

Commonwealth of Kentucky  
Board of Examiners of Psychology  
Agency Case No. 01-08  
Administrative Action No. 2001-KBEP-\_\_\_\_\_

Commonwealth of Kentucky,  
Board of Examiners of Psychology

Complainant

Order

v.

E. Paul Evensen, Ph.D.  
Licensed Psychologist No. 0287

Respondent

\*\*\*\*\*

The State Board of Psychology having met on January 7, 2002, 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 7<sup>th</sup> day of January, 2002.

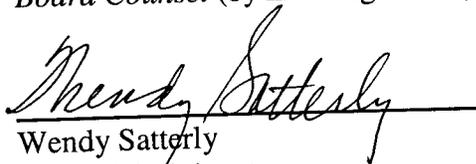
State Board of Psychology

By: Robert J. Illback  
Robert J. Illback, Psy.D.  
Board Chair

Copies sent this the 8<sup>th</sup> day of January, 2002, to:

E. Paul Evensen, Ph.D.  
3175 Custer Drive, Suite 200  
Lexington, Kentucky 40517  
*Respondent* (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

Commonwealth of Kentucky  
Board of Examiners of Psychology  
Agency Case No. 01-08

Complainant

Commonwealth of Kentucky,  
Board of Examiners of Psychology

**Settlement Agreement**

v.

E. Paul Evensen, Ph.D.  
Licensed Psychologist No. 0287

Respondent

\*\*\*\*\*

Whereas, the Kentucky Board of Examiners of Psychology (hereafter "Board") having investigated an initiating complaint and having authorized a Formal Complaint and Notice of Administrative Hearing and Order under KRS Chapters 319 and 13B against E. Paul Evensen, Ph.D., Licensed Psychologist No. 0287 (hereafter "Respondent"), and;

Whereas, the parties mutually desire to settle the matter in an expeditious manner without resorting to a disciplinary hearing and without the need to file the Board's Formal Complaint; and

Whereas, the Respondent freely and voluntarily enters into this 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;

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.

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 his 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 is fully aware of his rights to contest charges in a formal hearing. These rights include: representation by an attorney at his 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 his own behalf, the right to compulsory

process to secure the attendance of such witnesses, the right to testify on his own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of a 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.

#### **Costs**

The Board and the Respondent shall each bear their own costs incurred in this matter except as provided below.

#### **Findings**

The Board has completed an investigation and authorized a Formal Complaint having made a finding of a *prima facie* violation of KRS Chapter 319. Specifically, the Board has evidence that might lead the Board to believe the Respondent has committed the following act which, if committed, is a violation of KRS Chapter 319:

In or about 1995 to 1996, the Respondent acted negligently or incompetently in the practice of psychology, in violation of KRS 319.082(1)(d), by failing to keep sufficient psychological records on a patient by specifically failing to create and maintain any progress notes whatsoever for a therapy patient.

The Respondent acknowledges one (1) violation of KRS 319.082(1)(d), the law in effect at the time of the conduct.

#### **Effect Upon Credential Status: Probation and Supervision**

Therefore, to avoid the time, cost, and expense of a hearing the Respondent hereby agrees to the following as the agreed upon disciplinary action:

1) The Respondent's credential to practice psychology in the Commonwealth of Kentucky shall be placed on probation for a period of six (6) months from the date of entry of an Order of the Board adopting this Settlement Agreement, and;

2) The Respondent shall pay the Board's investigative costs of \$1080.00 by certified check or money order made payable to "Kentucky State Treasurer" as reimbursement for administrative costs to the Board, on or before January 15, 2002, and;

3) The Respondent shall undergo weekly supervision for a period of six (6) months 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 one-hour, 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, but with an initial and continued focus on record keeping and office management issues. 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 that 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;

B) During the aforementioned period of supervision, the Respondent shall not supervise any candidates for licensure, certified psychologists, or psychological associates as a Board-approved supervisor under 201 KAR 26:171, and;

4) For so long as the Respondent is credentialed in the Commonwealth of Kentucky, the Respondent shall completely comply with 201 KAR 26:145 § 3(6), and any successor regulation, as follows:

Maintenance and retention of records.

(a) The credential holder rendering professional services to an individual client, or services billed to a third-party payor, shall maintain professional records that include:

1. The presenting problem, purpose or diagnosis;
2. The fee arrangement;
3. The date and substance of each billed or service-count contact or service;
4. Test results or other evaluative results obtained and the basic test data from which the results were derived;
5. Notation and results of a formal consult with another provider; and
6. A copy of all test or other evaluative reports prepared as part of the professional relationship.

(b) The credential holder shall 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.

(c) The credential holder shall store and dispose of written, electronic and other records in a manner which shall insure their confidentiality.

(d) For each person supervised pursuant to KRS Chapter 319, the credential holder shall maintain for a period of not less than five (5) years after the last date of supervision a record of each supervisory session that shall include the type, place, date, and general content of the session.

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(3). 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 means the Respondent's credential shall be deemed suspended and shall further 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 authorized charges for violations of KRS 319.082(1)(d) for record keeping failures is hereby resolved.

#### **Release of Liability**

In consideration of execution of this Settlement Agreement, the Respondent, for the Respondent, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, Kentucky Board of Psychology, Kentucky State 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 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 with a recommendation for approval from the Board's counsel and case manager at the next regularly scheduled meeting of the Board following receipt of the executed 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 he 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.

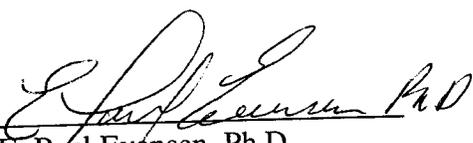
## Open Records

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 a signature page 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.

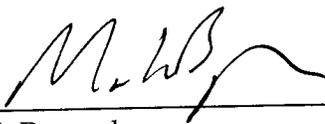
### Have Seen, Understood and Approved:

  
E. Paul Evensen, Ph.D.  
3175 Custer Drive, Suite 200  
Lexington, Kentucky 40517

*Respondent*

Date: 12/19/01

State Board of Psychology

By:   
Mark Brengelman  
Assistant Attorney General  
Office of the Attorney General  
Capitol Avenue, Suite 118  
Frankfort, Kentucky 40601-3449  
Phone: (502) 696-5607  
Fax: (502) 564-2894

*Counsel for the Board*

Date: Jan. 7, 2002