

**COMMONWEALTH OF KENTUCKY  
BOARD OF EXAMINERS OF PSYCHOLOGY  
AGENCY CASE NOS. 13-05, 14-197, and 14-198  
ADMINISTRATIVE ACTION NO. 15-KBEP-0205**

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

**COMPLAINANT**

**V.**

**MICHAEL CECIL, PSY.D.  
(LICENSE PSYCHOLOGIST NO. 1226)**

**RESPONDENT**

---

**SETTLEMENT AGREEMENT, RELEASE AND FINAL ORDER**

---

This Settlement Agreement ("the Agreement") is made, by and among the Kentucky Board of Examiners of Psychology (the "Board") and Michael Cecil, Ph.D. ("Respondent").

**Witnesseth**

**Whereas**, on November 19, 2015, the Kentucky Board of Examiners of Psychology issued an Administrative Reprimand in the matter of Agency Case No. 13-05. The Respondent requested an administrative hearing.

**Whereas**, following issuance of the Administrative Reprimand, the Board received two additional complaints against the Respondent, Agency Case Nos. 14-197 and 14-198, which were investigated.

**Whereas**, the allegations in Agency Case Nos. 14-197 and 14-198 were similar to the allegation in the initiating complaint filed in this matter.

**Whereas**, the allegations challenged the Respondent's competency to engage in the practice of psychology.

**Whereas**, Respondent has denied the allegations that he acted in violation of KRS Chapter 319 and the administrative regulations promulgated thereto or any other law or standard;

**Whereas**, the parties mutually desire to settle the issues in an expeditious manner, without the need for a formal hearing;

**Whereas**, the Respondent has had the opportunity at all times to seek advice from competent counsel of choice, and no coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Settlement Agreement; and

**Whereas**, the Respondent freely and voluntarily enters into this Settlement 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.

#### **Costs**

The Respondent shall reimburse the Board in the amount of \$6,230.00 for costs associated with the investigations and prosecution of Agency Case Nos. 13-05, 14-197 and 14-198.

#### **Terms of Agreement**

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

1. The parties agree to settle this matter. The Respondent admits to the allegations alleged in the Complaint. The Respondent agrees that this Settlement Agreement constitutes disciplinary actions against his license by the Board. The Board agrees that this Settlement

Agreement shall resolve any issues over which the Board has authority under KRS Chapter 319 and 201 KAR Chapter 26 that arise from the aforementioned complaint.

2. By entering into this Agreement, the Respondent recognizes that if this matter was to go to an administrative hearing, the Board may have sufficient evidence to sustain a disciplinary action against him. Nevertheless, the parties desire to settle this matter in an expeditious manner without resorting to a disciplinary hearing, and in doing so, he does not admit to, and expressly denies, any wrongdoing or liability.

3. The Respondent agrees to the following terms to resolve the matter of Administrative Action No. 15-KBEP-0205, Agency Case No. 13-05:

- (a) The Respondent shall accept the Administrative Reprimand issued by the Board on November 19, 2014.
- (b) The Respondent agrees to withdraw his request for an administrative hearing.
- (c) The Respondent waives his right to an administrative hearing under KRS Chapter 13B and judicial review of the Final Order under KRS 13B.150.

4. The Board agrees to not seek any additional disciplinary action against the Respondent based on the factual allegations enumerated in the Notice of Administrative Hearing and Administrative Reprimand issued in the matter of Administrative Action No. 15-KBEP-0205, Agency Case No. 13-05.

5. The Respondent agrees to the following terms to resolve the matter of Agency Case Nos. 14-197 and 14-198:

- (a) His license shall be **SUSPENDED** for a period of one year.
- (b) The one-year suspension shall be **PROBATED** for one year during which the Respondent may continue to practice psychology.

