

Commonwealth of Kentucky  
Kentucky Board of Examiners of Psychology  
Agency Case Nos. 13-07 and 13-07B  
Administrative Action Nos. 13-KBEP-1042 and 14-KBEP-0118

Kentucky Board of Examiners of Psychology

Complainant

v. **Agreed Final Order**

James S. Walker, Ph.D.  
(Licensed Psychologist No. 0949)

Respondent

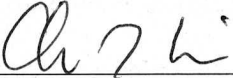
\* \* \* \* \*

The parties, by counsel, as evidenced by their signatures below, do hereby waive the entry of a Recommended Order under KRS 13B.110 and agree to this Final Order under KRS 13B.120 with a Settlement Agreement of the parties being presented to the Board as final agency action. After having reviewed the record and the approved Settlement Agreement, the Board hereby adopts as its own the terms of the Settlement Agreement are adopted and incorporated.

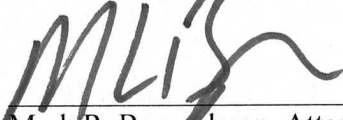
It is **ordered** that Agency Case Nos. 13-07 and 13-07B and Administrative Action Nos. 13-KBEP-1042 and 14-KBEP-0118 are hereby **dismissed as settled**.

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 6<sup>th</sup> day of <sup>October</sup>~~September~~, 2014.

By:   
Owen T. Nichols, Psy.D., Chair  
Kentucky Board of Examiners of Psychology

Have seen and agreed:

  
\_\_\_\_\_  
Mark R. Brengelman, Attorney at Law  
*Counsel for Dr. Walker*

  
\_\_\_\_\_  
Brian T. Judy, Assistant Attorney General  
*Counsel for the Board*

Date: Sept. 2, 2014

Date: 9-25-14

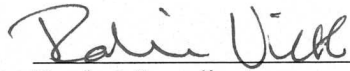
**Certificate of Service**

I hereby certify the original of this Agreed Final Order was filed in the administrative record and a copy of the Agreed Final Order was served by regular mail or by messenger mail as indicated below, this the 13<sup>th</sup> day of ~~September~~ October, 2014, to:

Brian T. Judy, Assistant Attorney General  
Civil and Environmental Law  
Office of the Attorney General  
700 Capitol Avenue – Suite 118  
Frankfort, Kentucky 40601-3449  
*Attorney for the Board*  
(by messenger mail)

Susan S. Durant, Hearing Officer  
Office of the Attorney General--East Office  
Administrative Hearings Branch  
1024 Capital Center Drive, Suite 200  
Frankfort, Kentucky 40601-8204  
*Hearing Officer*  
(by messenger mail)

Mark R. Brengelman, Attorney at Law  
Hazelrigg & Cox, LLP  
415 West Main Street, Suite 1  
Post Office Box 676  
Frankfort, Kentucky 40602-0676  
*Counsel for James S. Walker, Ph.D.*  
(by regular mail)

  
\_\_\_\_\_  
Docket Coordinator  
*Robin Vick*  
*Board Administrator*

Commonwealth of Kentucky  
Board of Examiners of Psychology  
Agency Case Nos. 13-07 and 13-07B  
Administrative Action Nos. 13-KBEP-0142 and 14-KBEP-0118



Commonwealth of Kentucky,  
Board of Examiners of Psychology

Complainant

v.

**Settlement Agreement**

James S. Walker, Ph.D.  
(Licensed Psychologist No. 0949)

Respondent

\*\*\*\*\*

Whereas, the Kentucky Board of Examiners of Psychology (hereafter "Board") having filed a Notice of Administrative Hearing and Formal Complaint dated May 6, 2013, in Agency Case No. 13-07 (hereafter "Formal Complaint-Agency Case No. 13-07) and a Notice of Administrative Hearing and Formal Complaint dated April 17, 2014, in Agency Case No. 13-07B (hereafter "Formal Complaint-Agency Case No. 13-07B) against James S. Walker, Ph.D., Neuropsychology Consultants, PLLC, The Hillsboro Building, Suite 306, 4219 Hillsboro Pike, Nashville, Tennessee 37215 (hereafter "Respondent");

