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DIV. OF OCCUPATIONS  
& PROFESSIONS

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

Kentucky Board of Examiners of Psychology

Complainant

v.

Order

William Lynne, M.S.  
Applicant for renewal as a Certified Psychologist  
With Autonomous Functioning

Respondent

\* \* \* \* \*

The Kentucky Board of Examiners of Psychology having considered and voted to approve the Conditional Renewal of Credential in the above-referenced matter hereby affirms, adopts and incorporates the Conditional Renewal of Credential attached hereto as its own.

It Is So Ordered.

Dated this 6<sup>m</sup> day of January, 2003.

Kentucky Board of Examiners of Psychology

By: Tracy D. Eells  
~~Robert J. Illback, Psy.D.~~ Tracy D. Eells, PhD  
Chair, Kentucky Board of Examiners of Psychology

Copies sent this the 7<sup>th</sup> day of January, 2003, to:

William Lynne, M.S.  
35 Sunset Avenue  
Fort Thomas, Kentucky 41075  
*Respondent* (by regular mail)

Peter Coughlan, Attorney at Law  
509 East Tenth Street  
Newport, Kentucky 41071  
*Attorney for Respondent* (by regular mail)

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

Commonwealth of Kentucky,  
Board of Examiners of Psychology

Complainant

v.    **Conditional Renewal of Credential**

William Lynne, M.S.  
Applicant for renewal as a Certified Psychologist  
with Autonomous Functioning

Respondent

\* \* \* \* \*

Whereas, the Kentucky Board of Examiners of Psychology (hereafter "Board") having received a request for renewal of the canceled credential of William Lynne, M.S., 35 Sunset Avenue, Fort Thomas, Kentucky 41075 (hereafter "Respondent"), whose credential had been canceled by the Board in 1998 pursuant to KRS 319.071(1) for non-renewal;

Whereas, the Respondent having fully cooperated in providing information to the Board and its representatives in this matter;

Whereas, the Board having through its Board Chair authorized a preliminary refusal to renew the credential under KRS 319.082(1)(f) and KRS 319.005;

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 Conditional Renewal of Credential;

**Whereas,** the Respondent freely and voluntarily enters into this Conditional Renewal of Credential, motivated by a desire to resolve the issues addressed herein, and the Respondent has executed this Conditional Renewal of Credential 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 Conditional Renewal of Credential.

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 Conditional Renewal of Credential 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 Conditional Renewal of Credential should the Board determine the Respondent has not met any term of this Conditional Renewal of Credential 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 Conditional Renewal of Credential. The Respondent has freely and voluntarily entered into this Conditional Renewal of Credential, motivated only by

a desire to resolve the issues addressed herein. The Respondent has executed this Conditional Renewal of Credential only after a careful reading of it and a full understanding of all of its terms.

The Respondent is fully aware of his 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 Conditional Renewal of Credential.

#### **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, in violation of KRS 319.005 from 1998 to 2002, when the Respondent's credential was canceled by the Board in 1998 for non-renewal, per KRS 319.071(1).

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, although the Respondent states that such failure to renew the Respondent's credential in 1998 and in 2001 was due to mistake, inadvertence, or other excusable neglect continuing over that period of time.

**Effect Upon Credential Status:  
Conditional Renewal of Credential, 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 be conditionally renewed per KRS 319.071(2) and upon the following terms, where the Respondent shall:

- 1) Be suspended for one (1) year from the date of entry of an Order of the Board adopting this Conditional Renewal of Licensure, 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) from the date of entry of an Order of the Board adopting this Conditional Renewal of Credential;
- 3) File a completed application/renewal form with the Board;
- 4) File with the Board proof of thirty (30) hours of continuing education per 201 KAR 26:175 for the next to last renewal cycle, and file with the Board for the immediately past renewal cycle proof of at least six (6) hours of continuing education already earned (which may be home-study courses, and if so, then only six (6) total home-study hours

shall be counted by the Board), and complete the remaining twenty-four (24) hours of continuing education that the Respondent shall file proof of completion with the Board on or before March 31, 2003;

- 5) Complete with a passing score the oral examination of the Board per 201 KAR 26:230 § 3(6) with payment not to exceed \$300.00 of any special examination time/date/location agreed to by the Board other than whatever next regularly scheduled time/date/location being set for 2003;
- 6) Pay the last two (2) renewal fees at the current rates effective October 16, 2002 (\$450.00 each for two (2) years, for \$900.00 total for the renewal fees), and the oral examination fee (\$100.00), per 201 KAR 26:160 § 1(5) and 1(1)(c) in the total amount of \$1,000.00, by certified check/cashier's check/money order payable to the "Kentucky State Treasurer;"
- 7) Pay a penalty fee per KRS 319.071(2) of \$100.00 for each year past the 1998 renewal year for a total amount of \$400.00 by certified check/cashier's check/money order payable to the "Kentucky State Treasurer;"
- 8) 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;

- 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. 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 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(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 Conditional Renewal of Credential.

The Respondent expressly understands failure to comply with and complete all terms of this Conditional Renewal of Credential 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 credential to practice psychology of the Respondent shall be renewed by the Board under the terms and conditions of this Conditional Renewal of Credential when the Respondent meets the requirements of items 1) through 7), above, with supervision as set forth in 8), above, to be carried out thereafter, and with proof of continuing education being filed, as set forth above, on or before March 31, 2003.

#### **Release of Liability**

In consideration of execution of this Conditional Renewal of Credential, 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 Conditional Renewal of Credential or its administration.

### **Acceptance by the Board**

This Conditional Renewal of Credential, 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 Conditional Renewal of Credential. The Conditional Renewal of Credential 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 Conditional Renewal of Credential. The Respondent hereby agrees to waive any right the Respondent might have to challenge, based solely on the presentation of this Conditional Renewal of Credential to the Board, the impartiality of the Board to hear this administrative action if, after review by the Board, this Conditional Renewal of Credential is rejected.

If the Conditional Renewal of Credential is not accepted by the Board, it shall be regarded as null and void. Representations and/or admissions by the Respondent in the Conditional Renewal of Credential, 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 Conditional Renewal of Credential.

### Open Records

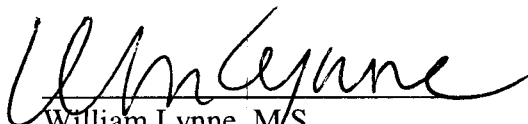
The Respondent acknowledges this Conditional Renewal of Credential is subject to disclosure under the Kentucky Open Records Act, may be shared with any professional organization or licensing Board as the Board deems appropriate in its discretion, and shall be made public according to KRS 319.092(6) and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

### Complete Agreement

This Conditional Renewal of Credential and Order consists of nine (9) 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:

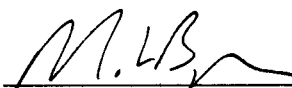
Kentucky Board of Examiners of Psychology



William Lynne, M.S.  
35 Sunset Avenue  
Fort Thomas, Kentucky 41075

*Respondent*

Date: 12-30-02

By: 

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Assistant Attorney General  
Office of the Attorney General  
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Frankfort, Kentucky 40601-3449  
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*Counsel for the Board*

Date: Jan. 6, 2003