

**COMMONWEALTH OF KENTUCKY
BOARD OF EXAMINERS OF PSYCHOLOGY
AGENCY CASE NO. 11-15
ADMINISTRATIVE ACTION NO. 12-KBEP-00059**

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

COMPLAINANT

V.

**DAVID R. REBER, PH.D..
(LICENSE PSYCHOLOGIST NO. 1014)**

RESPONDENT

FINAL ORDER

This matter is before the Kentucky Board of Examiners of Psychology. Having reviewed the Settlement Agreement entered in on December 5, 2012, the Board hereby adopts the Settlement Agreement, and Board Action No. 11-15 and Administrative Action No. 12-KBCE-00059 are hereby DISMISSED AS SETTLED.

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.

Issued this 5th day of May 2014.



Owens Nichols, Ph.D.
Board of Examiners of Psychology
Chairperson

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Final Order mailed by certified mail, return receipt requested on this 6th day of May, 2014, to the following:

Melanie S. Marrs
Fulkerson, Kinkel & Marrs, PLLC
239 North Broadway
Lexington, Kentucky 40507

And by messenger mail to:

Office of the Attorney General
Division of Administrative Hearings
1024 Capital Center Drive
Frankfort, KY 40601

Brian T. Judy
Office of the Attorney General
Civil Division
700 Capitol Avenue, Suite 118
Frankfort, KY 40601



Robin Vick, Board Administrator

**Commonwealth of Kentucky
Board of Examiners of Psychology
Agency Case No. 11-15
Administrative Action No. 12-KBEP-0059**

Kentucky Board of Examiners of Psychology

Complainant

v.

Settlement Agreement

**David R. Reber, Ph.D.
(Licensed Psychologist No. 1014)**

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 under KRS Chapters 319 and 13B dated February 22, 2012, (hereafter “Notice of Hearing”) against David R. Reber, Ph.D., 119 East Main Street, Danville, Kentucky 40422 (hereafter “Respondent”), and;

Whereas, this case was mediated on September 25, 2012 before the Mediator the Honorable Michael Head and the parties have reached an Agreement as follows:

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. 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.

Reprimand; Monitoring; and Costs

The Respondent hereby agrees to the following disciplinary action:

1) The Respondent's license to practice psychology in the Commonwealth of Kentucky shall be reprimanded, with this Settlement Agreement constituting the reprimand, and;

2) The Respondent shall pay of \$500.00 as reimbursement for investigative and legal costs to the Board by certified check or money order made payable to "Kentucky State Treasurer" and mailed or tendered to the Board at Post Office Box 1360, Frankfort, Kentucky 40602-1360, on or before March 1, 2013, with the Respondent's name and "Agency Case No. 2011-15 and costs" contained on the check or money order:

A) The Respondent expressly understands and agrees:

1. the total amount as set forth in ¶ 2, above, shall be valid only so long as the Respondent signs, dates, and returns this Settlement Agreement to Board Counsel, or to the Board directly if mutually agreed, within thirty (30) days of the date of mailing of this Settlement Agreement to the Respondent or to the Respondent's attorney, and;

2. an additional amount for costs shall be proposed to the Respondent after the expiration of the thirty (30) days as set forth in ¶ 2, above, and if agreed, this Settlement Agreement shall be amended by the parties to reflect the new, total amount as otherwise set forth in ¶ 2, above;

3. in addition to any of the additional remedies set forth in this Settlement

Agreement, the Board shall assess a late penalty of \$10.00 for each month the Respondent fails to pay in full the amount set forth in ¶ 2, above, or any amended amount, beginning on November 1, 2012, and assessed on the 2nd of each month thereafter until the full amount set forth in ¶ 2, above, and any late penalties, are paid in full.

3) The Respondent's practice shall be supervised in face to face one hour sessions twice a month by a licensed psychologist appointed by the Board for a period of one (1) year from the date of entry of an order of the Board adopting this Settlement Agreement. The supervisor shall file written reports with the Board every three (3) months. The reports shall include a summary of the issues addressed and progress. Upon written request from the Respondent and the written recommendation from the supervisor the Board may reduce the one year period of monitoring records to six (6) months, and;

4) During the period the practice of the Respondent is supervised he shall not supervise any certified psychologist, licensed psychological practitioner, licensed psychological associate, or any temporary licensee of the Board; the Respondent shall notify in writing each certified psychologist, licensed psychological practitioner, licensed psychological associate, and temporary licensee of the Board simultaneous to signing this Settlement Agreement that the Respondent will not be able to supervise such a person and that the person must file with the Board a request for a change of supervisor, and with contemporaneous written notification of such notice also filed with the Board.