Whereas, the Respondent was disciplined by the State of Tennessee, Board of Examiners in Psychology ("Tennessee Board") in the case styled *In the matter of James S. Walker, Ph.D., Respondent*, Tennessee License No. 1748, Case No. 201202628, for unprofessional, dishonorable, or unethical conduct, a violation of TENN. CODE ANN. § 63-11-215(b)(1) for the Respondent's admitted use of illicit drugs and being under the influence on or about December 16-17, 2012, in the State of Tennessee, which the Board and the Respondent agree did not constitute any violation for having shown an inability to practice psychology in the Commonwealth

of Kentucky with reasonable skill and safety to patients or clients by reason of illness, misuse of drugs, narcotics, alcohol, chemicals, or any other substance, or as a result of any mental or physical condition;

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

The Respondent has been disciplined by the State of Tennessee, Board of Examiners in Psychology, as set forth above, which the Board could conclude constitutes a violation of applicable Kentucky law, specifically, KRS 319.082(1)(r).

**Whereas**, by entering into this Settlement Agreement, the Respondent further admits if this matter were to go to an administrative hearing, the Board may prove by a preponderance of the evidence a violation of KRS 319.082(1)(r); nevertheless, the Respondent desires to settle the matter in an expeditious manner without resorting to a disciplinary hearing in Agency Case Nos. 13-07 or Agency Case No. 13-07B; and

**Whereas**, the Respondent denies the Board's allegation that the Respondent violated KRS 319.082(1)(r) and does not admit to any wrongdoing or liability.

**Whereas**, the Respondent has fully complied with all terms and conditions of the disciplinary action taken by the State of Tennessee, Board of Examiners in Psychology, including residential treatment, random drug testing, mental health therapy, and a plan of care for sobriety followed by the Respondent in the State of Tennessee, for which the Kentucky Board also has an interest in order to protect the public in the Commonwealth of Kentucky, and;

It is hereby stipulated and agreed between the undersigned parties that these matters 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 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: Probation, Costs, and Compliance with final order of the State of Tennessee, Board of Examiners in Psychology**

The Respondent hereby agrees to the following disciplinary action:

- 1) The Respondent's credential to practice psychology in the Commonwealth of Kentucky shall be placed on probation for a period of five (5) years from the date of entry of an Order of the Board adopting this Settlement Agreement and based upon the Respondent's disciplinary action and the underlying facts therein by the State of Tennessee, Board of Examiners in Psychology;
- 2) The Respondent shall pay the amount of \$3,391.50 by certified check or money order made payable to "Kentucky State Treasurer" as reimbursement for costs to the Board for the investigation and prosecution of Agency Case No. 13-07B mailed or delivered to the Board at Post Office Box 1360, 911 Leawood Drive, Frankfort, Kentucky 40602-1360, due to be postmarked on or before October 1, 2014, or in twelve (12) equal monthly installments beginning October 1, 2014, and due on the first of each month thereafter until paid, and with the Respondent's license number and "costs for Agency Case Nos. 13-07 and 13-07B" written on the payment(s); and
- 3) The Respondent shall comply with all terms and conditions of the disciplinary action by the State of Tennessee, Board of Examiners in Psychology,

in the case styled *In the matter of James S. Walker, Ph.D., Respondent*, Tennessee License No. 1748, Case No. 201202628, and shall also maintain a lifetime contract for sobriety with the Tennessee Colleague Assistance Foundation, or other successor organization, or other organization or plan of care approved by either the State of Tennessee, Board of Examiners of Psychology, or the Board, and the Respondent shall submit a written quarterly report with appropriate documentation to the Board documenting compliance with the contract for sobriety due to be postmarked beginning on or about October 1, 2014, and due to be postmarked on or about the first of each month every ninety (90) days thereafter during the five (5) year period of probation.

### **Probationary Compliance**

The Respondent expressly understands that during the period of probation, the Respondent's failure to comply with 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 shall revoke the Respondent's credential to practice psychology in the Commonwealth of Kentucky after an administrative hearing conducted in accord with KRS Chapter 13B and KRS 319.092.

The Respondent may petition the Board for reinstatement not earlier than three (3) years from the date of revocation and as otherwise under the reinstatement provisions set forth in KRS 319.082(3).

