

COMMONWEALTH OF KENTUCKY
BOARD OF EXAMINERS OF PSYCHOLOGY
AGENCY CASE NO. 16-56
ADMINISTRATIVE ACTION NO. 17-KBEP-0231

COMMONWEALTH OF KENTUCKY,
BOARD OF EXAMINERS OF PSYCHOLOGY

COMPLAINANT

V.

DEBORAH BLAIR, Psy. D.
(LICENSED PSYCHOLOGIST NO. 128102-0713)

RESPONDENT

SETTLEMENT AGREEMENT, RELEASE, AND FINAL ORDER

This Settlement Agreement ("Agreement") is made by and between the Kentucky Board of Examiners of Psychology ("Board") and Dr. Deborah Blair, Licensed Psychologist No. 128102-0713 ("Respondent"):

WITNESSETH:

1. Respondent is licensed as a psychologist in the Commonwealth of Kentucky, having been issued license no. 128102-0713.
2. The Board is authorized under KRS 319.082 to take disciplinary action against licensees. Sufficient evidence exists in this matter for the Board to take disciplinary action under KRS 319.082 and KRS 319.092.
3. Respondent provided psychological services to M.B. from October 16, 2016, to December 5, 2016.
4. On or about October 16 and 27, 2016, Respondent evaluated M.B., and made a diagnosis of generalized anxiety disorder with a rule-out paranoid personality disorder.

Respondent recommended that M.B. participate in four (4) months of individualized therapy and see a psychiatrist for a medication evaluation before returning to work.

5. M.B. denied any psychological issues during the interview and during testing.

6. Following the evaluation, Respondent saw M.B. for four (4) therapy sessions, beginning on November 21, 2016, twice per week. Respondent did not create a treatment plan for M.B., nor was M.B. informed of the purpose and nature of the treatment provided by Respondent. Respondent's records indicated that therapy began on October 19, 2016, when in fact the initial therapy session had been on November 21, 2016.

7. Respondent wrote a letter to M.B.'s employer on December 14, 2016, stating her diagnosis of M.B. as having generalized anxiety disorder and schizoid personality disorder. The letter, however, was unclear as to whether Respondent believed M.B. could return to work. On December 20, 2016, however, Respondent wrote a second letter to M.B.'s employer stating that M.B. was clear to return to work without restrictions.

8. During the aforesaid professional relationship, Respondent grew frustrated with repeated telephone calls from M.B. about tests and reports for M.B.'s employer. Respondent yelled at M.B. during these communications.

9. Respondent has at all times relevant to these proceedings had the opportunity to seek advice from competent legal counsel of his choice, and has in fact been advised by counsel about this Agreement. Respondent has not been coerced in any respect to enter into this Agreement, nor have any promises been made other than those reflected in this Agreement.

10. Respondent freely and voluntarily enters into this Agreement for the purpose of resolution of the issues presented herein, and has executed this Agreement only after a careful reading and understanding of all of its terms.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

11. Respondent recognizes that if this matter was to go to an Administrative Hearing, there may exist sufficient evidence to sustain a disciplinary action against her. She nevertheless desires to settle this matter in an expeditious manner without resorting to an administrative hearing, and in doing so she does not admit to, and expressly denies any wrongdoing or liability.

12. Respondent agrees that:

- a. She will complete twelve (12) continuing education hours with three (3) on the topic of ethics in the profession and the remaining nine (9) on topics at Dr. Blair's own discretion. Proof of completion due January 31, 2019. The hours shall be in addition to those required for renewal.
- b. She will make an administrative payment of two thousand dollars (\$2000) to reimburse the board for investigation and processing costs. Payment may be paid in installments at Dr. Blair's discretion, but finally due on or before January 31, 2019.
- c. She shall submit a written report to the board detailing steps she has taken to improve record keeping, protection of client confidentiality, and obtaining client consents. The written report shall be made to the board on or before June 1, 2018. Dr. Blair would permit a site inspection by a board investigator following the report, if necessary, and accept suggestions for additional improvements from the board.

13. The Board agrees to:
 - a. Make a general finding of a violation of 201 KAR 26:145, Section 4(2), regarding maintaining professional competency.
 - b. Dismiss all other charges and complaints against Respondent in Agency Case No. 16-56 and Administrative Action No. 17-KBEP-0231.
 - c. Not seek any additional disciplinary action against the Respondent based on the factual allegations set forth in this Agreed Order, or Agency Case No. 16-56 and Administrative Action No. 17-KBEP-0231.

14. The Parties agree to execute all documents necessary to settle and dismiss Administrative Complaint no. 17-KBEP-0231, together with Agency Case no. 16-56.

15. Respondent understands and agrees that failure to comply with and complete all terms of this Settlement Agreement shall constitute a failure to comply with an Order of the Board under KRS 335.540(1)(f) for which the Board may impose additional penalties available under the law, after notice and opportunity to be heard.

16. Each of the Parties represents and warrants to the other that they have the requisite power and authority to enter into this Agreement and to effectuate the purposes herein, and that this Agreement shall be legally binding and enforceable against each Party in accordance with the respective terms hereof.

17. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky. Any disputes arising under this Agreement shall be resolved in the Circuit Court of Franklin County, Kentucky; the Parties consent and agree to the *in personam* jurisdiction of such Court.

18. This Agreement may not be modified except by a written agreement executed by all parties.

RELEASE OF LIABILITY

In consideration of execution of this Agreement, the Respondent, together with any of her executors, administrators, agents, successors and assigns, do hereby release and forever discharge the Commonwealth of Kentucky, the Board of Examiners of Psychology, the Department of Professional Licensing, and each of their members, agents, and employees in both their individual and representative capacities, of and from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known or unknown, in law or equity, which Respondent ever had, now has, may have or claim to have against any or all of the entities or persons named in this paragraph arising out of or by reason of this investigation, this settlement, or its administration.