(c) During the one-year period of probation, the Respondent shall:

- i. Be supervised under 201 KAR 26:171 Section 13 and meet for one hour each week. The supervision shall be face-to-face and shall focus on his assessments and evaluations. The Board shall provide three (3) names of proposed supervisors to the Respondent so he may choose a Board-approved supervisor. The Respondent shall submit the name of his Board-approved supervisor within (30) days of the date on the notice of the three (3) names;
- ii. Submit all assessments, evaluations, and reports to his Board-approved supervisor for review and approval. The Board-approved supervisor shall sign each assessment, evaluation, and report reviewed and approved; and
- iii. Pay the amount of \$6,230.00 for costs associated with the investigations and prosecution of Agency Case Nos. 13-05, 14-197 and 14-198 within one year from the execution of this Settlement Agreement, Release, and Final Order.

(d) The Respondent waives his right to an administrative hearing under KRS Chapter 13B and judicial review of the Final Order under KRS 13B.150.

6. The Board agrees to:

- (a) Suspend the Respondent's license for a period of one year, which shall be probated for one year;
- (b) Impose the terms of probation stated in paragraph 5(c), and

(c) Not seek any additional disciplinary action against the Respondent based on the factual allegations enumerated in the Initiating Complaint in Agency Case Nos. 14-197 and 14-198.

7. The parties agree to execute all documents necessary to settle and dismiss Board Agency Case Nos. 13-05, 14-197 and 14-198, and Administrative Action No. 15-KBPC-0205.

8. The Respondent expressly understands that this Settlement Agreement, Release, and Final Order shall constitute a reportable disciplinary action against the Respondent's license for purposes of any professional organization, national database, or licensing board.

9. 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 335.540(1)(f) for which the Board may impose additional penalties available under law after notice and opportunity to be heard.

10. The Respondent expressly understands that a violation of the terms of his probation may result in the Board revoking his probation resulting in the revocation of the Respondent's credential to practice counseling in the Commonwealth of Kentucky.

11. The Parties agree to take all actions necessary that would cause the conditions and obligations under this Agreement to become effective upon the date of this Agreement, or, in the event that additional documents may need to be executed after the date of this Agreement, the Parties agree to cooperate with each other and execute such additional documents to effectuate the purposes as stated herein.

12. Each of the Parties represents and warrants to the other that it has taken all requisite action to authorize the execution, delivery and performance of its obligations hereunder, and that each Party has all requisite power and authority to enter into this Agreement and to

effectuate the purposes herein and that the Agreement will in fact be legally binding and will constitute the valid and legally binding obligation of each Party and will be enforceable against each Party in accordance with the respective terms hereof.

13. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, in accordance with the laws of the Commonwealth of Kentucky without reference to its choice of law rules. Any dispute arising hereunder shall be settled by a state court of appropriate jurisdiction in Franklin County, Kentucky. The Parties irrevocably consent to the personal jurisdiction and venue of such court. The Parties agree that any such litigation shall be by bench trial only, each of the Parties irrevocably waiving its right to jury trial in any dispute arising hereunder.

14. This Agreement may not be modified except by a written agreement signed by all Parties.

15. The Parties represent, agree, and acknowledge that they have read this Agreement in its entirety and fully understand and agree to its terms.

#### **Release of Liability**

In consideration of execution of this Settlement Agreement, the Respondent, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, the 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 rights 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 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 consists of twelve (12) pages including the Certificate of Service, which 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.

### **Effective Date**

The effective date of this Settlement Agreement, Release, and Final Order shall be the date it is accepted by the Board and signed by the Chairperson of the Board.

### **Findings of Facts, Conclusions of Law, and Final Order**

This matter is before the Board of Examiners of Psychology from the Settlement Agreement, Release and Final Order. Pursuant to KRS 13B.110(5), after having reviewed the administrative record, and the terms of the Settlement Agreement, Release and Final Order, the Board makes the following findings:

1. On November 19, 2015, the Kentucky Board of Examiners of Psychology issued an Administrative Reprimand in the matter of Agency Case No. 13-05. The Respondent requested an administrative hearing.
2. Following issuance of the Administrative Reprimand, the Board received two additional complaints against the Respondent, Agency Case Nos. 14-197 and 14-198, which



were investigated. The allegations in Agency Case Nos. 14-197 and 14-198 were similar to the allegation in the initiating complaint filed in this matter.

