

**Commonwealth of Kentucky
Board of Examiners of Psychology
Agency Case No. 2000-02-E**

**Commonwealth of Kentucky,
Board of Examiners of Psychology**

Complainant

v.

Settlement Agreement

**John N. Kravic, Ph.D.
Licensed Psychologist No. 0721**

Respondent

Whereas, the Kentucky Board of Examiners of Psychology (hereafter "Board") having voted to issue a Formal Complaint and Notice of Administrative Hearing and Order against John N. Kravic, Ph.D., Licensed Psychologist No. 0721 (hereafter "Respondent"), and;

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

Costs

The Board and the Respondent shall each bear their own costs incurred in this matter except as provided below.

Findings

The Board has completed an investigation and authorized the filing of a Formal Complaint. Specifically, the Board has evidence that might lead the Board to believe the Respondent has committed the following acts which, if committed, are *prima facie* evidence of violations of KRS Chapter 319:

The Respondent acted on three (3) occasions in violation of KRS 319.082(1)(f) by violating 201 KAR 26:145 § 3(5) by rendering a formal professional opinion about a person or persons without direct and substantial contact with or a formal assessment of those persons in the context of treating a minor patient whose parents were involved in on-going child custody and visitation matters in court.

The above actions of the Respondent, if committed, would constitute violations of KRS Chapter 319 as set forth above. The Respondent specifically denies violating any provision of KRS Chapter 319 as alleged by the Board.

Effect Upon Credential Status: Probation and Supervision

By acceptance of this Settlement Agreement, the Respondent denies that he committed the above acts and denies that he has violated KRS 319.082(1)(f), but acknowledges that the Board has made a finding of probable cause and voted to issue a Formal Complaint. Therefore, to avoid the time, cost, and expense of a hearing the Respondent hereby agrees to the following as the agreed upon disciplinary action.

1) The Respondent's credential to practice psychology in the Commonwealth of Kentucky shall be probated for a period of one (1) year from the date of entry of an Order of the Board adopting this Settlement Agreement;

2) The Respondent shall pay the total sum of \$1,200.00 by certified check or money order made payable to "Kentucky State Treasurer" as reimbursement for administrative costs to the Board, within twenty (20) days of the date of entry of an Order of the Board adopting this Settlement Agreement, and;

3) The Respondent shall undergo weekly supervision for a period of one (1) year of the Respondent's entire practice which shall begin within thirty days of the appointment in writing of a Kentucky licensed psychologist pursuant to 201 KAR 26:171 § 13 appointed by the Board and paid for by the Respondent;

A) Said supervision shall include one-hour, weekly, face-to-face meetings with the supervisor in accord with 201 KAR 26:171 §§ 13 and 14, and shall encompass the practice of psychology in general with an initial and continued focus on forensic matters, and child custody and visitation issues and procedures. 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 although missed sessions may be made up at the end of the regular supervisory period of one (1) year;

B) During the aforementioned period of supervision, the Respondent shall not supervise any candidates for licensure, certified psychologists, or psychological associates as a Board-approved supervisor under 201 KAR 26:171.

4) Completion of at least four and one-half (4.5) hours continuing education credits on risk management and forensic mental health issues within one (1) year of the date of an order of the Board adopting this Settlement Agreement; the continuing education credits already taken by the Respondent at the November, 2000, Kentucky Psychological Association convention may count in whole or in part toward this requirement at the sole discretion of the Board upon a request by the Respondent in writing to the full Board;

In the event that 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(3). Periods of temporary or permanent residency outside of Kentucky or practice of psychology outside Kentucky or of non-practice within Kentucky shall not reduce the probationary period.

The Respondent shall cooperate at all times with the supervisor, the Board, the Board's staff and its agents who are engaged in the supervision and investigation of compliance with this Settlement Agreement.

The Respondent expressly understands failure to comply with and complete all terms of this Settlement Agreement means the Respondent shall be deemed to have failed 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.

Resolution of Authorized Formal Complaint

The Board's Formal Complaint as authorized by the Board but not filed and the specific statutory and regulatory charges contained therein is hereby resolved and shall be retained in the Board's file as a draft only not otherwise discloseable to the public under KRS Chapter 61 *et seq.*

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 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 he 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.

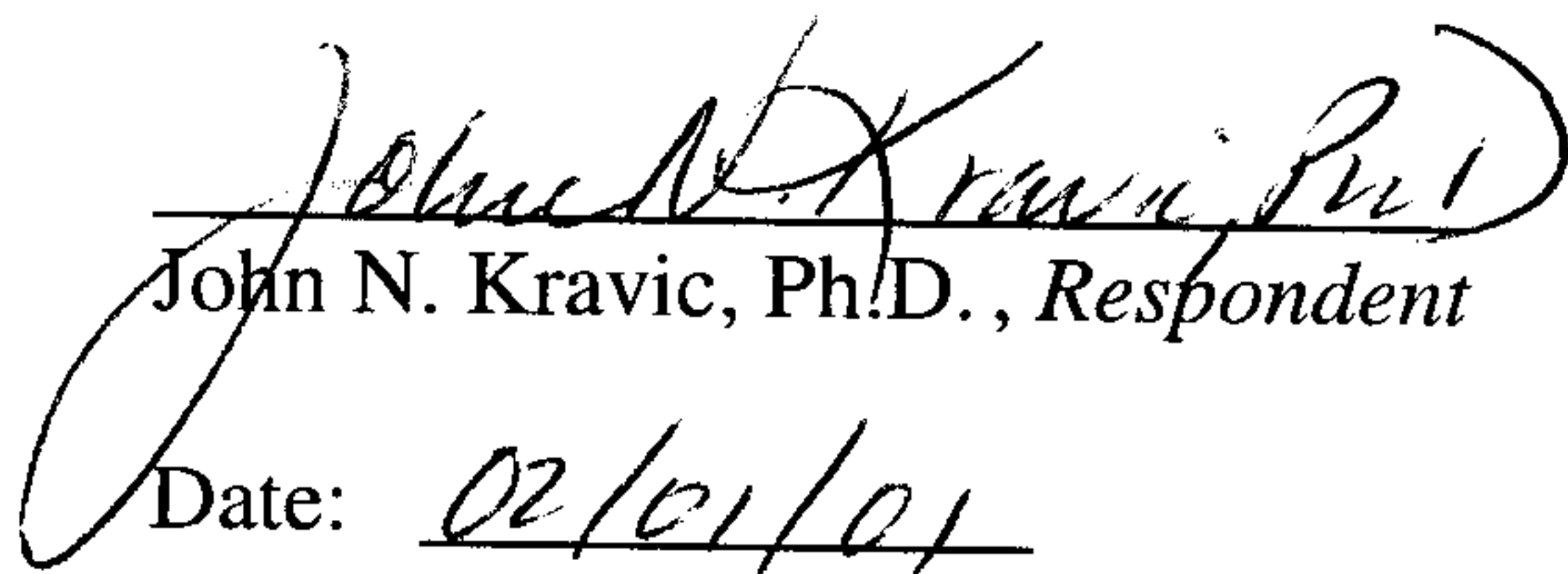
Open Records

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.


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:


John N. Kravic, Ph.D., Respondent
Date: 02/01/01

State Board of Psychology

By: 
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Date: Feb. 5, 2001


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Date: 2/1/01