

Commonwealth of Kentucky  
Kentucky Board of Examiners of Psychology  
Agency Case No. 10-30  
Administrative Action No. 12-KBEP-0058

RECEIVED  
JUL 19 2012  
OCCUPATIONS  
AND PROFESSIONS

Kentucky Board of Examiners of Psychology

~~Complainant~~

v.

**Order**

Deborah G. Blair, Psy.D.  
(Licensed Psychologist No. 0713)

**Respondent**

\* \* \* \* \*

The Kentucky Board of Examiners of Psychology having met on July 19, 2012, and having considered and voted to approve the Settlement Agreement in the above-referenced matter hereby affirms, adopts and incorporates the Settlement Agreement attached hereto.

**It is so Ordered.**

Dated this 19 day of July, 2012.

Kentucky Board of Examiners of Psychology

By: 

Eva R. Markham, Ed.D., Chair  
Kentucky Board of Examiners of Psychology

**Certificate of Service**

Copies mailed this 23 day of July, 2012, to:

Deborah G. Blair, Psy.D.  
3333 Bardstown Road  
Louisville, Kentucky 40218  
*Respondent*

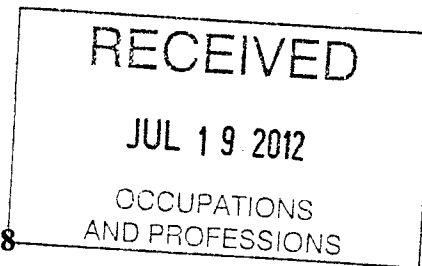
Michael Head, Hearing Officer  
Office of the Attorney General -- East Office  
Division of Administrative Hearings  
1024 Capital Center Drive, Suite 200  
Frankfort, Kentucky 40601-8204  
*Hearing Officer*

  
Robin F. Vick, Board Administrator

Mark Brengelman, Assistant Attorney General  
Office of the Attorney General  
700 Capitol Avenue, Room 118  
Frankfort, Kentucky 40601-3449  
*Counsel for the Board of Examiners of Psychology*

Brian R. Good, Attorney at Law  
L. Chad Elder, Attorney at Law  
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159 St. Matthews Avenue, Suite 1  
Louisville, Kentucky 40207  
*Attorneys for Respondent*

Commonwealth of Kentucky  
Board of Examiners of Psychology  
Agency Case No. 10-30  
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Kentucky Board of Examiners of Psychology

Complainant

v.

**Settlement Agreement**

Deborah G. Blair, Psy.D.  
(Licensed Psychologist No. 0713)

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 dated February 22, 2012, under KRS Chapters 319 and 13B (hereafter "Notice of Hearing") against Deborah G. Blair, Psy.D., 3333 Bardstown Road, Louisville, Kentucky 40218 (hereafter "Respondent"), and;

Whereas, for the purposes of this Settlement Agreement, the Respondent admits the Board would prove by a preponderance of the evidence at a hearing before the Board as follows:

- 1) One (1) violation of KRS 319.082(1)(f) by violating any state statute or administrative regulation governing the practice of psychology by violating 201 KAR 26:145 ¶ 7(4).

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

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. The Respondent waives the right to challenge any agreed upon term or condition of this Settlement Agreement as set forth in "Effect Upon Credential Status" notwithstanding any other statutory provision of KRS Chapter 319, and the 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.

#### **Effect Upon Credential Status: Reprimand, Probation, Supervision, Fine, 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 a fine in the amount of \$1,000.00 under KRS 319.092(3)(b), and the amount of \$250.00 as reimbursement for investigative and legal costs in lieu of additional fines under KRS 319.082(3)(b)(total amount: \$1,250.00, 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 September 5, 2012,

with the Respondent's name and "Agency Case No. 2010-30 fines 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 or e-mailing of this Settlement Agreement to the Respondent or to the Respondent's attorney, if any, 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 \$100.00 for each month the Respondent fails to pay in full the amount set forth in ¶ 2, above, or any amended amount, beginning on September 6, 2012, and assessed on the 6<sup>th</sup> 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 license to practice psychology in the Commonwealth of Kentucky shall be placed on probation for a period of six (6) months from the date of entry of an order of the Board adopting this Settlement Agreement, and;

4) The Respondent shall undergo weekly supervision during the six (6) month period of probation of at least one (1) hour per week (26 sessions total) of the Respondent's entire practice of psychology in Kentucky, which shall begin within thirty (30) days of the appointment in writing of a Kentucky licensed psychologist pursuant to 201 KAR 26:171 § 13 appointed by the Board or as soon thereafter as practical, and to be paid for by the Respondent directly to the supervisor;

A) Said supervision shall include weekly, face-to-face meetings with the supervisor in accord with 201 KAR 26:171 §§ 13 and 14, and shall encompass the entire practice of psychology. In the event of unscheduled illness and conflicting vacation schedules, the supervision sessions may be rescheduled by agreement of the supervisor and the Respondent. It is the intention of the Board that this supervision shall be carried out in consecutive, weekly sessions (26 sessions total) although missed sessions may be made up at the end of the regular supervisory period;

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.

#### **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 (8<sup>th</sup>) 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.

**Have Seen, Understood and Approved:**

*Deborah G. Blair, Psy.D.*

Deborah G. Blair, Psy.D.  
3333 Bardstown Road  
Lexington, Kentucky 40218  
*Respondent*

*Louisville*

Date: 6/20/12

Kentucky Board of Examiners of Psychology

By: *Mark Brengelman*

Mark Brengelman  
Assistant Attorney General  
Office of the Attorney General  
Capitol Avenue, Suite 118  
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Phone: (502) 696-5627; Fax: (502) 564-6801  
*Counsel for the Board*

Date: July 19, 2012



*B. Good*

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Brian R. Good, Attorney at Law  
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Elder & Good, PLLC  
159 St. Matthews Avenue, Suite 1  
Louisville, Kentucky 40207  
*Attorney for Respondent*

Date: 6/22/12