

Commonwealth of Kentucky  
Before the Kentucky Board of Examiners of Psychology  
Agency Case No. 02-09  
Administrative Action No. 2002-KBEP-0816

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JUN 24 2003

DIV. OF OCCUPATIONS  
& PROFESSIONS

Kentucky Board of Examiners of Psychology

Complainant

v.

Order

Kimberly Unseld, M.Ed.  
(Applicant for Certification)

Respondent

\* \* \* \* \*

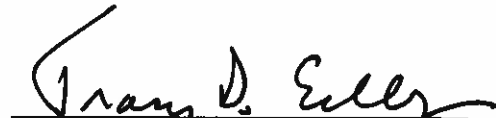
The Kentucky Board of Examiners of Psychology, having considered and voted at its June 2, 2003, regularly scheduled meeting, to approve the Settlement Agreement in the above-referenced matter, hereby affirms, adopts, and incorporates the Settlement Agreement attached hereto as its own.

**It Is So Ordered.**

Dated this 23<sup>rd</sup> day of June, 2003.

Kentucky Board of Examiners of Psychology

By:



Tracy D. Eells, Ph.D.

Chair, Kentucky Board of Examiners of Psychology

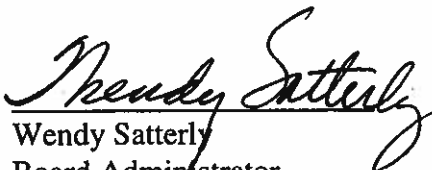
Copies sent this the 24<sup>th</sup> day of June, 2003, to:

Kimberly Unseld, M.Ed.  
7657 Loretto Road  
Loretto, Kentucky 40037  
*Respondent* (by regular mail)

Ann Toni Kereiakes, Attorney at Law  
Greenbaum, Doll & McDonald, PLLC  
3300 National City Tower  
101 South Fifth Street  
Louisville, Kentucky 40202  
*Attorney for Respondent* (by regular mail)

Mark Brengelman, Assistant Attorney General  
Capitol Building, Suite 118  
700 Capitol Avenue  
Frankfort, Kentucky 40601-3449  
*Board Counsel* (by messenger mail)

Michael Head  
Scott D. Majors  
Hearing Officers  
Office of the Attorney General – East Office  
Division of Administrative Hearings  
1024 Capital Center Drive, Suite 200  
Frankfort, Kentucky 40601-8204  
*Hearing Officers* (by messenger mail)

  
Wendy Satterly  
Board Administrator

Commonwealth of Kentucky  
Before the Kentucky Board of Examiners of Psychology  
Agency Case No. 02-09  
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DIV. OF OCCUPATIONS  
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Commonwealth of Kentucky,  
Board of Examiners of Psychology

Complainant

v.

**Settlement Agreement**

Kimberly Unseld, M.Ed.  
(Applicant for Certification)

Respondent

\* \* \* \* \*

Whereas, the Kentucky Board of Examiners of Psychology ("Board") having issued a Notice of Administrative Hearing issued December 19, 2002, based on an investigation completed by the Board regarding Kimberly Unseld, M.Ed. ("Respondent");

Whereas, the parties mutually desire to settle the issues in an expeditious manner, without the need for a formal hearing;

It is hereby stipulated and agreed between the undersigned parties that this matter shall be settled and resolved upon the following terms:

**Findings**

The Board has reason to believe, and has made a finding of probable cause, that the Respondent violated KRS 319.005 by practicing psychology without a certification from on or about September 1999, to on or about June, 2002, after the Respondent's temporary certificate lapsed on February 15, 1999.

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By acceptance of this Settlement Agreement, the Respondent acknowledges the finding of probable cause of the Board, and admits violating KRS 319.005 as alleged by

the Board, above.

### **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 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 Notice of Administrative Hearing and the right to obtain judicial review of the Board's decision. All of these rights are being voluntarily waived by the Respondent in exchange for the Board's acceptance of this Settlement Agreement.

### **Jurisdiction**

The Respondent acknowledges that the Board has jurisdiction over the Respondent and the conduct which has precipitated this Settlement Agreement. The Respondent also acknowledges that the Board has the legal power to take disciplinary action up to and including

permanent denial of the Respondent's pending application for a credential to practice psychology.

The Respondent acknowledges that 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.

