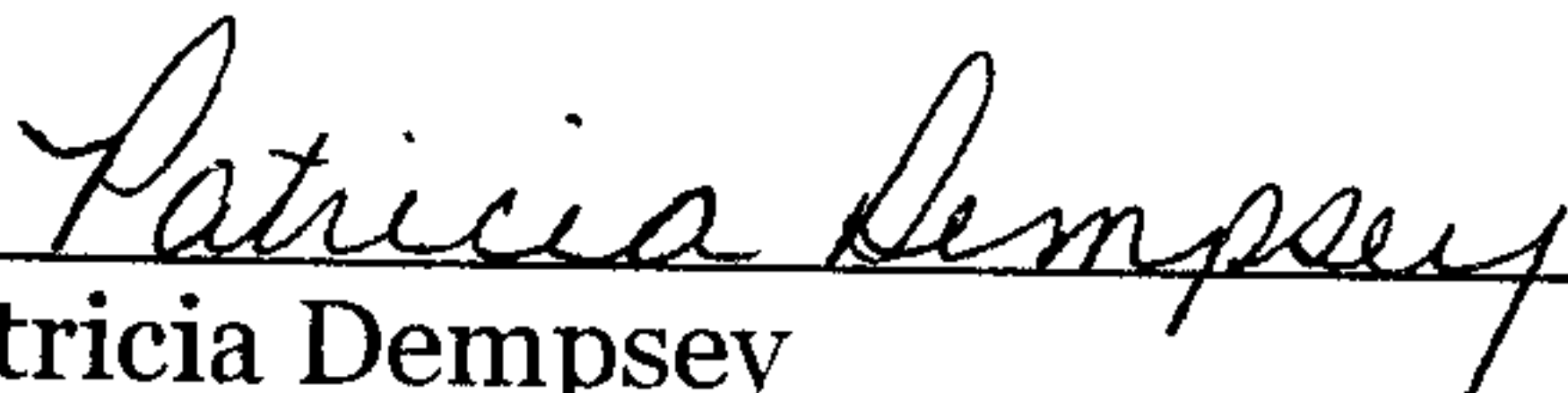


James M. Green
Garry R. Adams, Attorneys at Law
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Attorney for Respondent (by regular mail)

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Patricia Dempsey
Board Administrator

RECEIVED

AUG 28 2006

DIV. OF OCCUPATIONS
& PROFESSIONS

**Commonwealth of Kentucky
Board of Examiners of Psychology
Agency Case Nos. 03-12 and 06-05
Administrative Action Nos. 05-KBEP-0347 and 06-KBEP-0217**

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

Complainant

v.

Settlement Agreement

**Nan Goheen, M.S.
Certified Psychologist with Autonomous
Functioning (Certificate No. 9)**

Respondent

Whereas, the Kentucky Board of Examiners of Psychology (hereafter "Board") having investigated an initiating complaint and having filed a Formal Complaint and Notice of Administrative Hearing and Order dated August 10, 2005, under KRS Chapters 319 and 13B (hereafter "Formal Complaint") in Agency Case No. 03-12, and having filed a Notice of Administrative Hearing and Show Cause Order dated June 29, 2006, in Agency Case No. 06-05, each against Nan Goheen, M.S., 9302 New LaGrange Road, Suite B, Louisville, Kentucky 40222 (hereafter "Respondent"), and;

Whereas, for the purposes of this Settlement Agreement, the Respondent admits that the Board would prove at least one (1) violation of each of the following:

The Respondent, during an approximately eighteen (18) month period in 2002 and 2003, used the professional designation "Licensed Psychologist with Autonomous Functioning," which was not authorized by KRS Chapter 319, instead of "Certified Psychologist with Autonomous Functioning" as provided by KRS 319.056(1). This act was in violation of KRS 319.082(1)(f) for violating an administrative regulation of the Board, and;

The Respondent submitted a Custody Evaluation and Examination to the Jefferson Family Court, which was not complete, and without giving written notice to the Family Court that the Respondent was unable to meet the deadlines as ordered by the Family Court. This act was in violation of KRS 319.082(1)(c) for committing an unfair act or practice, and;

The Respondent submitted a Custody Evaluation and Examination to the Jefferson Family Court, which was not complete, and which made factual representations about the parties without providing the entire factual basis to support the representations and by providing such facts without context. This act was in violation of KRS 319.082(1)(c) for committing an unfair act or practice, and;

The Respondent failed to respond timely to the merits of an Initiating Complaint in Agency Case No. 06-05 and failed to comply timely with an Order of the Board ordering a response thereto. This act was in violation of KRS 319.082(1)(g) and (h) for failing to comply with an Order of the Board by not timely furnishing in writing a complete explanation covering the matter contained in the Initiating Complaint filed with the Board. This Settlement Agreement shall constitute the reprimand.

