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COMMONWEALTH OF KENTUCKY  
KENTUCKY BOARD OF EXAMINERS OF PSYCHOLOGY  
AGENCY CASE NO. 04-06

KENTUCKY BOARD OF EXAMINERS OF PSYCHOLOGY

COMPLAINANT

V.

ORDER

ROXANNE BRINLEY, PH.D.  
(LICENSED PSYCHOLOGIST NO. 1060)

RESPONDENT

\* \* \* \* \*

The Kentucky Board of Examiners of Psychology having met on June 7, 2004, and 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 7th day of June, 2004.

Kentucky Board of Examiners of Psychology

By: Tracy D. Eells  
Tracy D. Eells, M.B.A., Ph. D.  
Chair, Kentucky Board of Examiners of Psychology

Copies sent this the 10th day of June, 2004, to:

Roxanne Brinley, Ph.D.  
C/O Tammi House  
410 Sevilla Street  
North Port, Florida 34287-1134  
*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)*

Wendy Satterly  
Wendy Satterly  
Board Administrator

Commonwealth of Kentucky  
Kentucky Board of Examiners of Psychology  
Agency Case No. 04-06

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DIV. OF OCCUPATIONS  
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Kentucky Board of Examiners of Psychology

Complainant

v.

**Settlement Agreement**

Roxanne Brinley, Ph.D.,  
(Licensed Psychologist No. 1060)

Respondent

\* \* \* \* \*

**Whereas**, the Kentucky Board of Examiners of Psychology (hereafter "Board") having voted to issue a Formal Complaint and Notice of Administrative Hearing and Order against Roxanne Brinley, Ph.D., Licensed Psychologist No. 1060 (hereafter "Respondent"), and;

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

**Whereas**, the Respondent freely and voluntarily enters into this Settlement 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 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.

## **Costs**

The Board and the Respondent shall each bear their own costs except as set forth below.

## **Findings**

The Board has completed an investigation and authorized a Formal Complaint. Specifically, the Board has evidence to believe the Respondent has committed the following act(s) which, if committed, are *prima facie* violations of KRS Chapter 319:

The Respondent showed an inability to practice psychology with reasonable skill and safety to patients by reason of misuse of drugs, alcohol, and narcotics in the practice of psychology in the year 2003, in violation of KRS 319.082(1)(r).

The Respondent acted incompetently and negligently in the practice of psychology and violated a regulation of the Board by engaging in a sexual, dual relationship with a then-current patient, in violation of KRS 319.082(1)(d), (f), and (n), and 201 KAR 26:145 § 4(2)(b)(2).

**Effect Upon Credential Status: Voluntary Indefinite Suspension  
for a Period Not Less than Three (3) or Two (2) years**

By acceptance of this Settlement Agreement, the Respondent does admit that the Respondent committed the above acts and has violated KRS Chapter 319 as cited above.

Therefore, to avoid the time, cost, and expense of a hearing, the Respondent hereby agrees to the following as the agreed upon disciplinary action.

1) The Respondent's credential to practice psychology in the Commonwealth of Kentucky shall be actively and indefinitely suspended from the date of entry of an order of the Board adopting this Settlement Agreement. The Respondent shall not apply for reinstatement for a period of not less than three (3) years from the date that the Respondent last practiced psychology of January 1, 2004. In the event that the Respondent has exceptional cause to believe that she may practice psychology with reasonable skill and safety to clients, the Respondent may petition the Board for reinstatement after two (2) years from January 1, 2004, and shall bear the burden of proof that the Respondent may practice psychology with reasonable skill and safety to clients.

2) The Respondent shall otherwise keep current her license, shall renew her license in a timely fashion as required under KRS 319.071, and shall obtain all required continuing education as required under 201 KAR 26:175. Failure to do so will result in notification in the Board's records that the license of the Respondent has been canceled for non-renewal after suspension by the Board.

3) The Respondent shall not be obligated to pay for any of the Board's administrative costs in the matter;

4) The Respondent shall for the duration of the Respondent's active suspension, maintain and keep written records available to the Board of appropriate, active participation in mental health counseling for treatment of chemical and alcohol dependency as recommended by any treatment program in which the Respondent participates, and shall further maintain and keep written records available to the Board of appropriate, active participation in any individual mental health counseling or psychotherapy as recommended by any treatment program or individual mental health provider in which the Respondent participates or has undergone mental health counseling or psychotherapy, and which is reasonably available to the Respondent.

The Respondent agrees that so long as the Respondent's license to practice psychology is actively suspended, the Respondent may not practice psychology as that term is defined in KRS 319.010(6), and further may not provide any mental health services directly to persons in any setting as that may be deemed to be the practice of psychology by the Board.

**Post-Suspension Conditions of Licensure: Probation and Supervision**

Upon the expiration of the period of active and indefinite suspension, the Respondent shall notify the Board in writing of the Respondent's intention, if any, to practice psychology. Before the Respondent may practice psychology, she shall undergo a competency examination by a Board-appointed physician or psychologist, at the expense of the Respondent not to exceed \$1,000.00, to determine the Respondent's psychological or physical status to practice psychology with reasonable skill and safety to clients. The Respondent shall provide a written release to the Board and shall consent to the release of any psychology records, mental health records or

medical records, and treatment notes from any mental health or medical practitioner who has treated the Respondent during the period of active suspension to the Board for review and consideration by the appointed physician or psychologist conducting the competency examination.

After approval by the Board upon review of such a psychological or physical competency examination, as well as other relevant information the Board may approve the Respondent to return to the active practice of psychology under conditions of probation to be ordered by the Board, including supervision on at least a weekly basis, for a minimum period of five (5) years. All supervision ordered by the Board shall be in accord with 201 KAR 26:171 at the cost of the Respondent, but may specifically be required more than at least a weekly basis, or any other regulation in effect at the time of the Respondent's return to the practice of psychology under supervision.

The Respondent expressly understands that failure to comply with and complete all terms of this Settlement Agreement, unless otherwise stated above, means the Respondent's credential shall be deemed permanently suspended by the Board.

This action shall constitute disciplinary action against the license of the Respondent.

#### **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, 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 case manager at the next regularly scheduled meeting of the Board 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 a representative member 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 she 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.

#### **Open Records**

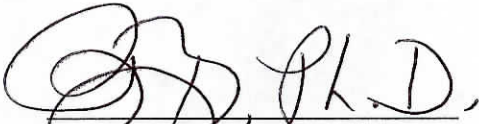
The Respondent acknowledges this Settlement Agreement is subject to disclosure under the Kentucky Open Records Act, may be shared with any professional organization or licensing Board as the Board deems appropriate in its discretion including the Association of State and Provincial Psychology Boards, and shall be made public according to KRS 319.092(6) and 201 KAR 26:130 §12 and in a Board newsletter.

**Complete Agreement**

This Settlement Agreement and Order consists of seven (7) 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:**

Kentucky Board of Examiners of Psychology



Roxanne Brinley, Ph.D.  
c/o Tammi House  
410 Sevilla Street  
North Port, Florida 34287-1134  
*Respondent*

Date: 05/18/2004



By: \_\_\_\_\_  
Mark Brengelman  
Assistant Attorney General  
Office of the Attorney General  
Capitol Avenue, Suite 118  
Frankfort, Kentucky 40601-3449  
Phone: (502) 696-5627  
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*Counsel for the Board*

Date: June 7, 2004