

Commonwealth of Kentucky
Before the Kentucky Board of
Examiners of Psychology

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DIV. OF OCCUPATIONS
& PROFESSIONS

Agency Case Number 2000-10
Administrative Action No. 2001-KBEP-0269

Commonwealth of Kentucky,
Board of Examiners of Psychology

Complainant

v.

Order

Linda C. House, M.A.

Respondent

* * * * *

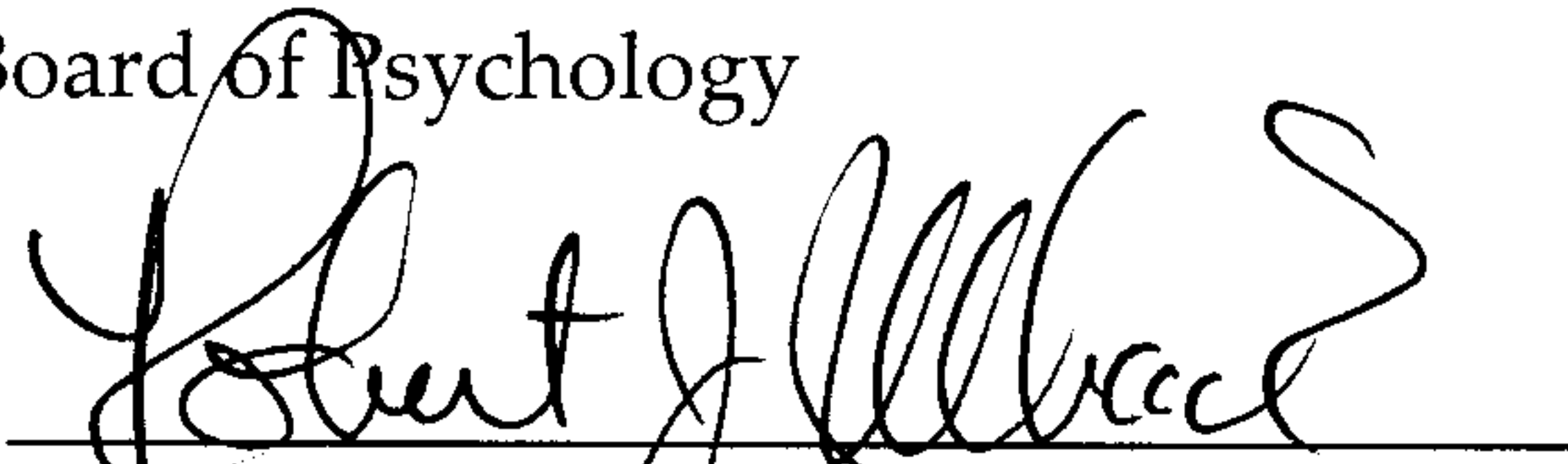
The Kentucky Board of Examiners of Psychology, having met on August 5, 2002,
and having voted upon the above-styled case, hereby adopts and incorporates the
attached Settlement Agreement as its own.

It is so ordered.

Dated this 5th day of August, 2002.

State Board of Psychology

By:



Robert J. Illback, Psy.D., Chair
Kentucky Board of Examiners of Psychology

Certificate of Service

I hereby certify that a true and accurate copy of the foregoing Order and Settlement Agreement was mailed, first class postage prepaid, this 8th day of August, 2002, to:

Linda C. House, M.A.
200 South Ashland Avenue, #8
Lexington, Kentucky 40502-1750

Richard A. Getty, Attorney at Law
Getty, Keyser & Mayo, LLP
250 West Main Street, Suite 1900
Lexington, Kentucky 40507-1734

Mark Brengelman
Civil & Environmental Law Division
Office of the Attorney General
Capitol Building, Suite 118
700 Capitol Avenue
Frankfort, Kentucky 40601-3449

Scott D. Majors, Hearing Officer
Division of Administrative Hearings
Office of the Attorney General
1024 Capital Center Drive, Suite 200
Frankfort, Kentucky 40601-8204

Nancy Satterly
Board Administrator

Commonwealth of Kentucky
Board of Examiners of Psychology
Agency Case No. 2000-10
Administrative Action No. 2001-KBEP-0269

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DIV. OF OCCUPATIONS
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Commonwealth of Kentucky,
Board of Examiners of Psychology

Complainant

Reinstatement Of Certificate
And Settlement Agreement

V.