### **Publication of Settlement Agreement**

The Respondent acknowledges that, once adopted by the Board, this Settlement Agreement is considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act. Further, the Respondent understands that the Board is free to make any use it deems appropriate of the contents of this Settlement Agreement and Formal Complaint which shall include, but not be limited to, publication in a Board newsletter of a summary and the Board's ability to share the content of this Settlement Agreement and Formal Complaint upon request with any governmental or professional Board or organization. The parties stating that the Respondent has agreed not to engage in the practice of psychology, the Board shall not send a press release to the "city of business of the Respondent" as otherwise required by 201 KAR 26:145 § 3.

Both parties agree to keep confidential this Settlement Agreement until such time as it is adopted by majority vote of the Board.

### **Effect Upon Application for Licensure Status: Restriction on Application for a Certificate**

The parties agree to the following as the agreed upon disciplinary action:

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1) The Respondent shall be restricted from re-applying for a license to practice psychology in Kentucky from the Board 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 amount of \$475.00 by certified check/cashier's check, or money order, made payable to the "Kentucky State Treasurer" to the Board on or before September 1, 2003, for investigative, mediation, and other administrative and legal costs of the Board;

3) The Respondent shall not provide direct mental health services to individuals or to the public unless the Respondent holds a current, valid credential from the Commonwealth of Kentucky or otherwise meets an exemption in KRS 319.015;

4) The Respondent, upon re-application to the Board, after meeting all other terms and conditions of licensure in KRS Chapter 319, and after the one (1) year period, above, shall be placed on probation for a period of one (1) year with supervision of the Respondent's practice of psychology by a Board-appointed psychologist under 201 KAR 26:171 §§ 13 and 14 upon the issuance of either a full license or a temporary license, whichever may be issued first, with the right to terminate supervision of the Board's appointed supervisor under the terms of this Settlement Agreement after six (6) months, but only upon the written request of the Board's supervisor (with the approval of the Respondent) and only after written approval by the Board is issued to the Respondent. The cost of supervision shall be borne by the Respondent.

### **Dismissal of Charges**

The Board's charges as set forth in its Notice of Administrative Hearing and Order dated December 19, 2002, are hereby dismissed with prejudice along with the statutory and regulatory violations alleged therein.

### **Release of Liability**

In consideration of execution of this Settlement Agreement, the Respondent for the Respondent and the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, the 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 the 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 disciplinary action, this Settlement Agreement or its administration.

### **Acceptance by the Board**

It is hereby agreed between the parties that this Settlement Agreement shall be presented to the Board with a recommendation for approval from the Board's counsel and complaints screening committee at the next regularly-scheduled meeting of the Board and shall be kept confidential by the parties until such time as it is presented to the Board.

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The Respondent understands that the Board is free to accept or reject this Settlement Agreement, and if rejected by the Board, a formal disciplinary hearing against the Respondent

may be scheduled. The Respondent hereby agrees to waive any right the Respondent might have to challenge the impartiality of the Board, based solely upon the presentation of this Settlement Agreement, to hear the Notice of Administrative Hearing and Order 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. Admissions by the Respondent in the Settlement Agreement will not be regarded as evidence against the Respondent at the subsequent disciplinary hearing. The Respondent will be free to defend and no inferences against the Respondent will be made from the Respondent's willingness to have entered into this Settlement Agreement.

The Settlement Agreement will not be submitted for Board consideration until after it has been agreed to and executed by the Respondent. The Settlement Agreement shall not become effective until it has been approved by a majority of the Board and endorsed by a representative member of the Board.

#### **Costs**

Each party shall pay its own costs in this matter, except as set forth in this Settlement Agreement.

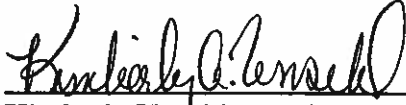
#### **Complete Agreement**

This Settlement Agreement consists of six (6) pages and a seventh (7th) signature page 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:**

Kentucky Board of Examiners of Psychology



Kimberly Unseld, M.Ed.  
7657 Loretto Road  
Loretto, Kentucky 40037


*Respondent*

Date: June 5, 2003

By: 

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

Date: June 17, 2003



Ann Toni Kereiakes, Attorney at Law  
Greenbaum, Doll & McDonald, PLLC  
3300 National City Tower  
101 South Fifth Street  
Louisville, Kentucky 40202  
*Attorney for Respondent*

Date: June 10, 2003