

Commonwealth of Kentucky
Kentucky Board of Examiners of Psychology
Agency Case No. 02-09-01

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MAY 05 2003

DIV. OF OCCUPATIONS
& PROFESSIONS

Commonwealth of Kentucky,
Board of Examiners of psychology

Complainant

Order

v.

Rodney E. Young, Psy.D.
Licensed Psychologist No. 0811

Respondent

* * * * *

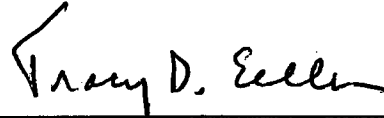
The State Board of Psychology having considered and voted to approve the Settlement Agreement in the above-referenced matter hereby affirms, adopts and incorporates the Settlement Agreement attached hereto as its own.

It Is So Ordered.

Dated this 5th day of May, 2003.

State Board of Psychology

By:



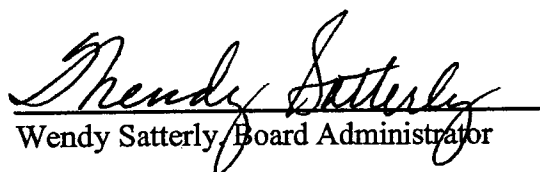
Tracy Dwight Eells, Ph.D., Chair
State Board of Psychology

Copies sent this the 6th day of May, 2003, to:

Rodney E. Young, Psy.D.
5109 Reynolds Run Road
Crestwood, KY 40014
Respondent (by regular mail)

Martin Z. Kasdan, Jr.
Attorney at Law
The Starks Building, Suite 995
455 South Fourth Street
Louisville, KY 40202

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


Wendy Satterly, Board Administrator

Commonwealth of Kentucky
Board of Examiners of Psychology
Agency Case No. 02-09-01

Commonwealth of Kentucky,
Board of Examiners of Psychology

Complainant

v.

Settlement Agreement

Rodney E. Young, Psy.D.
Licensed Psychologist No. 0811

Respondent

Whereas, the Kentucky Board of Examiners of Psychology (hereafter "Board") having investigated an initiating complaint and having authorized a Formal Complaint and Notice of Administrative Hearing and Order under KRS Chapters 319 and 13B against Rodney E. Young, Psy.D., Licensed Psychologist No. 0811 (hereafter "Respondent"), and;

Whereas, the parties mutually desire to settle the matter in an expeditious manner without resorting to a disciplinary hearing and without the need to file the Board's Formal Complaint; 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 the legal power and authority to take disciplinary action up to and including revocation of the Respondent's credential, upon a finding that the Respondent has violated KRS Chapter 319.

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 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.

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 a Formal Complaint having made a finding of a prima facie violation of KRS Chapter 319 as follows:

The Respondent aided and abetted an unlicensed person, M.Ed., to practice psychology when a license or certificate is required in violation of KRS 319.082(1)(I) from approximately September 1999, to June, 2002, when had failed the Examination for the Professional Practice of Psychology ("EPPP") and thereafter had been informed in writing by letter dated November 24, 1998, that she had failed the EPPP, she continued to practice psychology under the direction and supervision of the Respondent.

The Respondent acknowledges the Board's finding of a prima facie violation(s) of KRS Chapter 319 as set forth above, and denies any wrongdoing and denies violating the cited provision. The Respondent admits unintentionally violating KRS 319.082(1)(f) for violating a regulation of the Board, 201 KAR 26:171 § 5, as interpreted by the Board to require the supervisor to ascertain the credentialing status of a supervisee and thus for failing to make all reasonable efforts to be assured that each supervisee's practice is in compliance with KRS

Chapter 319, and for failing to be responsible for the practice of psychology of the supervisee, subject to the following enumeration of additional facts:

The Board's practices and procedures in place at the time of these events did not include any notification of a supervisor such as Dr. Young of changes in the status of the credential of a supervisee such as [redacted]. This has been corrected by subsequent procedural changes and practices by the Board. Specifically, Dr. Young and the Board agree that Dr. Young was not notified of the loss of the supervisee's certification by the Board;

Dr. Young agrees with the Board that despite there being no direct evidence that he was notified of the loss of his supervisee's credential, in hindsight he should have done something more than was done in this supervisory relationship to uncover the lack of a valid credential by his supervisee. For this reason, this agreement is entered into by both parties.

Effect Upon Credential Status: Probation and Supervision with Costs

Therefore, to avoid the time, cost, and expense of a hearing the Respondent hereby agrees to the following as the agreed upon action under KRS 319.082(1):

- 1) The Respondent shall be placed on probation 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 Board's investigative costs in the amount of \$950.00 by certified/cashier's check or money order made payable to "Kentucky State Treasurer" as reimbursement for administrative costs to the Board, on or before June 1, 2003, and;
- 3) The Respondent shall undergo weekly supervision for a period of one (1) year 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

Section 13 appointed by the Board 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, 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) 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.

C) The Respondent, through the Board supervisor, may petition the Board in writing at the expiration of six (6) months of supervision for termination of the remaining time of supervision and termination of the prohibition on supervising others;

D) The Respondent, through the Board supervisor, may petition the Board in writing to supervise any candidates for licensure, certified psychologists, or psychological associates.

E) 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 and may not supervise others until and unless the Board so approves in writing. 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(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 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.

The Respondent expressly understands 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 action under KRS 319.082(1) regarding the credential of the Respondent.

Resolution of Pending Charges

The Board's authorized charges for alleged violations of KRS 319.082(1)(f) and (I) are 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 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 complaints committee 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 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.

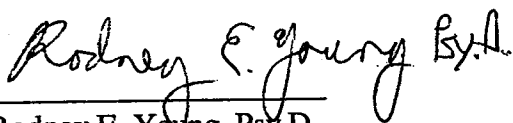
Open Records

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), 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. It may not be altered, amended or modified without the express written consent of both parties.

Have Seen, Understood and Approved:



Rodney E. Young, Psy.D.
5109 Reynolds Run Road
Crestwood, Kentucky 40014

Respondent

Date: 4/24/03

 4.21.03

Martin Z. Kasdan, Jr.
Attorney at Law
The Starks Building, Suite 995
455 South Fourth Avenue
Louisville, Kentucky 40202
Phone: (502) 583-6906

Date:

Counsel for the Respondent

State Board of Psychology



By: Mark Brengelman
Assistant Attorney General
Office of the Attorney General
Capitol Avenue, Suite 118
Frankfort, Kentucky 40601 3449
Phone: (502) 696-5607
Fax: (502) 564-9380
Date: 5-5-03
Counsel for the Board