

Commonwealth of Kentucky  
Kentucky Board of Examiners of Psychology  
Agency Case No. 03-02

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DIV. OF OCCUPATIONS  
& PROFESSIONS

Commonwealth of Kentucky,  
Board of Examiners of psychology

Complainant

v. **Order Adopting Settlement Agreement as Modified**

Stephanie Crabtree Fugate, M.A.  
Licensed Psychological Associate

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, as modified below:

The Respondent, through the Board supervisor, may petition the Board in writing at the expiration of six (6) months of Board-mandated supervision for termination of the remaining time of supervision. 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 the Board-mandated supervision until and unless the Board so approves in writing. This modifies and supercedes the otherwise fixed, one (1) year period of supervision as set forth on pages 4-5 of the attached Settlement Agreement. All other provisions not inconsistent with this modification, above, shall remain in effect in accord with 201 KAR 26:171 §§ 13 and 14.

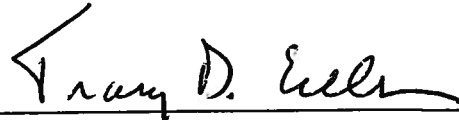
Furthermore, the Respondent's current address is noted and updated for the Board's records as: 355 Girkin Road, Bowling Green, Kentucky 42101.

**It Is So Ordered.**

Dated this 5<sup>th</sup> day of May, 2003.

State Board of Psychology

By:



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

Copies sent this the 13<sup>th</sup> day of May, 2003, to:

Stephanie Crabtree Fugate, M.A.  
355 Girkin Road  
Bowling Green, Kentucky 42101  
*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)



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Wendy Satterly, Board Administrator

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**Commonwealth of Kentucky  
Board of Examiners of Psychology  
Agency Case No. 03-02**

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

**Complainant**

v. **Settlement Agreement**

**Stephanie Crabtree Fugate, M.A.  
Licensed Psychological Associate**

**Respondent**

**\*\*\*\*\***

**Whereas, the Kentucky Board of Examiners of Psychology (hereafter "Board") having investigated its own initiating complaint against Stephanie Crabtree Fugate, M.A., Licensed Psychological Associate, 3600 Brookewind Way, Lexington, Kentucky 40515 (hereafter "Respondent");**

**Whereas, the Respondent having fully cooperated in providing information to the Board and its representatives in this matter, and who has not provided mental health services directly to the public during the Board investigation and inquiry;**

**Whereas, the Board having authorized a Formal Complaint and Notice of Administrative Hearing and Order for alleged violations of KRS Chapter 319;**

**Whereas, the parties mutually desire to settle the matter in an expeditious manner without resorting to a disciplinary hearing on refusal of the request for renewal;**

**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;**

**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 refusal to renew 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 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 action taken by the Board, 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 expressly stated below.

#### **Findings**

The Board has evidence that might lead the Board to believe the Respondent has committed the following act, which if committed, is a violation of KRS Chapter 319:

The Respondent practiced psychology in Kentucky, as defined in KRS 319.010(6), from February, 2002, to November, 2002, while not under the supervision of a Board-approved, licensed psychologist, in violation of KRS 319.064(5) which requires a licensed psychological associate to practice psychology "only under the supervision of a licensed psychologist approved by the Board."

The Respondent acknowledges the Board's finding of a *prima facie* violation of KRS Chapter 319 as set forth above, and admits this single violation of KRS Chapter 319.

**Effect Upon Credential Status:  
Settlement Agreement, with Probated Suspension and Supervision**

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

The Respondent's credential to practice psychology in the Commonwealth of Kentucky shall:

- 1) Be suspended for one (1) year from the date of entry of an Order of the Board adopting this Settlement Agreement, with the suspension of the Respondent's credential being fully stayed upon the following terms, where the Respondent shall:
- 2) Be placed on probation for one (1) year from the date of entry of an Order of the Board adopting this Settlement Agreement;
- 3) Pay the amount of \$500.00 for administrative costs to the Board by certified/cashier's check or money order payable to the "Kentucky State Treasurer" by June 1, 2003;
- 4) 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 credentialed psychologist pursuant to 201 KAR 26:171 § 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, or may be modified upon written request to two-hour, every other week, face-to-face meetings, and shall encompass the practice of psychology in general and the requirements of KRS Chapter 319. 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, or every other week – if applicable, sessions although missed sessions may be made up at the end of the regular supervisory period.

5) The Respondent shall comply with KRS 319.064(5) by practicing psychology at all times after the period of probation and supervision only under the supervision of a Board-appointed, Kentucky licensed psychologist, for so long as the Respondent is a licensed psychological associate.

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.

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.

The Respondent expressly understands that the Respondent shall not provide mental health services directly to the public until the Board has approved in writing a supervising psychologist and has begun supervision as mandated by KRS 319.064(5).

#### **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 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 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 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. 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

*Stephanie C. Fugate*

Stephanie Crabtree Fugate, M.A.  
3600 Brookewind Way  
Lexington, Kentucky 40515

*Respondent*

Date: 4/27/03

By: 

Mark Brengelman  
Assistant Attorney General  
Office of the Attorney General  
Capitol Avenue, Suite 118  
Frankfort, Kentucky 40601-3449  
Phone: (502) 696-5614  
Fax: (502) 564-2894

*Counsel for the Board*

Date: May 5, 2003