

Commonwealth of Kentucky  
Kentucky Board of Examiners of Psychology  
Agency Case No. 11-09  
Administrative Action No. 12-KBEP-0017

RECEIVED  
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OCCUPATIONS  
AND PROFESSIONS

Kentucky Board of Examiners of Psychology

Complainant

v.

Order

James Michael Pasley, M.A.  
(Licensed Psychological Practitioner No. 0004)

Respondent

\* \* \* \* \*

The Kentucky Board of Examiners of Psychology having met on April 2, 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 2<sup>nd</sup> day of April, 2012.

Kentucky Board of Examiners of Psychology


By: 

~~Eva R. Markham, Ed.D., Chair~~ Dwight T. Nichols  
Kentucky Board of Examiners of Psychology

Certificate of Service

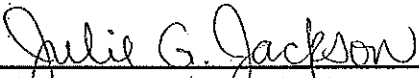
Copies mailed this 3<sup>rd</sup> day of April, 2012, to:

James M. Pasley, M.A.

  
Respondent

Susan S. Durant, 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

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

  
Julie G. Jackson, Board Administrator

**Commonwealth of Kentucky  
Board of Examiners of Psychology  
Agency Case No. 11-09  
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**Kentucky Board of Examiners of Psychology**

**Complainant**

v.

**Settlement Agreement**

**James Michael Pasley, M.A.  
(Licensed Psychological Practitioner No. 0004)**

**Respondent**

\* \* \* \* \*

**Whereas**, the Kentucky Board of Examiners of Psychology (hereafter "Board") having investigated an initiating complaint and having filed a Notice of Administrative Hearing and Order dated January 18, 2012 (hereafter "Notice of Hearing") against James Michael Pasley, M.A., [REDACTED] (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)(d) by being incompetent or negligent in the practice of psychology and one (1) violation of KRS 319.082(1)(k) by practicing beyond the scope demonstrated by an appropriate combination of knowledge, skill, experience, training, and education, for the Respondent's having a patient reduce the dosage of an antipsychotic medication previously prescribed by a physician, when the legal authority to write prescriptions or to dispense prescription medication is outside the scope of practice of a psychologist under KRS Chapter 319, and;
- 2) One (1) violation of KRS 319.082(1) )(d) by being incompetent or negligent in the practice of psychology for the Respondent's dispensing to a patient the reduced dosage of an antipsychotic medication previously prescribed by a physician, when the legal authority to dispense prescription medication is outside the scope of practice of a psychologist under KRS Chapter 319.

**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, Continuing Education, Fine, and Costs**

The Respondent hereby agrees to the following disciplinary action:

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

2) The Respondent shall pay the amount of \$100.00 as a fine under KRS 319.092(3)(b), and the amount of \$850.00 as reimbursement for investigative and legal costs to the Board in lieu of additional fines otherwise allowed by KRS 319.092(3)(b)(total amount: \$950.00) 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 May 1, 2012, with the Respondent's name and "Agency Case No. 2011-09 fines and costs" contained on the check or money order, and;

3) The Respondent shall complete by September 1, 2012, a Board-approved continuing education course(s) covering medical records-keeping, documentation, and office management practices of at least 4.0 hours, and shall submit written proof to the Board within ten (10) days of its completion; this continuing education shall be in addition to the hours required for renewal of the Respondent's credential per 201 KAR 26:175;

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.

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.

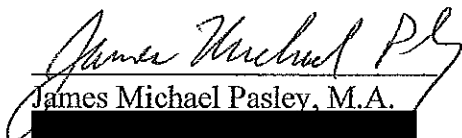
### **Open Records**

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 six (6) pages 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:

  
James Michael Pasley, M.A.

Date: 3/10/12

Kentucky Board of Examiners of Psychology

By:   
Mark Brengelman  
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: April 2, 2012