

Commonwealth of Kentucky
Before the Kentucky Board of Examiners of Psychology
Agency Case No. 02-19
Administrative Action No. 2003-KBEP-0150

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JUN 02 2003

DIV. OF OCCUPATIONS
& PROFESSIONS

Commonwealth of Kentucky,
Board of Examiners of Psychology

Complainant

v.

Order

Connie Adkins, M.A.
Applicant for Licensure as a Psychological Associate

Respondent

* * * * *

The State Board of Psychology having considered and voted to approve the Settlement Agreement in the above-referenced matter hereby affirms, adopts and incorporates the Settlement Agreement attached hereto as its own.

It Is So Ordered.

Dated this 2nd day of June, 2003.

State Board of Psychology

By:

Tracy D. Eells
Tracy Dwight Eells, Ph.D., Chair
State Board of Psychology

Copies sent this the 4th day of June, 2003, to:

Connie Adkins, M.A.
325 North Wilson Avenue
Morehead, Kentucky 40351-1259
Respondent

Mark Brengelman, Assistant Attorney General
Office of the Attorney General
Capitol Building, Suite 118
700 Capitol Avenue
Frankfort, Kentucky 40601-3449
Board Counsel

Susan Durant, Hearing Officer
Division of Administrative Hearings
Office of the Attorney General – East Office
1024 Capital Center Drive – Suite 200
Frankfort, Kentucky 40601
Hearing Officer


Wendy Satterly, Board Administrator

Commonwealth of Kentucky
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v.

Settlement Agreement

Connie Adkins, M.A.
(Applicant for Licensure as Psychological Associate)

Respondent

* * * * *

Whereas, the Kentucky Board of Examiners of Psychology (hereafter "Board") having issued a Formal Complaint and Notice of Administrative Hearing and Order filed April 15, 2003 (hereafter "Formal Complaint"), against Connie Adkins, M.A., an Applicant for Licensure as a Psychological Associate and who was a former temporary credential holder of the Board (hereafter "Respondent"), and;

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

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 agreement; and

Whereas, the Respondent freely and voluntarily enters into this 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;

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.

The Respondent acknowledges the Board has the legal power and authority to take disciplinary action up to and including permanent denial of any application for a license from the Board.

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.

Costs

The Board and the Respondent shall each bear their own costs except as set forth below.

Findings

The Board has completed an investigation and issued a Formal Complaint filed April 15, 2003. Specifically, the Board alleged the following *prima facie* violations of KRS Chapter 319 that while holding a temporary credential from the Board, and:

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A) As charged in Counts 1 - 3 of the Board's Formal Complaint, the Respondent violated KRS 319.082(1)(f) by violating 201 KAR 26:145 § 4(2)(a) by continuing a professional relationship with a patient when the objectivity or competency of the Respondent is impaired because of the Respondent's previous social or emotional relationship with that patient, which involved:

- 1) the Respondent continuing to treat the patient when the Respondent had become personally involved in transporting the patient to a local hospital for emergency mental health treatment, outside of a regularly scheduled therapy session and not during regular working hours of the Respondent, and;
- 2) the Respondent continuing to treat the patient when the Respondent had become personally involved in transporting the patient to visit one of the children of the patient out of state, outside of a regularly scheduled therapy session and not during regular working hours of the Respondent, and;
- 3) the Respondent continuing to treat the patient when the Respondent had become personally involved with the patient by lending the patient the personal cellular telephone of the Respondent, after a regularly scheduled therapy session during regular working hours of the Respondent, and;

B) As charged in Count 4 of the Board's Formal Complaint, the Respondent violated KRS 319.082(1)(f) by violating 201 KAR 26:145 § 4(2)(b) by engaging in sexual intercourse or other physical intimacy with a patient within a period of two (2) years following the last date of service rendered to the patient.

The parties agree that the above allegations involved the same patient, whom the Respondent married approximately two (2) or three (3) months following the last date of service rendered to the patient.

For purpose of this Settlement Agreement, the Respondent admits violating the above-referenced provisions of KRS Chapter 319 and the regulations thereunder as charged in the Board's Formal Complaint.

