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OCCUPATIONS
AND PROFESSIONS

**Commonwealth of Kentucky
Board of Examiners of Psychology
Agency Case No. 10-21
Administrative Action No. 11-KBEP-0155**

Kentucky Board of Examiners of Psychology

Complainant

v.

Settlement Agreement

**Stuart L. Palmer, Psy.D.
(Licensed Psychologist No. 1155)**

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 May 18, 2011, under KRS Chapters 319 and 13B (hereafter "Notice of Administrative Hearing") against Stuart L. Palmer, Psy.D., 613 Haynes Court, Wilmore, Kentucky 40390 (hereafter "Respondent"), and;

Whereas, for the purposes of this Settlement Agreement, the Respondent admits the Board would prove the violations alleged in the Notice of Administrative Hearing 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 201 KAR 26:145 § 3(6)(a)(2) by failing to maintain professional records;
- 2) One (1) count of a violation of KRS 319.082(1)(d) by being negligent in the practice of psychology;
- 3) One (1) count of a violation of KRS 319.082(1)(c) by committing any misleading act or practice;

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Order

Stuart L. Palmer, Psy.D.
Licensed Psychologist No. 1155

Respondent

* * * * *

The Kentucky Board of Examiners of Psychology having met on September 12, 2011,
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.

It is so ordered.

Dated this 12th day of September, 2011.

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

Copies mailed this 12th day of September, 2011, to:

Stuart L. Palmer, Psy.D.
613 Haynes Court
Wilmore, Kentucky 40390
Respondent

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

Michael Head, 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

David E. Fleenor
Stoll, Keenon & Ogden, PLLC
300 West Vine Street, Suite 2100
Lexington, Kentucky 40507
Attorney for Respondent

Julie Jackson
Julie Jackson, Board Administrator

4) One (1) count of a violation of KRS 319.082(1)(f) by violating 201 KAR 26:145 § 5(2)(b)(2) by failing to prepare the client appropriately for the termination.

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 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: Probation, Supervision, Continuing Education, and Costs

The Respondent hereby agrees to the following disciplinary action:

1) The Respondent's credential to practice psychology in the Commonwealth of Kentucky shall be placed on probation for a period of three (3) years, and;

2) The Respondent shall pay the total amount of \$1,800.00 by certified check or money order made payable to "Kentucky State Treasurer" as reimbursement for costs to the Board, in twelve (12) equal payments of \$150.00 due on the first of each month beginning October 1, 2011, without interest, mailed or delivered to the Board at Post Office Box 1360, Frankfort, Kentucky 40602-1360, and including the Respondent's name and license number on each payment, and;

3) The Respondent shall undergo weekly supervision, unless modified as provided below, during the three (3) year period of probation of at least two (2.0) hours per week for a period of at least one (1) year of the Respondent's entire practice of psychology in Kentucky including direct observation of the Respondent's practice by the Board-appointed supervisor, 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 entire practice of psychology. 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) After one (1) year of successful supervision as set forth above, the Respondent may reduce the two (2.0) hour weekly supervision to one (1) hour weekly supervision and may also cease the direct observation of the Respondent's practice of psychology;

C) After two (2) years of successful supervision, the Respondent, through the Board supervisor, may petition the Board in writing for termination of all the provisions of the remaining probation, supervision, and continuing education. 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, and;

4) The Respondent shall during the three (3) year period of probation obtain eighteen (18) hours of continuing education credits in the areas of boundary

issues, treatment of personality disorders, and any other content directed by the Board-appointed supervisor, in addition to the continuing education credits otherwise required by KRS Chapter 319.

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 is the second disciplinary action against the credential of the Respondent.

Resolution of Pending Charges

The Board's Notice of Hearing filed May 18, 2011, 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, may be reported in accord with federal law and made available to the public via the Board's website.

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 or during 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:



Stuart L. Palmer, Psy.D.
613 Haynes Court
Wilmore, Kentucky 40390
Respondent

Date: _____

Kentucky Board of Examiners of Psychology

By: 

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. 23, 2011



David E. Fleenor
Stoll, Keenon & Ogden, PLLC
300 West Vine Street, Suite 2100
Lexington, Kentucky 40507
Attorneys for Respondent

Date: 23 August 2011