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 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.

The Board and the
except as provided below.

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own costs incurred in this matter,

Effect Upon Credential Status: Probation; Supervision; Examination; Costs; Reprimand

The Respondent hereby agrees to the following disciplinary action:

1) The Respondent's credential to practice psychology in the Commonwealth of Kentucky shall be probated for two (2) years, which shall end when the Respondent has completed two (2) years of supervision (or eighteen (18) months as provided below) by a Board appointed psychologist as set forth in 3(A)-(C), below;

2) The Respondent shall pay the amount of \$1,545.00 (itemized as \$1320.00 for investigative costs and \$225.00 for mediation costs) by certified check or money order made payable to "Kentucky State Treasurer" and mailed to the Board at P.O. Box 1360, Frankfort, Kentucky 40601-1360, as reimbursement for costs to the Board, in twenty-four (24) equal monthly installments of \$64.37, without interest, with the first monthly installment to be made on or before September 1, 2006, and with each monthly installment to be made on or before the 1st day of each month thereafter; if the Respondent defaults on any single payment, then the remaining amount shall become fully due and payable, and the outstanding balance shall accrue interest at the judgment rate of twelve percent (12%) and from the date that the payment was due. The Board shall have the right to recover any unpaid amounts in addition to any other remedies afforded to the Board; and

3) The Respondent shall undergo weekly supervision for a period of two (2) years of the Respondent's entire practice of psychology in Kentucky, which shall begin within thirty (30)

days of the appointment in writing of a Kentucky licensed psychologist pursuant to 201 KAR 26:171 § 13 appointed by the Board, but not until her compliance with ¶ 4, below, and to be paid for by the Respondent directly to the supervisor;

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 unless modified as below, and shall encompass the practice of psychology in general with an initial and continued focus on boundary issues. 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 Respondent, through the Board supervisor, may petition the Board in writing at the expiration of eighteen (18) months of supervision for termination of the remaining time of supervision by the Board appointed supervisor. The Board shall consider and rule upon the written request, if any, at its next regularly scheduled meeting after receipt of the written request. The Respondent shall not terminate supervision with the Board appointed supervisor until and unless the Board so approves in writing;

C) Said supervision may be reduced to one-hour, every other week, face-to-face meetings with the supervisor and otherwise in accord with 201 KAR 26:171 §§ 13 and 14 if the Respondent has an active patient/client/case caseload of twelve (12) or fewer patients/clients/cases per week, and may further be reduced by the Board supervisor if circumstances warrant further reduction in the discretion of the Board supervisor, and;

4) The Respondent shall comply, at Respondent's cost, with 201 KAR 26:130 § 2(5)(a) and (c) on or before September 30, 2006, and shall reimburse the Board for the actual cost not later than sixty (60) days after submission of the written compliance with the Board;

5) The Respondent shall be reprimanded for not timely furnishing in writing a complete explanation covering the matter contained in the Initiating Complaint filed with the Board in Agency Case No. 06-05.

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 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 shall submit any releases for records deemed necessary by the Board or Board supervisor.

The Respondent expressly understands failure to comply with and complete all terms of this Settlement Agreement means the Respondent's credential 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.

Resolution of Pending Charges

The Board's Formal Complaint filed August 10, 2005, and the Board's Notice of Administrative Hearing and Show Cause Order filed June 29, 2006, is hereby resolved.