**Effect Upon Application and Licensure Status:
Refusal to Issue or Renew a License; Revocation of Temporary License;
Competency Assessment; Probation and Supervision; Costs**

The parties hereby agree to the following as the agreed upon disciplinary action:

1) The Respondent's temporary license to practice psychology, previously withdrawn by the Board by letter dated October 14, 2002, for failure to have a Board-approved supervisor, is deemed revoked.

2) The Respondent's request dated March 10, 2003, for a temporary license, is hereby refused to be issued or renewed by the Board. The Respondent is hereby restricted from re-applying for a license from the Board for a period of two (2) years, with six (6) months credit for the time since the Board withdrew the Respondent's temporary license by letter dated October 14, 2002; therefore, the Respondent shall not re-apply for a license for a period of eighteen (18) months from the date of entry of an order of the Board adopting this Settlement Agreement.

3) The Respondent shall pay the Board's investigative cost in the matter in the total amount of \$1260.00, which is the actual investigative cost of the Board, without interest except as below, by certified/cashier's check or money order in two equal installments made payable to the "Kentucky State Treasurer" and mailed to the Board, with the amount of \$630.00 to be paid on or before December 1, 2003, and the remaining amount of \$630.00 to be paid on or before June 1, 2004; so long as the two payments are made by the Respondent as set forth above, the amount of \$1260.00 shall be without interest, but in the event of any default by the Respondent, then any remaining balance shall accrue interest at the rate of 12% per year.

4) The Respondent shall not provide direct mental health services to individuals or to the public unless the Respondent holds a current, valid credential from the Board or otherwise meets an exemption in KRS 319.015.

Further Conditions of Licensure: Probation and Supervision

Upon the expiration of the two (2) year period, above, the Respondent shall notify the Board in writing of the Respondent's intention, if any, to practice psychology and to apply for a license from the Board. Before the Respondent may be granted a license to practice psychology, whether a temporary or full license, the Respondent shall meet all other conditions of licensure contained in KRS Chapter 319 and the regulations thereunder, and shall undergo a competency examination by a Board appointed physician or psychologist to determine the Respondent's psychological status to practice psychology with reasonable skill and safety to clients. The expense of the competency examination shall be paid by the Respondent up to the amount of \$750.00 with the remainder, if any, to be paid by the Board.

After approval by the Board upon review of such a psychological competency examination, as well as other relevant information, the Board may approve the Respondent to be issued a license to practice psychology under conditions of probation to be ordered by the Board, including Board-mandated supervision on at least a weekly basis, for a minimum period of three (3) years. All supervision ordered by the Board shall be in accord with 201 KAR 26:171 §§ 13 and 14, or any other regulation in effect at the time of the Respondent's obtaining a license under supervision, and under such further terms as may be set by the Board.

This action shall constitute disciplinary action against the Respondent.

Release of Liability

In consideration of execution of this Settlement Agreement, the Respondent, for the Respondent, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, Kentucky Board of Psychology, Kentucky State 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 Settlement Agreement. The Settlement Agreement shall not become effective until it has been approved by a majority of the Board and endorsed by a representative member 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.

Dismissal of Formal Complaint

Upon entry of an Order of the Board adopting this Settlement Agreement, the Board's Formal Complaint is hereby dismissed with prejudice.

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 including the Association of State and Provincial Psychology Boards, and shall be made public according to KRS 319.092(6) and 201 KAR 26:130 § 12 and in a Board newsletter.

Complete Agreement

This Settlement Agreement and Order consists of seven (7) pages and 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.

Have Seen, Understood and Approved:

Connie Adkins M.A.
Connie Adkins, M.A.
325 North Wilson Avenue
Morehead, Kentucky 40351-1259
Respondent

Date: 5-14-03

State Board of Psychology

By: M.B.
Mark Brengelman
Assistant Attorney General
Office of the Attorney General
Capitol Avenue, Suite 118
Frankfort, Kentucky 40601-3449
Phone: (502) 696-5614
Fax: (502) 564-9380
Counsel for the Board
Date: June 2, 2003