3. The allegations addressed in the complaints to the Board, challenged the Respondent's abilities to engage in the practice of psychology.

4. The investigation revealed to the Board that the Respondent did not give sufficient weight to the patients' histories or results of the diagnostic tests. The interpretation of the diagnostic results, surrounding the complaints, demonstrated that the Respondent did not have thorough written justification in order to show his proficiency through education, training, and experience for interpretation.

5. The Board has sufficient evidence to determine that the Respondent violated KRS 319.082(1)(f) by violating 201 KAR 26:145 Section 3(1) and (2).

**IT IS HEREBY ORDERED THAT:**


1. That the license of the Respondent Michael Cecil shall be suspended for one year.
2. The suspension of the Respondent's license shall be probated for one year during which the Respondent may continue to engage in the practice of counseling.
3. The **SUSPENSION** shall begin **IMMEDIATELY**.
4. During the one-year period of probation, the Respondent shall comply with the following terms of probation:
  - a. Be supervised under 201 KAR 26:171 Section 13 and meet for one hour each week. The supervision shall be face-to-face and shall focus on his assessments and evaluations. The Board shall provide three (3) names of proposed supervisors to the Respondent so he may choose a Board-approved supervisor. The

Respondent shall submit the name of his Board-approved supervisor within (30) days of the date on the notice of the three (3) names;

- b. Submit all assessments, evaluations, and reports to his Board-approved supervisor for review and approval. The Board-approved supervisor shall sign each assessment, evaluation, and report reviewed and approved; and
- c. Pay the amount of \$6,230.00 for costs associated with the investigations and prosecution of Agency Case Nos. 13-05, 14-197 and 14-198 within one year from the execution of this Settlement Agreement, Release, and Final Order.

This is a final and appealable order. Pursuant to KRS 13B.140(1), a party may institute an appeal of this Final Order by filing a petition in the appropriate court of venue within thirty (30) days after the Final Order is mailed or delivered by personal service.

SO ORDERED this 6<sup>th</sup> day of March, 2017.

  
\_\_\_\_\_  
Jamie A. Hopkins, Ph.D.  
Chairperson  
Kentucky Board of Examiners of Psychology 11

Reviewed and Agreed to by:



\_\_\_\_\_  
Brian T. Judy  
Assistant Attorney General  
Office of the Attorney General  
700 Capitol Avenue, suite 118  
Frankfort, Kentucky 40601  
*Counsel for the Board*

Date: 3-6-17



\_\_\_\_\_  
Michael Cecil, Psy. D.  
*Respondent*

Date: 03/01/2017



\_\_\_\_\_  
Randall S. Strause, Esq.  
804 Stone Creek Parkway  
Louisville, Kentucky 40223  
*Counsel for Respondent*

Date: 3/1/17

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the **SETTLEMENT AGREEMENT, RELEASE, AND FINAL ORDER** was sent on this 29<sup>th</sup> day of March, 2017, to:

**Certified Mail, Return Receipt Requested, to:**

Michael H. Cecil, Ph.D.  
13293 O'Bannon Station Way  
Louisville, Kentucky 40223

**U.S. Mail, first class and postage prepaid, to:**

Randall S. Strause  
804 Stone Creek Parkway  
Louisville, Kentucky 40223

**Messenger Mail to:**

Hon. Stuart Cobb  
Office of the Attorney General  
Division of Administrative Hearings  
1024 Capital Center Drive, Suite 200  
Frankfort, Kentucky 40601-8204

Brian T. Judy  
Assistant Attorney General  
Office of the Attorney General  
700 Capitol Ave., Ste. 118  
Frankfort KY 40601

Chessica Nation  
Chessica ~~Louden~~ Nation  
Board Administrator  
Kentucky Board of Examiners of Psychology