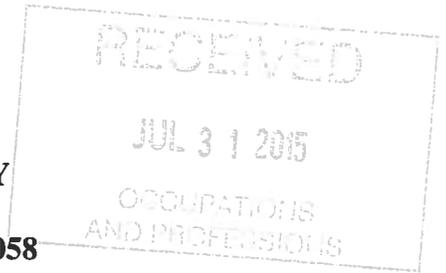


COMMONWEALTH OF KENTUCKY
BOARD OF EXAMINERS OF PSYCHOLOGY
AGENCY CASE NO. 14-01
ADMINISTRATIVE ACTION NO. 15-KBEP-00058



COMMONWEALTH OF KENTUCKY,
BOARD OF EXAMINERS OF PSYCHOLOGY

COMPLAINANT

V. SETTLEMENT AGREEMENT, RELEASE AND FINAL ORDER

ALFRED B. ADKINS, Ph.D.
(LICENSE PSYCHOLOGIST NO. 1406)

RESPONDENT

This Settlement Agreement, Release and Final Order (the "Agreement") is entered into by the Commonwealth of Kentucky, Board of Examiners of Psychology (the "Board") and Alfred B. Adkins, Licensed Psychologist, No. 2114 (hereafter "Respondent") (collectively the "Parties").

Witnesseth

Whereas, the Kentucky Board of Examiners of Psychology having investigated an initiating complaint made on January 2, 2014, Board Action No. 14-01, and having brought charges by filing a Notice of Administrative Hearing and Formal Complaint, Administrative Action No. 15-KBEP-00058 dated March 11, 2015, against the Respondent for alleged violations of provisions of KRS 319.082(1)(c), (d), and (r);

Whereas, the Respondent was retained by Eric Conn, an attorney, to provide psychological services and evaluations for persons who were claimants for Social Security Disability benefits from 2003-2011;

Whereas, the investigation examined whether the Respondent would routinely ignore the empirical data from the tests performed on the Social Security Disability clients without explanation;

Whereas, the investigation revealed that 100% of the randomly-selected files of the Respondent's Social Security Disability clients were identified with depression or anxiety had the same descriptive note to support the diagnosis;

Whereas, the investigation examined whether the Respondent allowed Mr. Conn's law office to complete areas of a Social Security Disability client's Residual Functional Capacity form;

Whereas, the Respondent indicated in his reports of the Social Security Disability clients, who had an IQ score ranging from 63-75, were capable of managing their respective benefits;

Whereas, the investigation revealed that the Respondent did not use appropriate assessment techniques when evaluating a minor;

Whereas, from 2003 to 2011, the Respondent was paid from \$80.00 to \$350.00 per evaluation performed on the Social Security Disability clients;

Whereas, from 2003 to 2011, the Respondent was paid \$40,000.00 to \$50,000.00 annually for services performed on the Social Security Disability clients;

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

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 specifically denies any wrongdoing and does not admit to any violation of the statutes or regulation governing the practice of psychology in Kentucky.

2. By entering into this Agreement, the Respondent recognizes that if this matter was to go to an administrative hearing, the Kentucky Board of Examiners of Psychology has sufficient evidence to sustain a disciplinary action against him for a violation of KRS 319.082(1)(c), (d), and (r). 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) The Suspension of his licensed for a period of five (5) years, with the first two (2) years of the suspension enforced and the remaining three (3) years of the suspension probated if the Respondent complies with the terms below;
- (b) Be supervised during the three (3) year probationary period in accordance with 201 KAR 26:171;
- (c) Not to conduct any diagnostic evaluations or psychological testing during the five (5) year period of suspension;

- (d) Complete six (6) hours of continuing education on ethics within six (6) months of execution of this Agreement;
- (e) Satisfy the continuing education requirement under 201 KAR 26:175 during his suspension and probationary period;
- (f) Pay costs in the amount of five thousand one hundred fifteen dollars and fourteen cents (\$5,115.14) associated with the investigation and prosecution of this matter within one hundred eighty (180) 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; and
- (g) Agrees that the provisions of KRS 13B.110(1)-(4) do not apply since the agency head is rendering a decision without the recommendation of the hearing officer under KRS 13B.110(5).

4. The Board agrees to not seek any additional disciplinary action against the Respondent based on the factual allegations enumerated in the Formal Complaint.

5. The Board agrees to appoint a supervisor in the eastern region of Kentucky.

6. This Agreement constitutes a complete compromise, settlement, and release of disputed claims and is being entered into solely to avoid the burden, inconvenience, and expense of litigating those controversies, claims, facts, and actions arising from or related to the Action. No Party to this Agreement admits any wrongdoing or liability to the other Party with respect to the Action. Each Party expressly denies wrongdoing and any liability as to every claim which may be asserted by the other Party. Therefore, this Agreement is not to be and shall never be construed or deemed an admission or concession by any of the Parties of liability, culpability,

wrong-doing, obligation or responsibility at any time for any purpose concerning any claim being compromised, settled, and released, or any other matter, and they all disclaim and deny any liability, culpability, wrong-doing, obligation or responsibility of any kind arising from or related to the subject matter of this Agreement.

