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DIV. OF OCCUPATIONS
& PROFESSIONS

Commonwealth of Kentucky
Kentucky Board of Examiners of Psychology
Agency Case No. 03-18
Administration Action No. 04-KBEP-0246

Kentucky Board of Examiners of Psychology

Complainant

v.

Order

Shana S. Langley, M.A.
Licensed Psychological Associate No. 0689)

Respondent

* * * * *

The Kentucky Board of Examiners of Psychology having met on August 2, 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 2nd day of August, 2004.

Kentucky Board of Examiners of Psychology

By:

Tracy D. Bells

Tracy D. Bells, MBA, Ph.D.
Chair, Kentucky Board of Examiners of Psychology

Copies sent this the 9th day of August, to:

Susan S. Durant, Hearing Officer
Office of the Attorney General — East Office
Division of Administrative Hearings
1024 Capital Center Drive, Suite 200
Frankfort, Kentucky 40601-8204
Hearing Officer (copy by messenger mail)

Walter A. Baker
213 South Green Street
Glasgow, KY 42141-2694
Counsel for Respondent

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

Complainant

v.

Settlement Agreement

**Shana S. Langley, M.A.
(Licensed Psychological Associate No. 0689)**

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 May 26, 2004, under KRS Chapters 319 and 13B (hereafter "Formal Complaint") against Shana S. Langley, M.A., 171 Thoroughbred Lane, Glasgow, Kentucky 42141 (hereafter "Respondent"), and;

Whereas, the Respondent does not have a Board approved supervisor and may not practice psychology, and is not practicing psychology at this time, in accord with KRS 319.064(5), and;

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

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 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 filed a Formal Complaint having made a finding of *prima facie* violations of KRS Chapter 319. Specifically, the Board has evidence that might lead the Board to believe the Respondent has committed the acts alleged in the Board's Formal Complaint filed May 26, 2004. The Respondent acknowledges the Board's finding of *prima facie* violations of KRS Chapter 319, and for the purposes of this Settlement Agreement admits the following:

- 1) That the Board would be able to prove one (1) count of a violation of KRS 319.082(1)(f) by violating 201 KAR 26:145 § 4(2)(a) by continuing a professional relationship with a client when the objectivity or competency of the Respondent is impaired because the Respondent's previous social or emotional relationship with that client. This violation involved the Respondent continuing to provide professional services to the client when the Respondent had become personally and emotionally involved with the client.
- 2) That the Board would be able to prove one (1) count of a violation of KRS 319.082(1)(f) by violating 201 KAR 26:145 § 4(2)(b) by engaging in

physical intimacy with a client. This violation involved the Respondent hugging and touching the client without a therapeutic or professional purpose.

Effect Upon Credential Status: Suspension; Probation; Supervision; Costs

Therefore, to avoid the time, expense, and delay of a hearing, the Respondent hereby agrees to the following disciplinary action:

1) The Respondent's credential to practice psychology in the Commonwealth of Kentucky shall be suspended for two (2) years, with the suspension fully stayed and the Respondent's credential to practice psychology in the Commonwealth of Kentucky placed on probation 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, and;

2) The Respondent shall pay to the Board the amount of \$1,250.00 for the Board's investigative costs by certified check or money order made payable to "Kentucky State Treasurer" as reimbursement for administrative costs, on or before November 1, 2004, and;

3) Upon returning to the practice of psychology, 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 appointed by the Board pursuant to 201 KAR 26:171 § 13 and paid for by the Respondent directly to the supervisor, and;

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 with an initial and continued focus on issues related to psychological

boundaries with clients boundaries with clients. In the event of unscheduled illness and conflicting vacation schedules, the supervision sessions may be rescheduled by mutual 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, and;

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, and;

C) 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 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, and;

4) The Respondent shall file written notice with the Board of the Respondent's intention to return to the practice of psychology at least forty-five (45) days before the date of the Respondent's intended return to the practice of psychology so the Board may appoint a supervisor as set forth above and begin the supervision by a Board appointed supervisor before practicing psychology, and;

5) Within six (6) months of the Respondent's return to the practice of psychology, the Respondent shall successfully complete ten (10) hours of Board approved continuing education in Kentucky mental health law, including psychological boundary issues, dual relationships, and

other aspects of 201 KAR 26:145 "Code of Conduct" as suggested or directed by the Board appointed supervisor.

Nothing in this Settlement Agreement shall be construed to allow the Respondent to practice psychology independently without the clinical supervision of either a licensed psychologist as Board appointed supervisor or a licensed psychologist as Board approved supervisor in accord with KRS 319.064(5).

In the event that the Respondent should thereafter stop practicing psychology in Kentucky while under supervision by the Board appointed supervisor, the Respondent shall notify the Board and the supervisor 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.

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 disciplinary action against the credential of the Respondent.

Resolution of Pending Charges

The Board's Formal Complaint filed May 26, 2004, is hereby resolved upon approval of this Settlement Agreement by a majority vote of the Board.

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 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

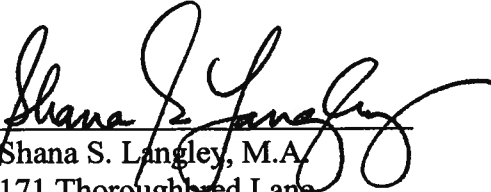
The Respondent acknowledges this Settlement Agreement is subject to disclosure under the Kentucky Open Records Act, may be shared with any professional organization or licensing Board as the Board deems appropriate in its discretion, and shall be made public according to KRS 319.092(6) and 201 KAR 26:140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

Complete Agreement

This Settlement Agreement and Order consists of eight (8) pages and a ninth (9th) 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.

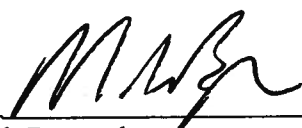
Have Seen, Understood and Approved:

Kentucky Board of Examiners of Psychology


Shana S. Langley, M.A.
171 Thoroughbred Lane
Glasgow, Kentucky 42141

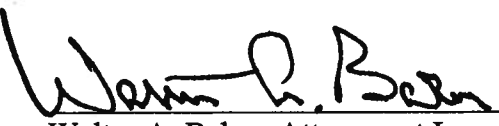
Respondent

Date: 7/27/2004

By: 
Mark Brengelman
Assistant Attorney General
Office of the Attorney General
Capitol Avenue, Suite 118
Frankfort, Kentucky 40601-3449
Phone: (502) 696-5627
Fax: (502) 564-6801

Counsel for the Board

Date: Aug. 2, 2004


Walter A. Baker, Attorney at Law
213 South Green Street
Glasgow, Kentucky 42141-2643

Attorney for Respondent

Date: 7/27/2004