

**COMMONWEALTH OF KENTUCKY
BOARD OF EXAMINERS OF PSYCHOLOGY
AGENCY CASE NO. 16-06A, 16-06B, 16-06C, 16-09, 17-32A, and 17-32B
ADMINISTRATIVE ACTION NO. 16-KBEP 293, and 16-KBEP 294**

**COMMONWEALTH OF KENTUCKY,
BOARD OF EXAMINERS OF PSYCHOLOGY**

COMPLAINANT

V.

**ANDREA EVANS, PSY. D.
(Licensed Psychologist no. 128894)**

RESPONDENT

SETTLEMENT AGREEMENT AND FINAL ORDER

This Settlement Agreement ("Agreement") is made by and between the Kentucky Board of Examiners of Psychology ("Board") and Andrea Evans, Psy. D. ("Respondent"):

WITNESSETH:

1. Respondent is a Licensed Psychologist in the Commonwealth of Kentucky, under license number 128894.
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 is subject of multiple complaints pending before the Board. This Settlement Agreement will describe the complaints in turn.
4. Board case no. 16-06 A-B-C; Administrative Action no.16-KBEP-293
 - a. This action includes a Complaint by former employee Tonya Bond-Judd against the Respondent.

- b. The complaint includes allegations that Bond-Judd paid office utility bills for Respondent;
 - c. Bond-Judd alleges Respondent had multiple failures or inadequacies of documentation of her supervision;
 - d. Bond-Judd alleges that Respondent performed assessments without proper testing;
 - e. Bond-Judd alleges that Respondent suffers from narcolepsy which impaired her ability to supervise Bond-Judd;
 - f. Bond-Judd alleges that Respondent had Medicare/Medicaid billing issues; and
 - g. Bond-Judd alleges problems in Respondent's office with lack of security of patient files, including storing files in an unlocked employee bathroom.
 - h. Respondent denies all allegations, and attributes them to adverse intent and prejudice of Complainant.
 - i. Specifically, Respondent attributes the allegations of the Bond-Judd Complaint to retaliatory intent, after Bond-Judd's employment was terminated based upon improper actions in the workplace, including theft of patient payments, as well as a variety of professional misrepresentations.
 - j. Investigation by Stan Heck, Ph.D., indicates the presence of several of the identified issues; Respondent claims investigation was improperly done and demonstrates bias and prejudice against the Respondent.
5. Board case 16-09; Administrative Action no. 16-KBEP-294
- a. Complaint by Terry King, Ph.D., relating to issues during his employment with Respondent;

- b. Allegations include failure of Respondent to pay Dr. King for services he rendered, out of approximately \$88,000 services billed, Respondent paid Complainant approximately \$15,000;
 - c. Alleged that Respondent terminated Complainant and locking him out of office, including denial of access to patient files and refusal to refer patients to Complainant when requested;
 - d. Respondent denies all allegations, and attributes them to adverse intent and prejudice of Complainant.
 - e. Specifically, Respondent attributes the allegations of the King Complaint to retaliatory intent, after Dr. King's employment was terminated based upon repeated refusals to discontinue improper workplace action, including gross violations of contracts with third-party payors and theft of patient payments.
 - f. Investigation by Stan Heck, Ph.D., indicates the presence of several of identified issues; Respondent claims investigation improperly done and demonstrates bias and prejudice against the Respondent.
6. Board case 17-32 A and B
- a. This is a Board complaint relating to failures of Respondent and supervisee Lori Smith-Ward to cooperate with the Board and comply with a Board order to file overdue documentation from their supervisory relationship;
 - b. Missing documents included W-2's, and Supervisory Plans and Goals, as well as other required documents;
 - c. Some documents have been filed but others have not;

- d. In 2016, Respondent previously reported to the Board a list of documents which were stolen by Tonya Bond-Judd from the Respondent's privately locked office. The list of documents included part 2 of 2 of her supervision file for Lori Smith-Ward, dating from 2013 to the present.
- e. Lori Smith-Ward has indicated she has had some documents damaged or destroyed by events beyond her control, and that she is trying to re-create said documents.
- f. Respondent has expressed concerns with being charged with further violations if these documents are not originals but are re-creations filed with the Board.

7. Respondent has at all times relevant to these proceedings had the opportunity to seek advice from competent legal counsel of her 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.

8. 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:

9. 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 under one or more of the above-listed complaints. 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.

10. Respondent agrees that for a period concluding on December 31, 2021, she will accept no more supervision assignments or relationships over and above those presently existing, with other psychologists, or individuals working toward achieving licensure as psychologists of any type under KRS Chapter 319 or the administrative regulations promulgated thereunder. No new or additional supervision assignments or relationships in which Respondent is a participant, over and above those presently existing, may be started by Respondent until after December 31, 2021.