7. The parties agree to execute all documents necessary to settle and dismiss Board Action No. 14-01 and Administrative Action No. 15-KBEP-00058.

8. 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.

9. 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.

10. 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.

11. 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.

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

13. The effective date of this Settlement Agreement shall be August 10, 2015.

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

Release of Liability

In consideration of execution of this Settlement Agreement, the Parties, and for the Respondent, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Kentucky Board of Examiners of Psychology, the Commonwealth of Kentucky, the Kentucky Office of the Attorney General, each of their members, agents and employees in their individual and representative capacities, and each other, 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 Parties 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, the Formal Complaint, the Action, or this Settlement Agreement, Release and Final Order.

Acceptance by the Board

This Settlement Agreement, when executed by the Respondent, shall be presented to the Kentucky Board of Examiners of Psychology with a recommendation for approval from the Board's counsel and Complaint Screening Committee at the next regularly scheduled meeting of

the Board following receipt of the executed Agreement. Although the Board previously has voted to accept the terms and conditions of this Agreement, the Settlement Agreement and Final Order shall not become effective until it has been approved by a majority of the Board and endorsed in writing by a representative member of the Board with notice thereof served on Respondent and Respondent's counsel. The date of such service shall be the effective date.

Complete Agreement

This Settlement Agreement, Release, and Final Order consists of ten (10) 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.

Findings of Facts, Conclusions of Law, and Final Order

This matter is before the Kentucky Board of Examiners of Psychology pursuant to this Settlement Agreement, Release, and Final Order. Having reviewed the Agreement and being sufficiently advised, the Board hereby adopts as its own the findings of fact set forth in the Formal Complaint filed on March 11, 2015 and concludes that the Respondent violated the provisions of KRS 319.082(1)(c), (d), and (r); and

IT IS HEREBY ORDERED THAT the license of the Respondent, Alfred B. Adkins is SUSPENDED for a period of five (5) years. He shall serve the first two (2) years of the suspension. The remaining three (3) years of the suspension shall be PROBATED. The suspension is effective August 10, 2015, and the remainder of the suspension shall be probated on August 10, 2017.

IT IS FURTHER HEREBY ORDERED THAT the Respondent shall be SUPERVISED during the three (3) year probationary period in accordance with 201 KAR 26:171;

IT IS FURTHER HEREBY ORDERED THAT the Respondent shall not conduct any diagnostic evaluations or psychological testing during the five (5) year period of suspension;

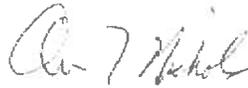
IT IS FURTHER HEREBY ORDERED THAT the Respondent shall complete six (6) hours of continuing education on ethics within six (6) months of execution of this Agreement;

IT IS FURTHER HEREBY ORDERED THAT the Respondent shall satisfy the continuing education requirements under 201 KAR 26:175 during his suspension and probationary period; and

IT IS FURTHER HEREBY ORDERED THAT the Respondent shall pay the sum of five thousand one hundred fifteen dollars and fourteen cents (\$5,115.14) associated with the investigation and prosecution of this matter within one-hundred eighty (180) days of execution of this Agreement

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 31st day of July, 2015.



OWEN T. NICHOLS, Psy.D., MBA, ABPP, ABMP
Chairperson
Kentucky Board of Examiners of Psychology

IN WITNESS WHEREOF, the undersigned have seen, approved and agreed:

Alfred B. Adkins, Ph.D. 7/28/15 Jonah L. Stevens 7/28/15
Respondent Date Counsel for the Respondent Date

Brian T. Judy 7/31/15
Brian T. Judy Date
Kentucky Board of Examiners of Psychology
Counsel for the Board

ABA
AT

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing SETTLEMENT AGREEMENT, RELEASE, AND FINAL ORDER was mailed by certified mail, return receipt requested, on this 19th day of August, 2015, to:

Alfred B. Adkins, Ph.D.
1207 Shelby Dry Fork
Shelbiana, Kentucky 41562
Respondent

And by messenger mail to:

Hon. Brian T. Judy
Assistant Attorney General
Civil & Environmental Law
Office of the Attorney General
Capitol Building, Suite 118
700 Capitol Avenue
Frankfort, Kentucky 40601-3449
Attorney for the Board

Hon. Stuart Cobb
Administrative Hearings Branch
1024 Capital Center Drive, Suite 200
Frankfort, Kentucky 40601-8204
Hearing Officer

And by U.S. mail to:

Hon. Jonah L. Stevens
Hamilton & Stevens, PLLC
P.O. Box 1286
Pikeville, Kentucky 41502
Counsel for Respondent

This 19th day of August, 2015.



Chessica Loudon
Board Administrator