

Commonwealth of Kentucky  
Kentucky Board of Examiners of Psychology  
Agency Case No. 11-06  
Administrative Action No. 11-KBEP-

RECEIVED  
OCT 03 2011  
OCCUPATIONS  
AND PROFESSIONS

Commonwealth of Kentucky,  
Board of Examiners of Psychology

Complainant

v.

Order

Johnny Brian Brock, M.S.  
(Applicant for a License as a Psychological Associate)

Respondent

\* \* \* \* \*

The Kentucky Board of Examiners of Psychology having met on October 3, 2011, hereby affirms, adopts, and incorporates the attached Settlement Agreement.

It is so ordered.

Dated this 3rd day of ~~October~~ <sup>error JS</sup> 2011.

Kentucky Board of Examiners of Psychology

By: Thomas W. Miller  
Thomas W. Miller, Ph.D., Chair  
Kentucky Board of Examiners of Psychology

Certificate of Service

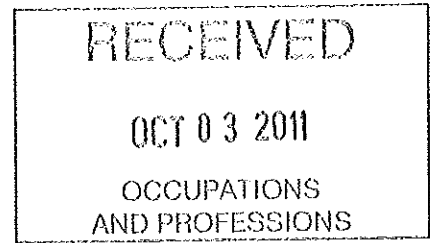
Copies mailed this 7th <sup>November</sup> day of ~~October~~ 2011, to:

Johnny Brian Brock, M.S.  
2425 Boone Street, Apartment No. 2  
Ashland, Kentucky 41101  
Respondent

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

Julie Jackson  
Julie Jackson, Board Administrator

Commonwealth of Kentucky  
Board of Examiners of Psychology  
Agency Case No. 11-06  
Administrative Action No. 11-KBEP-\_\_\_\_\_



Commonwealth of Kentucky,  
Board of Examiners of Psychology

Complainant

**v. Conditional Grant of License and Settlement Agreement**

Johnny Brian Brock, M.S.  
(Applicant for a License as a Psychological Associate)

Respondent

\*\*\*\*\*

Whereas, the Kentucky Board of Examiners of Psychology (hereafter "Board") having investigated its own initiating complaint and having authorized to be filed a Notice of Administrative Hearing and Order under KRS Chapters 319 and 13B (hereafter "Notice of Hearing") to deny the application for a license as a psychological associate against Johnny Brian Brock, M.S., 2425 Boone Street, Apartment No. 2, Ashland, Kentucky 41101 (hereafter "Respondent"), and;

Whereas, for the purposes of this Conditional Grant of License and Settlement Agreement, the Respondent acknowledges the Board would prove by a preponderance of the evidence at a hearing before the Board as follows:

- 1) the Respondent violated KRS 319.082(1)(f) by violating KRS 319.005 by practicing psychology without a license from approximately January 5, 2011, to approximately April 1, 2011. This violation involved the Respondent's providing mental health services for Radical Rehab Solutions, LLC, and otherwise practicing psychology without a license after the Respondent's temporary license had expired and while further review of the issues raised in ¶ 2, below, were still pending before the Board and when the Board had not issued a license to the Respondent, and;

- 2) the Respondent violated KRS 319.082(1)(m) by being convicted of a felony relating to the practice of psychology and KRS 319.082(1)(a) by having committed any act involving moral turpitude, dishonesty, or corruption, relating to the practice of psychology, both violations for having pleaded guilty in 1995 to theft by unlawful taking in the case styled *Commonwealth of Kentucky v. Johnny Brian Brock*, 95-F-04136, Fayette District Court. This plea of guilt involved the Respondent's employment at a retail department store and theft involving customer credit cards and is relating to the practice of psychology by the Respondent's access to and misuse of finances entrusted to the Respondent.

**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 any Notice of Administrative Hearing, 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: Conditional Grant of License as a Psychological Associate, Agreed Permanent Licensure Restriction, Reprimand, Probation, Supervision meeting, Costs, and Notification**

The Respondent hereby voluntarily agrees to the following disciplinary action. The Board shall issue a credential to the Respondent as a Licensed Psychological Associate upon:

- 1) the Respondent having met all qualifications for licensure as a Licensed Psychological Associate in KRS Chapter 319 and the administrative regulations.
- 2) The Respondent shall pay the amount of \$500.00 as reimbursement for investigative and legal costs and \$250.00 as a fine (total amount: \$750.00), as well as the amount designated in ¶ 3( c), below when due, 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 31, 2012.