The Respondent agrees to indemnify the Board for any costs, including reasonable attorney's fees, if the Board finds, after notice and opportunity to be heard, that the Respondent has failed to comply with any provision of this Settlement Agreement.

### **Dismissal of Agency Case No. 13-07 and Resolution of Agency Case No. 13-07B**

The Board agrees that, subject to approval of this Settlement Agreement by a majority vote of the Board, the Formal Complaint-Agency Case No. 13-07 is dismissed, and the Formal Complaint-Agency Case No. 13-07B is resolved with no further action being necessary.

### **Dismissal of Franklin Circuit Court Civil Action and Specific Release of Liability**

The parties agree to file an Agreed Order of Dismissal in the case styled *James S. Walker, Ph.D. v. Commonwealth of Kentucky, Board of Examiners of Psychology*, Franklin Circuit Court, Division 2, Civil Action No. 13-CI-00535 not later than twenty (20) days after the date of the written notice of the renewal of the Respondent's license, as set forth below.

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 the actions of the Board which were the subject of the case styled *James S. Walker, Ph.D. v. Commonwealth of Kentucky, Board of Examiners of Psychology, et. al.*, Franklin Circuit Court, Division 2, Civil Action No. 13-CI-00535.

### **Confidentiality of the Board's Investigative File and Medical Records under the Kentucky Open Records Act**

As requested by the Respondent, the Board shall not release or make available to any requestor medical and mental health records of the Respondent, which records are otherwise made private by KRS 61.878(1)(a) and applicable law thereunder including *Kentucky Board of Examiners of Psychologists v. Courier-Journal and Louisville Times Co.* 826 S.W.2d, 324 (Ky 1992). In order to implement these privacy rights of the Respondent, the Board shall label and physically seal any



medical and mental health records of the Respondent in the possession of the Board and shall further redact specific references to any medical and mental health records and diagnose(s) of the Respondent in any investigative report or other document of the Board that is not a pleading filed under KRS Chapter 13B.

### **Renewal of License**

Within twenty (20) days of the date of entry of an Order of the Board adopting this Settlement Agreement, the Board shall renew the license to practice psychology in the Commonwealth of Kentucky of the Respondent, License No. 0949:

- 1) by mailing the Board's usual and customary renewal notice, and documentation if any, to the Respondent by U.S. Mail with written notice to the Respondent's counsel mailed contemporaneously with the renewal notice to the Respondent, and;
- 2) by updating the Board's website to reflect at least that:
  - a) the Respondent's license is "active";
  - b) the expiration date of "February 15, 2016";
  - c) the Respondent's verification shall indicate disciplinary action.

### **General 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**

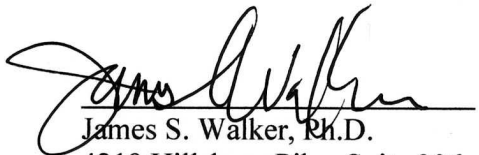
The Respondent acknowledges this Settlement Agreement is subject to disclosure under the Kentucky Open Records Act with appropriate exemptions allowed under law as set forth

above, and 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, and may be reported in accord with federal law.

### Complete Agreement

This Settlement Agreement consists of nine (9) pages. 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, or withdraw this Settlement Agreement prior to its presentation to the Board at a regularly scheduled meeting of the Board. It may not be altered, amended or modified without the express written consent of both parties.

Kentucky Board of Examiners of Psychology



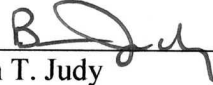
James S. Walker, Ph.D.  
4219 Hillsboro Pike, Suite 306  
Nashville, Tennessee 37215  
*Respondent*

Date: 9-5-2014




Mark R. Brengelman, Attorney at Law  
Hazelrigg & Cox, LLP  
Post Office Box 676  
415 West Main Street, Suite 1  
Frankfort, Kentucky 40602-0676  
*Attorney for the Respondent*

Date: Sept. 8, 2014

By:   
Brian T. Judy  
Assistant Attorney General  
Office of the Attorney General  
Capitol Avenue, Suite 118  
Frankfort, Kentucky 40601-3449  
Phone: (502) 696-5627  
Fax: (502) 564-6801  
*Counsel for the Board*

Date: 9-15-14

  
Owen Nichols  
Board Chair person