychology

Complainant

v.

Order

William F. Gross, Ed.D.  
Licensed Psychologist No. 0226

Respondent

\* \* \* \* \*

The Kentucky Board of Examiners of Psychology having met on August 2, 2004, 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 2<sup>nd</sup> day of August, 2004.

Kentucky Board of Examiners of Psychology

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

Copies sent this the 9<sup>th</sup> day of August, to:

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 (copy by messenger mail)*

William F. Gross, Ph.D.  
3112 Popham Court  
Lexington, Kentucky 40509

and  
3092 Rio Dosa Drive  
Lexington, Kentucky 40509-1540  
*Respondent* (copy by regular mail)

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

  
Wendy Satterly  
Board Administrator

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Kentucky Board of Examiners of Psychology  
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DIV. OF OCCUPATIONS  
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**Commonwealth of Kentucky,  
Board of Examiners of Psychology**

**Complainant**

v.

**Settlement Agreement**

**William F. Gross, Ed.D.  
(License No. 0226)**

**Respondent**

\* \* \* \* \*

**Whereas**, the Kentucky Board of Examiners of Psychology (“Board”) having filed a Notice of Administrative Hearing and Order and Formal Complaint dated July 8, 2003 (“Formal Complaint”), based on an investigation completed by the Board regarding William F. Gross, Ed.D. (“Respondent”), 3112 Popham Court, Lexington, Kentucky 40509, formerly of 3596 Forest Spring Court, Lexington, Kentucky 40509, formerly of 1057 Ramblewood Way, Lexington, Kentucky 40509;

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

**It is hereby stipulated and agreed** between the undersigned parties that this matter shall be settled and resolved upon the following terms:

**Findings**

The Respondent hereby acknowledges the Board’s finding of probable cause for

the charges issued by the Board in its Formal Complaint filed July 8, 2003, as alleged by the Board in Counts 1 through 8.

By acceptance of this Settlement Agreement, the Respondent admits to the following:

1) That the Respondent violated KRS 319.082(1)(f) by violating 201 KAR 26:145 § 3(6) by not maintaining and retaining professional records as mandated by Board regulation, including failing to assure that all data entries in the professional records are maintained for a period of not less than five (5) years after the last date that service was rendered, and;

2) That the Respondent violated KRS 319.082(1)(f) by violating 201 KAR 26:145 § 3(7) by not making adequate arrangements for another mental health professional to deal with the needs of clients of the Respondent, as appropriate, during a period of the Respondent's foreseeable absence from professional availability, and;

3) That the Respondent violated KRS 319.082(1)(f) by violating 201 KAR 26:145 § 4(2)(b)(3) and 201 KAR 26:145 § 4(2)(c) by entering into a potentially exploitive relationship with current or former clients when the clients were vulnerable, by reason of emotional or cognitive disorder, to exploitive influence by the Respondent, and;

4) That the Respondent violated KRS 319.082(1)(f) and 201 KAR 26:145 § 7(1) by not safeguarding the confidential information obtained in the course of practice or other professional service.

### **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, or after it having been carefully, fully, and completely read to the Respondent, and a full understanding of all of its terms.

The Respondent is fully aware of 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 him, 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.

#### **Jurisdiction**

The Respondent acknowledges that the Board has jurisdiction over the Respondent and the allegations set forth in the Formal Complaint which has precipitated this Settlement Agreement. The Respondent also acknowledges that the Board has the legal authority to take disciplinary action up to and including revocation of the Respondent's license to practice psychology in Kentucky.

The Respondent acknowledges that 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.

## **Publication of Settlement Agreement**

The Respondent acknowledges that, once adopted by the Board, this Settlement Agreement is considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act. Further, the Respondent understands that the Board is free to make any use authorized by law as the Board deems appropriate of the contents of this Settlement Agreement and Formal Complaint which shall include, but not be limited to, publication in a Board newsletter under KRS 319.092(6) and the Board's ability to share the content of this Settlement Agreement and Formal Complaint with any governmental or professional Board or organization.