Linda C. House M.A.

Respondent

* * * * *

Whereas, the Kentucky Board of Examiners of Psychology (hereafter "Board") having investigated whether Linda C. House, M.A., (hereafter "Respondent") has practiced psychology without a current credential in good standing from the Board and having before it a request for reinstatement and issuance of the Respondent's credential to practice psychology, and;

Whereas, the Respondent denies that she ever practiced psychology without a current credential in good standing and has taken the position that the Board has violated her rights;

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

Whereas, the Respondent is not practicing psychology at this time; 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 Reinstatement of Certificate and Settlement Agreement ("Settlement Agreement" or "Agreement"), motivated by a desire to resolve the issues addressed herein, and the Respondent has executed this Settlement

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Agreement only after a careful reading of it, consultation with counsel 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 alleged conduct which has precipitated this Settlement Agreement.

The Respondent acknowledges the Board has the legal power and authority to take action up to and including the power to deny reinstatement/renewal/issuance of a certificate pursuant to KRS 319.082(1);

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.

Costs

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

Findings

The Respondent, who voluntarily did not renew her credential to practice psychology as a Psychological Associate -- said credential having expired on May 5, 1998, for non-renewal, was employed and continued to be employed through approximately January, 2001, as a "Counselor" for the Christian Appalachian Project, Inc. "CAP"). The Complainant has taken the position that by being employed in such capacity by CAP she provided direct mental health services to the public, and practiced psychology without a certificate in violation of KRS 319.005 by continuing to provide direct mental health services to the public after the Respondent allowed her certificate from the Board to expire for non-renewal on May 5, 1998. The Respondent denies that the services she provided as a

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“Counselor” employed by CAP involved the providing of direct mental health services to the public or that she practiced psychology without a certificate in violation of KRS 319.05 or any other applicable statutory provision;

By acceptance of this Settlement Agreement, the Respondent acknowledges that:

The Board has taken the position that it had probable cause to allege that the Respondent violated KRS 319.005 and KRS 319.082(1)(g). However, the Respondent states that at the time she was counseling at CAP, the Respondent did not believe that she was engaged in the practice of psychology or in any way violating any Kentucky statutory provisions. The Respondent acknowledges that the Board concluded that the Respondent was engaged in the practice of psychology when the Respondent was working for CAP, and accepts the Board’s interpretation of KRS Chapter 319 for any future counseling that the Respondent may engage in, but disclaims that interpretation as to her earlier conduct.

**Effect Upon Credential Status: Suspension, Conditional Reinstatement,
Probation, Notification, and Supervision**

Therefore, to avoid the time, cost, and expense of further litigation regarding these contested issues, the Respondent hereby agrees to the following reflecting action of the Board under KRS 319.082:

1. The Respondent’s request to reinstate her credential to practice psychology in the Commonwealth of Kentucky is granted and shall be deemed suspended for a period of eighteen (18) months from the date of an Order of the Board adopting this Settlement Agreement, with the first (6) months being an active suspension retroactive six (6) months from the date of entry of an Order of the Board adopting this Settlement Agreement so that the first six months of the suspension shall be deemed to have been served and have expired as of the date of the entry of an Order approving this Settlement Agreement, and;

2. The Respondent shall pay the total sum of \$1,000.00 by certified check or money order made payable to “Kentucky State Treasurer” as reimbursement for administrative costs to

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the Board, which may be made in five (5) equal monthly installments of \$200.00 each beginning on the first day of the month after the Board adopts this Settlement Agreement, and;

