

COMMONWEALTH OF KENTUCKY
BOARD OF EXAMINERS OF PSYCHOLOGY
AGENCY CASE NO. 11-08
ADMINISTRATIVE ACTION NO. 13-KBEP-00056

COMMONWEALTH OF KENTUCKY,
BOARD OF EXAMINERS OF PSYCHOLOGY

COMPLAINANT

V.

WAYNE W. FULLER, MA.
(LICENSE PSYCHOLOGIST NO. 0034)

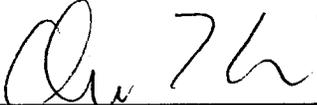
RESPONDENT

FINAL ORDER

This matter is before the Kentucky Board of Examiners of Psychology pursuant to KRS 13B.120. Having reviewed the Recommended Order entered by the Hearing Officer on May 8, 2013, to which no exceptions were filed thereto, to which no exceptions were filed thereto, the Board hereby incorporates by reference the terms of the Settlement Agreement and the decision of the Hearing Officer. Therefore, Agency Case No. 11-08, Administrative Action No. 13-KBEP-56 are hereby **DISMISSED AS SETTLED**. This is a final and appealable order..

Pursuant to KRS 13B.140(1), a party may institute an appeal of this Final Order by filing a petition in the appropriate court of venue within thirty (30) days after the Final Order is mailed or delivered by personal service.

Issued this ~~13th~~ day of March 2014.



OWEN NICHOLS, Ph.D.
Chairperson
Kentucky Board of Examiners of Psychology

CERTIFICATE OF SERVICE

I hereby certify that the original was filed with the Board of Examiners of Psychology and a true and correct copy of the foregoing document was sent to the following this 14th day of

March 2014:

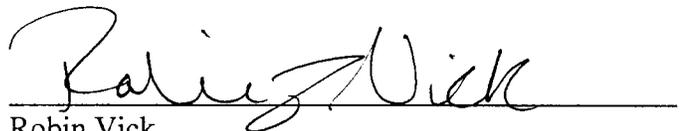
By U.S. mail, postage pre-paid, to:

Ronald M. Sullivan
Sullivan, Mountjoy, Stainback & Miller, PSC
P.O. Box 727
Owensboro, Kentucky 42302
Counsel for the Respondent

And by messenger mail to:

Hon. Susan Durant
Hearing Officer
Administrative Hearings Branch
1024 Capital Center Drive, Suite 200
Frankfort, Kentucky 40601-8204

Brian T. Judy
Assistant Attorney General
Civil & Environmental Law Division
Office of the Attorney General
Capitol Bldg. Ste. 118
700 Capitol Avenue
Frankfort, Kentucky 40601-3449



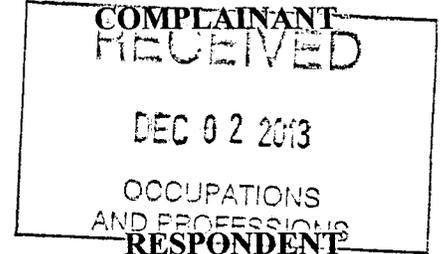
Robin Vick
Board Administrator
Kentucky Board of Examiners of Psychology

**COMMONWEALTH OF KENTUCKY
BOARD OF EXAMINERS OF PSYCHOLOGY
Agency Case No. 11-08
Administrative Action No. 13-KBEP-00056**

**COMMONWEALTH OF KENTUCKY,
BOARD OF EXAMINERS OF PSYCHOLOGY**

v.

**WAYNE W. FULLER, M.A.
(License Psychologist No. 0034)**



SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “Agreement”) is entered into by the Kentucky Board of Examiners of Psychology (hereafter “Board”) having voted to issue a Formal Complaint against Wayne W. Fuller, M.A., Licensed Psychologist No. 0034 (hereafter “Respondent”) (collectively the “Parties”).