Both parties agree to keep this Settlement Agreement confidential within the Board and its representatives until such time as it is adopted by majority vote of the Board.

### **Effect Upon Licensure Status: Suspension; Costs; Terms of Reinstatement**

The parties agree to the following as the agreed upon disciplinary action:

1) The Respondent's license to practice as a psychologist in the Commonwealth of Kentucky shall be suspended indefinitely as of the date of an order of the Board adopting this Settlement Agreement;

2) The Respondent shall not apply for reinstatement of the Respondent's license for a minimum period of three (3) years from the date of an order of the Board adopting this Settlement Agreement;

3) The Respondent shall pay the actual investigative costs of \$1440.00 in this matter by certified check or money order made payable to the Kentucky State Treasurer in equal monthly installments of \$240.00 beginning no later than November 1, 2004.

### **Post-Suspension Terms of Reinstatement of License**

The Respondent may apply for reinstatement of the Respondent's license after a period of three (3) years from the date of an order of the Board adopting this Settlement Agreement, and only upon the following terms and conditions being met by the Respondent as determined by the Board in its sole discretion:

1) The Board shall investigate the Respondent's application and may reinstate the license upon a finding that the Respondent has complied with the provisions of KRS Chapter 319 and 201 KAR Chapter 26, and a finding that the Respondent is again able to engage in the practice of psychology with reasonable skill, competency, and safety to the public as evidenced by an appropriate evaluation by a psychologist designated by the Board, which shall specifically include any issues directed by the Board.

2) The Board may reinstate the license of the Respondent in accord with the above, and with additional terms and conditions as ordered by the Board, specifically, probation and supervision, for at least five (5) years, of the Respondent's entire practice of psychology on at least a weekly basis per 201 KAR 26:171 §§ 13 and 14.

### **Resolution of Charges**

The Board's charges as contained in its Formal Complaint filed July 8, 2003, are hereby resolved upon the adoption of this Settlement Agreement by a majority 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, the 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 the 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 disciplinary action, this Settlement Agreement or its administration.

### **Acceptance by the Board**

It is hereby agreed between the parties that this Settlement Agreement shall be presented to the Kentucky Board of Examiners of Psychology at the next regularly-scheduled meeting of the Board and shall be kept confidential by the parties until such time as it is presented to the Board.

The Respondent understands that the Board is free to accept or reject this Settlement Agreement, and if rejected by the Board, a formal disciplinary hearing against the Respondent may be scheduled. The Respondent hereby agrees to waive any right the Respondent might have to challenge the impartiality of the Board, based solely upon the presentation of this Settlement Agreement, to hear the disciplinary charges 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. Admissions by the Respondent in the Settlement Agreement will not be regarded as evidence against the Respondent at a subsequent disciplinary hearing. The Respondent will be free to defend and no inferences will be made from the Respondent's willingness to have entered into this Settlement Agreement.



The Settlement Agreement will not be submitted for Board consideration until after it has been agreed to and executed by the Respondent. The Settlement Agreement shall not become effective until it has been approved by a majority of the Board and endorsed by a representative member of the Board.

### Costs

Each party shall pay its own costs in this matter, except as set forth in this Settlement Agreement.

### Complete Agreement

This Settlement Agreement consists of seven (7) 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:

Kentucky Board of Examiners of Psychology



\_\_\_\_\_  
William F. Gross, Ed.D.  
3112 Popham Court  
Lexington, Kentucky 40509  
*Respondent*

Date: 7/19/04

By:



\_\_\_\_\_  
Mark Brengelman  
Assistant Attorney General  
Office of the Attorney General  
Capitol Building, Room 118  
700 Capitol Avenue  
Frankfort, Kentucky 40601-3449  
*Counsel for the Board*

Date: Aug. 2, 2004