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

**Agency Case Number 10-02
Administrative Action No. 10-KBEP-0183**

Kentucky Board of Examiners of Psychology

Complainant

v.

Order

**Lynn Harold Pierson, Ph.D.
(License No. 1568)**

Respondent

* * * * *

The Kentucky Board of Examiners of Psychology, having met on August 9, 2010, and having voted upon the above-styled case, hereby adopts and incorporates the attached Settlement Agreement. **It is so ordered.**

Dated this 9th day of August, 2010.

Kentucky Board of Examiners of Psychology

By: Thomas W. Miller
**Thomas W. Miller, Ph.D., Chair
Kentucky Board of Examiners of Psychology**

Certificate of Service

I hereby certify that a true and accurate copy of the foregoing Order and Settlement Agreement was mailed, first class postage prepaid, this 9th day of August, 2010, to:

Lynn Harold Pierson, Ph.D.
10107 Crosier Lane
Cincinnati, Ohio 4542
and
2734 Chancellor Drive, Suite 211
Crestview Hills, Kentucky 41017
Respondent

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

Susan S. Durant, Hearing Officer
Office of the Attorney General - East Office
Division of Administrative Hearings
1024 Capital Center Drive
Frankfort, Kentucky 40601-8204
Hearing Officer

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

Julie Jackson
Julie G. Jackson, Board Administrator

**Commonwealth of Kentucky
Board of Examiners of Psychology
Agency Case No. 10-02
Administrative Action No. 10-KBEP-0183**

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

Complainant

v. **Settlement Agreement**

**Lynn Harold Pierson, Ph.D.
(License No. 1568)**

Respondent

* * * * *

Whereas, the Kentucky Board of Examiners of Psychology (hereafter "Board") having filed a Notice of Administrative Hearing and Order dated June 11, 2010, under KRS Chapters 319 and 13B (hereafter "Notice of Hearing") against Lynn Harold Pierson, Ph.D. (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) one (1) count of a violation of KRS 319.082(1)(f) by violating an administrative regulation governing the practice of psychology, 201 KAR 26:145 § 4(2)(b)(2) and (c). by engaging in sexual intercourse or other physical intimacy with the client. This violation involved having had sexual intercourse or other physical intimacy with a client of the Respondent for which the Respondent's license to practice psychology in the State of Ohio was permanently surrendered effective April 30, 2009, in a Consent Agreement taking disciplinary action against the Respondent in the State of Ohio.

Whereas, the parties mutually desire to settle the matter in an expeditious manner without resorting to a disciplinary hearing, and;

It is hereby stipulated and agreed between the undersigned parties 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: Suspension; Probation; Supervision; Costs

The Respondent hereby agrees to the following disciplinary action:

1) The Respondent's license to practice psychology in the Commonwealth of Kentucky shall be actively suspended for a period of thirty (30) consecutive calendar days beginning not later than December 10, 2010, and to be designated in writing by the Respondent and filed with the Board not later than twenty (20) days prior to the first day of active suspension, and the Respondent shall comply with 201 KAR 26:145 § 3(7) prior to and during the Respondent's active suspension:

2) The Respondent's license to practice psychology shall be placed on probation for a period of five (5) years beginning upon the expiration of the thirty (30) day active suspension, except as may be modified below, and:

3) The Respondent shall pay the total amount of \$500.00 by certified check or money order made payable to "Kentucky State Treasurer" and mailed to the Board at Post Office Box 1360, Frankfort, Kentucky 40602-1360, as reimbursement for costs to the Board and to be paid on or before October 1, 2010, and:

4) The Respondent shall undergo weekly supervision during the period of probation of at least one (1.0) hour per week, except as may be modified below, 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 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 with an initial and continued focus on boundary 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 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) After fifty-two (52) supervision sessions, the Respondent, through the Board supervisor, may petition the Board in writing for reduction of the weekly supervision to every other week. The Board shall consider and rule upon the written request, if any, at its next regularly scheduled meeting after receipt of the written request. The Respondent shall not reduce the supervision until and unless the Board so approves in writing, and:

C) After one-hundred-four (104) supervision sessions, the Respondent, through the Board supervisor, may petition the Board in writing for termination of all the provisions of the remaining probation and supervision. The Board shall consider and rule upon the written request, if any, at its next regularly scheduled meeting after receipt of the written request. The Respondent shall not terminate the supervision until and unless the Board so approves in writing.

In the event 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(6). 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 Board recognizes the Respondent has already completed significant clinical supervision with Stan Heck, Psy.D., at the Respondent's own initiative, for which the above, reduced supervision requirements are appropriate to apply. Furthermore, the Board shall appoint Dr. Heck as the supervisor of the Respondent under ¶ 4, above.

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 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 Administrative Hearing and Order filed June 11, 2010, 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.

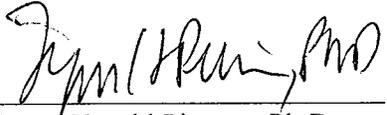
Open Records

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 with an addition signature page 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:



Lynn Harold Pierson, Ph.D.
10107 Crosier Lane
Cincinnati, Ohio 45242
and
2734 Chancellor Drive, Suite 211
Crestview Hills, Kentucky 41017

Respondent

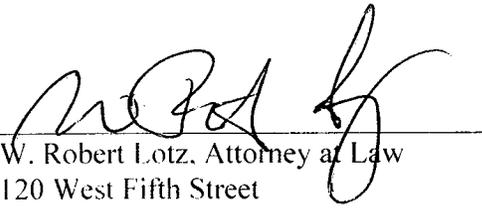
Date: 7/23/10

Kentucky Board of Examiners of Psychology



Mark Brengelman
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: Aug. 9, 2010



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

Date: 7/23/10