3. The remaining twelve (12) months of suspension shall be fully probated, and the Respondent shall be placed on probation for the remaining period of twelve (12) months, which period shall be deferred until Respondent's return to the practice of psychology after the Respondent files written notice of such return to practice with the Board. The reinstatement shall be further conditioned upon the following:

A. The Board acknowledges that the Respondent has submitted proof of sufficient continuing education credits necessary to reinstate the Respondent's certificate to practice psychology in the amount of thirty (30) hours;

B. The Board acknowledges that the Respondent has paid the regular reinstatement fee of \$200.00 to the Board by certified check or money order made payable to "Kentucky State Treasurer" and a penalty of \$200.00 as mandated by KRS 319.071(1) which penalty is payable on the 1st of the month following the entry of an Order approving this Settlement Agreement by the Board.

C. The Board acknowledges that the Respondent has appropriately and timely filed for reinstatement of her certificate and has met all other provisions necessary for reinstatement under KRS Chapter 319;

4. The Respondent shall comply with 201 KAR 26:250 and 250E, "Employment of a Psychological Associate;" should she return to the practice of psychology.

5. Should she return to the practice of psychology, the Respondent shall undergo weekly supervision for a period of twelve (12) months by a psychologist appointed by the Board

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(the "Supervisor"), said supervision shall be of the Respondent's entire practice of psychology which shall begin within thirty (30) days of the return to the practice of psychology and the appointment in writing of a Kentucky licensed psychologist pursuant to 201 KAR 26:171 and 171E § 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 and 171E §§ 13 and 14, and shall encompass the practice of psychology in general. 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;

B. The board-appointed Supervisor shall serve as the Supervisor of record for the Respondent under KRS 319.064(4) during the twelve (12) month period of probation.

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 after her return to the practice of psychology, 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.

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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 and the Board shall likewise co-operate with the Respondent. The Respondent shall also notify the Board in writing of her intention to return to the practice of psychology and shall include the name of her employer, practice location/ mailing address/ street address/ telephone number/ fax number. This notification shall be filed with the board no less than thirty (30) days before the Respondent is to re-enter the "practice of psychology" as defined in KRS 319.010(3). The parties understand that the Respondent's provision of mental health services directly to the public shall constitute the "practice of psychology" as that term is defined by KRS 319.010(3).

The Respondent expressly understands that failure to comply with and complete all terms of this Settlement Agreement means the Respondent's credential shall be deemed suspended and shall further 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.

Dismissal of Actions

The Board's Formal Complaint denying the Respondent's reinstatement request filed April 9, 2001, and the Respondent's Counterclaim filed in the administrative action are each hereby dismissed.

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Letter on Behalf of the Board

Upon written request of the Respondent, the Board shall mail a letter to the Kentucky Psychological Association stating that the Respondent will be reinstated to the practice of psychology under the terms of this Reinstatement of Certificate and Settlement Agreement which shall include a copy thereof.

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 or this settlement and the Board releases the Respondent and agrees that it may take no further action against the Respondent for any actions or inactions by her arising prior to the date of this Settlement Agreement except as agreed to herein.

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

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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.

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 during any subsequent legal action. 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 eight (8) pages, with additional signature page(s), 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.

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Have Seen, Understood and Approved:

State Board of Psychology

Linda C House, MA
Linda C. House, M.A.
200 South Ashland Avenue #8
Lexington, Kentucky 40502-1750

By: M. Brengelman
Mark Brengelman
Assistant Attorney General
Office of the Attorney General
Capitol Avenue, Suite 118
Frankfort, Kentucky 40601-3449
Phone: (502) 696-5607
Fax: (502) 564-2894

Respondent

Date: 6/27/02

Counsel for the Board

Date: July 3, 2002

Richard A. Getty, Attorney at Law
Getty, Keyser & Mayo, LLP
250 West Main Street, Suite 1900
Lexington, Kentucky 40507-1734

Attorney for Respondent

Date: _____

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