Witnesseth

WHEREAS, on or about February 20, 2013, the Board filed an Administrative Complaint in Board Case No. 11-08, Administrative Action No. 13-KBEP-00056, alleging that the Respondent violated: (1) KRS 319.082(1) (d) by being incompetent or negligent in the practice of psychology (3 counts); (2) violated KRS 319.082(1)(f) and Kentucky Administrative Regulation 201 KAR 26: 145 Section 3(6)(a)3; and (3) violated KRS 319.082(1)(f) and (k) and Kentucky Administrative Regulation 201 KAR 26: 145 Section 3(1) and (6)(a)3. by failing to maintain competence in areas in which Respondent practices, by practicing beyond his scope as demonstrated by his lack of skill, and by failing to note the date and substance of each professional contact or service.

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;

Terms of Agreement

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. The Board agrees to close in Board Case No. 11-08 and dismiss the Formal Complaint against the Respondent.
2. The Respondent accepts and acknowledges his wrongdoing, and agrees to:
 - (a) Accept a one-year suspension, which is probated for one year from the execution of this Agreement by the Board chair or his designee;
 - (b) Be supervised by a Board-appointed supervisor on a bi-weekly basis during his one-year probationary period, which shall focus on case file documentation, standard test administration, and scope of practice competence. After six months and upon recommendation of the Board-

appointed supervisor, the Respondent may request further supervision be waived as unnecessary, which will be considered by the Board. The supervision shall comply with 201 KAR 26:171 Section 13;

(c) Pay costs in the amount of \$2,595.96, which may be done in accordance with an agreed upon payment plan;

and

(d) Refrain from accepting family court involved evaluations.

3. The parties agree to execute all documents necessary to settle and dismiss Board Action No. 11-08, Administrative Action No. 13-KBEP-00056. The parties, through its counsel, shall file an Agreed Order to Dismiss as Moot.

4. The Respondent expressly understands failure to comply with and complete all terms of this Settlement Agreement shall constitute failure to comply with an Order of the Board under KRS 319.082(h) for which the Board may impose additional penalties available under law after notice and opportunity to be heard.

5. The Parties agree to take all actions necessary that would cause the conditions and obligations under this Agreement to become effective upon the date of this Agreement, or, in the event that additional documents may need to be executed after the date of this Agreement, the Parties agree to cooperate with each other and execute such additional documentations to effectuate the purposes as stated herein.

6. Each of the Parties represents and warrants to the other that it has taken all requisite action to authorize the execution, delivery and performance of its obligations hereunder, and that each party has all requisite power and authority to enter into this

Agreement and to effectuate the purposes herein and that the Agreement will in fact be legally binding and will constitute the valid and legally binding obligation of each party and will be enforceable against each party in accordance with the respective terms hereof.

7. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, in accordance with the laws of the Commonwealth of Kentucky without reference to its choice of law rules. Any dispute arising hereunder shall be settled by a state court of appropriate jurisdiction in Franklin County, Kentucky. The Parties irrevocably consent to the personal jurisdiction and venue of such court. The Parties agree that any such litigation shall be by bench trial only, each of the Parties irrevocably waiving its right to jury trial in any dispute arising hereunder.

8. This Agreement may not be modified except by a written agreement signed by all Parties.

9. The Parties represent, agree, and acknowledge that they have read this Agreement in its entirety and fully understand and agree to its terms.

Costs

The Board and the Respondent shall each bear their own costs, expenses and attorney fees incurred in this matter, except as provided above.

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, Board of Psychology, Kentucky State Board of Examiners of Psychology, and the Kentucky Office of the 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, the Formal Complaint, or this Settlement Agreement.

Acceptance by the Board

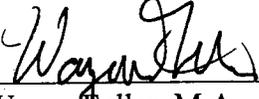
This Settlement Agreement, when executed by the Respondent, shall be presented to the Kentucky Board of Examiners of Psychology with a recommendation for approval from the Board's counsel and case manager at the next regularly scheduled meeting of the Board following receipt of the executed Agreement. 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 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.

Complete Agreement

This Settlement Agreement consists of six (6) 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.

IN WITNESS WHEREOF, the undersigned have seen, approved and agreed:



Wayne Fuller, M.A.
Respondent

11/21/13
Date



Ronald Sullivan
Counsel for the Respondent

11/21/13
Date



Eva Markham, Ed.D.
Chairperson
Kentucky Board of Examiners of Psychology

12/2/13
Date



Brian T. Judy
Assistant Attorney General
Counsel for the Board

11/21/13
Date