### **Agreed Licensure Restriction and Notification with Continuing Education**

The Respondent agrees, and the Board so orders, that beginning on the date of the issuance of the Respondent's license to practice psychology as a Licensed Psychological Associate:

- 1) the Respondent's license shall be permanently restricted insofar as the Respondent shall not apply for a license as a Licensed Psychological Practitioner or as a Licensed Psychologist, except as provided below, or any other license from the Board which allows the independent practice of psychology without supervision, with this restriction being a permanent restriction, except as provided below, and;
- 2) the Respondent shall file as soon as practical, but not later than ten (10) days after the first day of employment practicing psychology, a copy of this Conditional Grant of Licensure and Settlement Agreement with the Respondent's current employer, if any, and with any Board-approved Supervisor during the ten (10) year period of restriction, and with any future employer and future Board-approved Supervisor during the ten (10) year period of restriction, and shall file

contemporaneous proof with the Board of its filing with the Respondent's employer/Board-approved supervisor, during the ten (10) year period of restriction. "Contemporaneous proof" shall include both the printed name and signature of the Respondent and employer and Board-approved supervisor.

3) The Respondent's credential to practice psychology in the Commonwealth of Kentucky shall be reprimanded, with this Settlement Agreement constituting the reprimand, and shall also be placed on probation for one (1) year and upon the following conditions:

4) The Respondent shall complete by March 31, 2012, the following continuing education, in lieu of supervision of the Respondent's practice as otherwise allowed by KRS 319.092 and 201 KAR 26:171 §§ 13 and 14:

a) a continuing education course(s) to be preapproved by the Board of a total of eight (8.0) clock hours covering KRS Chapter 319, 201 KAR Chapter 26, the Board's Code of Conduct at 201 KAR 26:145, Kentucky mental health law, ethical principles, and professional practice for the behavioral professional, at the cost of the Respondent; the parties hereby agree the following are preapproved by the Board -- the course "Kentucky Ethics: Guidelines, Regulations, and Cases" sponsored by Heisel and Associates, to be held October 5, 2011 (6.0 hours), or on any future date, and at least two (2.0) hours of ethics continuing education or the oral examination preparation workshop, either of which is to be sponsored by the Kentucky Psychological Association to be held November 10-12, 2011, and;

b) this continuing education course shall not count for the continuing education hours already separately mandated by KRS Chapter 319 as a condition of licensure renewal for this renewal cycle, and;

c) the Respondent shall schedule a meeting to be held in person (to occur within thirty (30) days after completion of the above continuing education) of not less than two (2.0) clock hours with a licensed psychologist appointed in writing by the Board, at the cost of the Respondent of \$150.00, in order to discuss with the licensed psychologist the Respondent's past and present practices and understanding of the ethics of the behavioral professional, and for the purpose of demonstrating that the Respondent's practice does not pose a risk to the public as a result of the violations admitted, above, and;

d) submit to the licensed psychologist appointed by the Board a written summary of at least five (5.0) typed pages the above continuing education course(s) prior to the scheduled meeting, sufficient to allow the examples in the course, as well as the Respondent's own experiences, to provide an informative structure to this review process, and;

e) the Respondent shall request the preapproval of the Board in writing at least forty-five (45) days prior to the date of the course(s) to be taken by the Respondent to satisfy ¶ 3(a), above so the Board may approve the course and appoint a psychologist in accord with ¶ 3( c) and (d), above.

5) On or after ten (10) years after the date of issuance of the license to practice psychology as a Licensed Psychological Associate, the Respondent may apply to the Board for a license as a Licensed Psychologist to practice independently without the permanent restriction, as above, upon the following conditions that the Respondent:

a) shall successfully obtain a doctoral degree in psychology as defined by 201 KAR 26:200, or defined by any subsequent successor statute or administrative regulation of the Board, and;

b) shall successfully obtain a passing score at the doctoral level on the Examination for Professional Practice in Psychology, said passing score at the doctoral level shall be valid as such a passing score at the time of the Respondent's application as a Licensed Psychologist, and;

c) shall meet all qualifications for licensure as a Licensed Psychologist in KRS Chapter 319 and the administrative regulations at the time of the Respondent's application as a Licensed Psychologist, and;

d) shall not have been disciplined by the Board under KRS 319.082 or 319.092, or any subsequent successor statute of the Board, and further shall not have been issued a Private Admonishment by the Board under KRS 319.082, and;

e) shall pay to the Board the sum of \$500.00 at the time of the Respondent's application.

In the event that the Respondent should 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(6). 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 and supervisory period.

The Respondent shall cooperate at all times with the Board, Board members, 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 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**

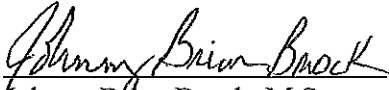
The Respondent acknowledges this Settlement Agreement is subject to disclosure under the Kentucky Open Records Act, may be shared with any professional organization or licensing Board as the Board deems appropriate in its discretion, and shall be made public according to KRS 319.092(6) and 201 KAR 26:140 §12, and may be reported in accord with federal law as well as available via the Board's website.

## Complete Agreement


This Settlement Agreement and Order consists of nine (9) 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, request to modify, or withdraw this Settlement Agreement prior to or during 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.

### Have Seen, Understood and Approved:

Kentucky Board of Examiners of Psychology

  
Johnny Brian Brock, M.S.  
2425 Boone Street, Apartment No. 2  
Ashland, Kentucky 41101  
*Respondent*

Date: 9/24/2011

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: Oct. 3, 2011