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.

In the event the Respondent should leave Kentucky to reside or practice outside of Kentucky or for any reason should the Respondent stop practicing psychology in Kentucky, the Respondent shall notify the Board in writing within ten (10) days of the dates of departure and return or the dates of non-practice within Kentucky.

Non-practice shall be defined as any period of time exceeding thirty (30) days in which the Respondent is not engaging in activities defined in KRS 319.010(7). Periods of temporary or permanent residency outside of Kentucky or practice of psychology outside Kentucky or of non-practice within Kentucky shall not apply to the reduction of the probationary period.

This action shall constitute disciplinary action against the credential of the Respondent.

Resolution of Pending Charges

The parties agree that the pending charges are resolved as follows:

- 1) Counts 1, 4, and 5 are dismissed;
- 2) Count 2, in part, is merged into Count 3.
- 3) Count 3 now reads as follows:

The Respondent violated KRS 319.082 (1) (d) by being incompetent or negligent in the practice of psychology. This violation involved the Respondent's failure to conduct a psychosocial history, or clinical interview of the subject of the psychological evaluation, instead relying solely on psychological testing; and the failure to put any of the interpretive report of psychological testing into context based on the individual situation at hand.

- 4) The remainder of Count 2 is dismissed.

Admission

Respondent agrees the Board could prove beyond a reasonable doubt the allegation set out in Count 3 at paragraph 3) above.

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 an eighth (8th) signature page 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, withdraw, or attempt to modify this Settlement Agreement prior to or during its presentation to the Board at a meeting of the Board. It may not be altered, amended or modified without the express written consent of both parties.

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Have Seen, Understood and Approved:

Kentucky Board of Examiners of Psychology

David R. Reber

David R. Reber, Ph.D.
119 East Main Street
Danville, Kentucky 40422
Respondent

Date:

David R. Reber

12 December, 2012

Melanie S. Marrs

Melanie S. Marrs, Attorney at Law
Fulkerson, Kinkel & Marrs, PLLC
239 North Broadway
Lexington, Kentucky 40507
Attorney for Respondent

Date:

12-17-12

By: Ryan Halloran

Ryan Halloran
Assistant Attorney General
Office of the Attorney General
Capitol Avenue, Suite 118
Frankfort, Kentucky 40601-3449
Phone: (502) 696-5670 Fax: (502) 564-2894
Counsel for the Board

Date:

December 5, 2012



COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL

JACK CONWAY
ATTORNEY GENERAL

CAPITOL BUILDING, SUITE 118
700 CAPITAL AVENUE
FRANKFORT, KENTUCKY 40601
(502) 696-5300
FAX: (502) 564-2894

December 5, 2012

Melanie S. Marrs, Esq.
Fulkerson Kinkel & Marrs PLLC
239 N. Broadway
Lexington KY 40507

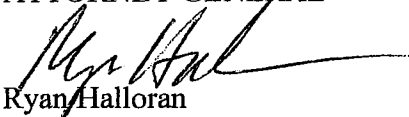
Re: Kentucky Board of Examiners v. David Reber, Ph.D. Agency Case 11-15, Administrative
Action No. 12-KBEP-0059

Dear Ms. Marrs:

Enclosed is a corrected copy of the Settlement Agreement changing the deadline from November 1, 2012 to March 1, 2013, within which Dr. Reber is to pay the amount of \$500.00 per page 3 paragraph 2) of the Agreement. I also added the word "the" at page 5 between the words "doubt" and "allegation" in the third paragraph entitled "Admission". If you have any questions please feel free to contact me at: telephone: 502-696-5670; facsimile: 502-564-2894; electronic mail: ryan.halloran@ag.ky.gov Thank you.

Sincerely,

JACK CONWAY
ATTORNEY GENERAL


Ryan Halloran
Assistant Attorney General