ACCEPTANCE BY THE BOARD

Respondent acknowledges that this Agreement, after her execution of same, shall be presented to the Board 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 Agreement shall not become effective until it has been approved by the Board and endorsed by the Chair of the Board.

Respondent understands the board is under no obligation to accept or reject this Agreement, and hereby waives any right she may have had to challenge, based upon the presentation of this Agreement to the Board, the impartiality of the Board to hear an administrative action if this Agreement is rejected. If this Agreement is rejected by the Board, it shall be regarded as null and void, and of no effect. No statement or term contained in this Agreement will be regarded as

evidence in any subsequent disciplinary hearing, nor shall any inference be taken from Respondent's willingness to enter into this Agreement.

OPEN RECORDS

Respondent acknowledges this Settlement Agreement is subject to disclosure under the Kentucky Open Records Act, may be reportable under Federal law, and may be shared with any professional organization or licensing board as the Board deems appropriate, in its discretion.

COMPLETE AGREEMENT

This Settlement Agreement, Release, and Final Order embodies the entire agreement between the Board and Respondent. It may not be altered, amended, or modified without the express written agreement of both parties. The effective date of this Settlement Agreement, Release, and Final Order shall be the date of its acceptance by the Board, as signified by the signature of the Board Chair.

FINAL ORDER

Pursuant to KRS 13B.110(5), after having reviewed the administrative record, the Board makes the following findings:

A. The Board adopts and incorporates by reference the statements made hereinabove in numerical paragraphs one (1) through eight (8) as Findings of Fact for purposes of this Final Order;

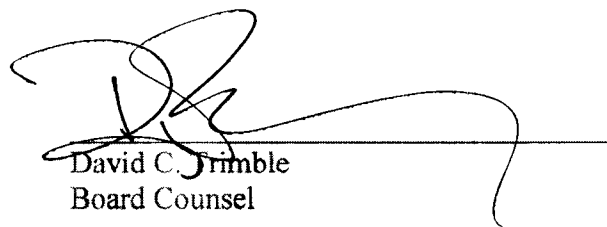
B. IT IS HEREBY ORDERED THAT:

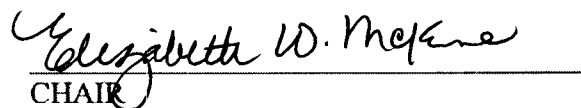
1. Respondent will complete twelve (12) continuing education hours with three (3) on the topic of ethics in the profession and the remaining nine (9) on topics at Dr. Blair's own discretion. Proof of completion due January 31, 2019. The hours shall be in addition to those required for renewal.

2. Respondent will make an administrative payment of two thousand dollars (\$2000) to reimburse the board for investigation and processing costs. Payment may be paid in installments at Dr. Blair's discretion, but finally due on or before January 31, 2019.
3. Respondent shall submit a written report to the board detailing steps she has taken to improve record keeping, protection of client confidentiality, and obtaining client consents. The written report shall be made to the board on or before June 1, 2018. Dr. Blair would permit a site inspection by a board investigator following the report, if necessary, and accept suggestions for additional improvements from the board.
4. The Board does hereby make a general finding of a violation of 201 KAR 26:145, Section 4(2), that in the acts found to have occurred by the Board, Respondent violated Board regulations regarding maintaining professional competency.
5. The Board does hereby dismiss all other charges and complaints against Respondent in Agency Case No. 16-56 and Administrative Action No. 17-KBEP-0231.
6. The Board shall not seek any additional disciplinary action against the Respondent based on the factual allegations set forth in this Agreed Order, or Agency Case No. 16-56 and Administrative Action No. 17-KBEP-0231.

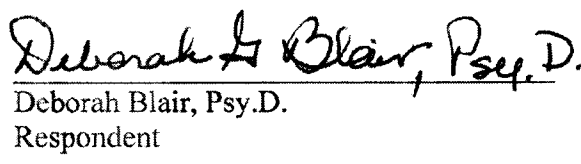
C. THIS IS A FINAL AND APPEALABLE ORDER. Pursuant to KRS 13B140(1), a Party may institute an appeal of this Final Order by filing a Petition in the appropriate court within thirty (30) days after the Final Order is mailed or delivered by personal service.

SO ORDERED this the 9 day of April, 2018.

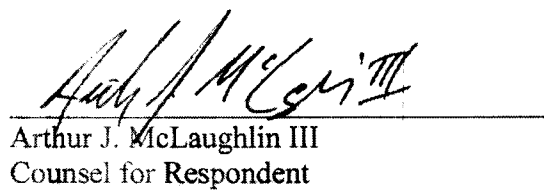

David C. Trimble
Board Counsel


CHAIR

4-9-18
DATE


Deborah Blair, Psy.D.
Respondent

4-8-18
DATE


Arthur J. McLaughlin III
Counsel for Respondent

4/8/18
DATE

CERTIFICATE OF SERVICE

This is to certify that a true copy of the foregoing has been served by mailing to:

Arthur J. McLaughlin III
McLaughlin Law Office
815 John Harper Highway Suite 5
Shepherdsville, KY 40165

Hon. Michael Head
Hearing Officer
1024 Capital Center Drive, Suite 200
Frankfort, KY 40601

David Trimble
911 Leawood Drive
Frankfort, KY 40601

This the 29th day of May, 2018.



BOARD ADMINISTRATOR