11. Subject to paragraph 10, to the extent Respondent may have any ongoing or continuing supervisory assignments or relationships, she agrees that those are subject to all rules and provisions of KRS Chapter 319 and the administrative regulations promulgated thereunder, and that she will comply with same. Respondent agrees that if there are further such violations by her before December 31, 2021, any waivers or dismissals of violations under this agreement

may be set aside and may be taken together with any new violations in consideration of further disciplinary actions by the Board.

12. Respondent agrees that on or before December 31, 2018, in addition to other continuing education she is required to obtain for licensure renewal, she will complete twelve (12) continuing education units regarding or relating to supervision and record-keeping for supervision. These units may be obtained by electronic means if available. Respondent will submit to the Board proof of completion of such hours on or before January 15, 2019.

13. The Board agrees to dismiss Board case no. 16-06 A-B-C and Administrative Action no.16-KBEP-293, to the extent they relate to Respondent; Board case 16-09 and Administrative Action no. 16-KBEP-294, to the extent they relate to Respondent; and Board case 17-32 A and B, to the extent they relate to Respondent; without making any disciplinary finding, and shall not seek any future disciplinary action based on the factual allegations set forth above, except as provided in paragraphs 10 and 11 above. The Parties agree to execute any and all documents necessary to complete the terms and conditions of this Agreement.

14. The Respondent expressly understands that failure to comply with the terms of this Agreement shall constitute failure to comply with an Order of the Board in violation of KRS 335.540(1)(f), for which the board may impose additional penalties available under the law after notice and opportunity to be heard.

15. 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.

16. 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.

17. 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 he 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, subject to the limitations of KRS 61.870, *et. seq.*, including but not limited to KRS 61.878(1)(a), which prohibits the disclosure of public records containing information of a personal nature, where the public disclosure thereof would constitute a clearly unwarranted invasion of personal privacy.

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 six (6) as Findings of Fact for purposes of this Final Order;
- B. IT IS HEREBY ORDERED THAT:
 - 1. For a period concluding on December 31, 2021, Respondent will accept no more supervision assignments or relationships over and above those presently existing, with other psychologists, or individuals working toward achieving licensure as psychologists of any type under KRS Chapter 319 or the administrative regulations promulgated thereunder. No new or additional supervision assignments or relationships in which Respondent is a participant, over and above those presently existing, may be started by Respondent until after December 31, 2021.
 - 2. To the extent Respondent may have any ongoing or continuing supervisory assignments or relationships, she agrees that those are subject to all rules and provisions of KRS Chapter 319 and the administrative regulations promulgated thereunder, and that she will comply with same. Respondent agrees that if there are further such violations by her before December 31, 2021, any waivers or dismissals of violations under this agreement may be set aside and may be taken together with any new violations in consideration of further disciplinary actions by the Board.

3. On or before December 31, 2018, in addition to other continuing education she is required to obtain for licensure renewal, Respondent will complete twelve (12) continuing education units regarding or relating to supervision and record-keeping for supervision. These units may be obtained by electronic means if available. Respondent will submit to the Board proof of completion of such hours on or before January 15, 2019.
4. The Board DISMISSES Board case no. 16-06 A-B-C and Administrative Action no.16-KBEP-293, to the extent they relate to Respondent; Board case 16-09 and Administrative Action no. 16-KBEP-294, to the extent they relate to Respondent; and Board case 17-32 A and B, to the extent they relate to Respondent; without making any disciplinary finding, and shall not seek any future disciplinary action based on the factual allegations set forth above, except as provided in paragraphs 1 and 2 above. The Parties agree to execute any and all documents necessary to complete the terms and conditions of this Agreement.
5. To the extent any documents submitted by Respondent are re-creations of original documents, or were not made contemporaneous with her supervision activities that are subject of this matter, those documents, nor their non-original status, shall not be the subject of any separate enforcement or disciplinary action by the Board.

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 3rd day of December, 2018.

EW McKune Ed.D.
CHAIR




David C. Trimble
Board Counsel

12/3/2018
DATE



Andrea Evans, Psy. D.
Respondent

October 31, 2018
DATE



Chad Thompson
Counsel for Respondent

11/1/18
DATE

CERTIFICATE OF SERVICE

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

Andrea Evans, Psy. D.
830 McCullough Street
Ashland, KY 41102

Lisa E. Hinkle, Esq.
T. Chad Thompson, Esq.
McBrayer, McGinnis, Leslie & Kirkland PLLC
201 East Main Street, Suite 900
Lexington, KY 40507

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

David Trimble
911 Leawood Drive
Frankfort, KY 40601

This the 4 day of December, 2018.

Cherrica Nation
BOARD ADMINISTRATOR