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

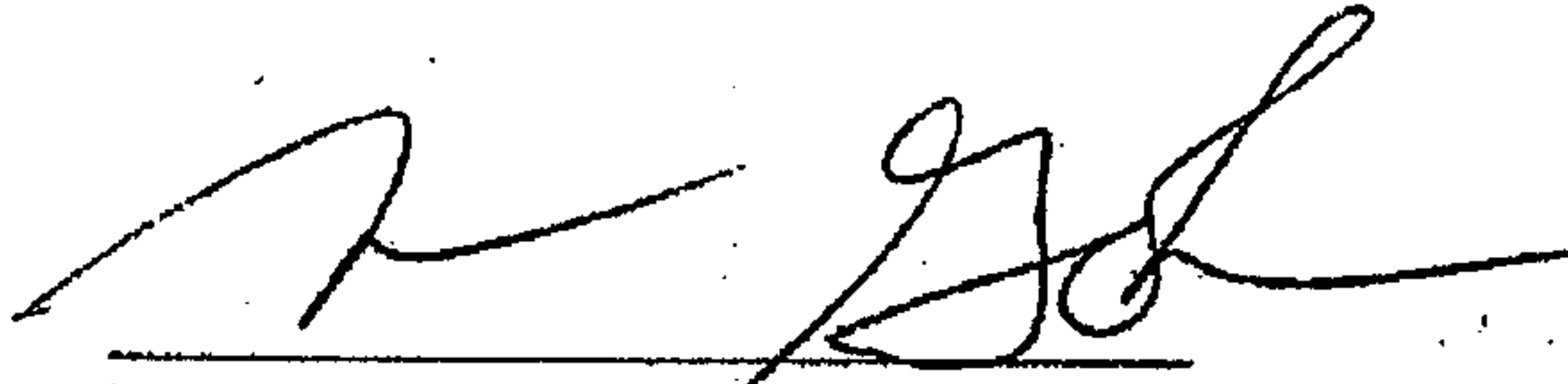
The Respondent acknowledges this Settlement Agreement is subject to disclosure under the Kentucky Open Records Act, may be shared with any professional organization or licensing Board as the Board deems appropriate in its discretion, and shall be made public according to KRS 319.092(6) and 201 KAR 26:140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

Complete Agreement

This Settlement Agreement and Order consists of eight (8) 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, or withdraw this Settlement Agreement prior to 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



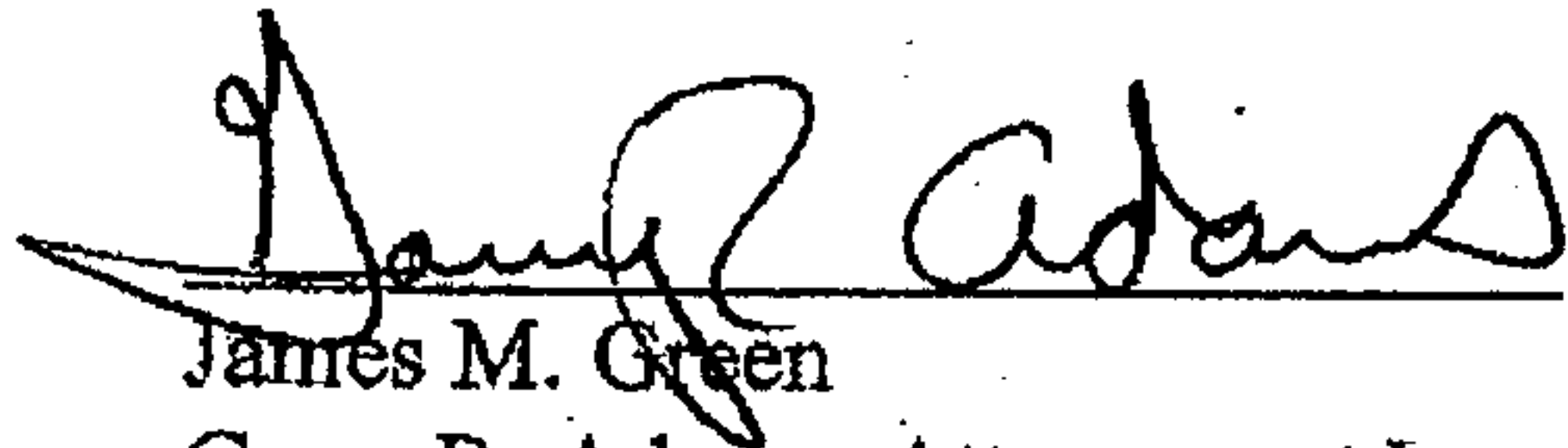
Nan Goheen, M.S.
9302 New LaGrange Road, Suite B
Louisville, Kentucky 40242
Respondent

Date: 8/21/06

By: 
Mark Brengelmann

Assistant Attorney General
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Phone: (502) 696-5627
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Counsel for the Board

Date: Aug. 28, 2006



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Date: 8/21/06